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OFF REC 488 PAGE 255

COVENANTS AND RESTRICTIONS  
PONTE VEDRA SHORES WEST, MAP BOOK 14  
PAGES 34 and 35, PUBLIC RECORDS  
ST. JOHNS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereafter designated as "OWNER", being 100% of the ownership of all Lots and Blocks in PONTE VEDRA SHORES WEST, a Subdivision of St. Johns County, Florida, as recorded in Map Book 14, Pages 34 and 35, public records of St. Johns County, Florida, hereby places the following covenants and restrictions on said lands and lots and that the same shall run in accordance with the provisions hereinafter set forth, and shall be binding upon all owners, successive owners, parties in interest, heirs, representatives, assignees, lessees and all persons, firms, entities owing or having any interest in said lands, as follows.

PART A: RESIDENTIAL AREA COVENANTS:

A-1. LAND USE AND BUILDING TYPE: The term "Lots" as used herein shall refer to numbered residential lots as shown on the Plat. The lots shown on said plat shall be used for residential purposes only, including multiple family, in accordance with existing zoning code of St. Johns County, Florida.

A-2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

A-3. DWELLING COST, QUALITY AND SIZE: No metal, pre-fabricated, reverse batten board, modular construction shall be permitted. Only brick, CBS with outside stucco finish, approved frame on permanent foundation shall be permitted. Ground floor areas of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for single family dwellings. Multi-family dwellings must have a minimum of 900 square feet per living unit, including duplexes having a minimum of 900 square feet per each living unit section. All dwellings constructed hereon shall not exceed 40 feet in height, whether single family or multiple family dwellings. Owner shall have the right to waive or modify any requirements of this paragraph A-3.

A-4. MINIMUM LOT SIZE: No residence shall be constructed on any lot which comprises a re-subdivision of an existing lot. Residential construction is confined to lots of an area of not less than platted size.

A-5. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet from the front line or nearer than 10 feet to any side lot line. No building shall be located nearer than 10 feet to any interior rear lot line. For purposes of this covenant, eaves, steps or open porches shall not be considered as part of a building.

A-6. Easements for the installation and maintenance of utilities and drainage facilities, water, sewer, cable television and electricity are reserved by owner. Easements for such utilities are reserved within road right of ways, along and across

five (5) feet of each side lot line and five (5) feet along rear lot lines. (Five (5) feet on each side of such lot lines). This reservation shall be in addition to any easements reflected on the Plat of said Subdivision. Also, drainage easements are reflected on the said Plat.

A-7. NO ILLEGAL, noxious or offensive activity shall be permitted or carried on on any lot nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment to the neighborhood. No trash, garbage, rubbish, debris, waste material or refuse shall be deposited or allowed to accumulate on any part of said lot or upon any lots contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted.

A-8. NO HORSE, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, game birds, game fowl, poultry or any animal or species normally considered "wild" and viewed in zoos or circuses shall be kept, permitted, raised or maintained on any building lot or any portion thereof. Not more than two dogs and two cats nor more than two domestic pets (animals) may be kept on a single building lot for any purpose. No commercial breeding of such pets is permitted. Should any such pet (animal or bird) become dangerous or any annoyance or nuisance in the neighborhood or nearby property, the Owner is permitted to take such action as to alleviate this condition.

A-9. EXCEPT AS OTHERWISE PERMITTED HEREIN, no sign of any character shall be displayed or placed upon any building lot except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two feet in size, or not be more than four feet above the ground and shall be limited to one sign to the property. The Owner may enter upon any building lot and remove and destroy any sign which does not meet these provisions.

A-10. ACCESSORY OR OUT BUILDINGS: Not more than one accessory building which shall permit the storage of boats, campers, garden tools and similar supplies shall be permitted. The buildings shall be kept in good condition and the exterior should conform in design and color to the existing residential structure on the lot.

A-11. MISCELLANEOUS: No junk or inoperative motor vehicles of any type may be stored in open view on any lot and all construction of dwellings shall provide for adequate parking in driveways or provided spaces with a minimum space made available for at least two (2) cars per each living unit. This may include driveways or other off-road/street parking.

No commercial activity, business or other type activity shall be conducted in or upon the premises, but this restriction shall not apply to in-home use (home occupation) provided that it does not require visits from customers or any business visitors to the premises, and does not generate traffic beyond residential use.

No property shall be used for storage of supplies and materials other than that utilized by the residential dwelling itself, including but not limited to paint, chemicals, fuel, oil, solvents or similar products.

No radio, citizen's band, ham radio operations shall be conducted on the premises that will cause or result in any interference with cable television or other normal television use.

PART B: ARCHITECTURAL CONTROL COMMITTEE:

B-1. MEMBERSHIP: The architectural control committee is composed of P. DOUGLAS FREEDLE and/or CHARLES R. KOONS, and/or their designee or assigns.

A MEMBER OF THE COMMITTEE may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Any change in the committee shall be effected by recording a Statement of Change signed by any one member of the initial committee with an address for contact. Initial address for submission shall be Janus Financial Corporation, Independent Square, Jacksonville, Florida 32202.

B-2. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C: GENERAL PROVISIONS:

C-1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Owner reserves the right to grant variances to these covenants and restrictions that Owner deems to be insubstantial.

C-3. THE INVALIDATIONS of any provisions or provisions of these restrictions set forth herein by judgment or court order shall not effect or modify any of the other provisions of said restrictions which shall remain in full force and effect.

DATED this 2nd day of April, 1961.

Signed, sealed and declared in the presence of:

*Patricia J. Russell*

JANUS FINANCIAL CORPORATION  
BY: *[Signature]*  
Title: Exec. V.P.

STATE OF FLORIDA

COUNTY OF

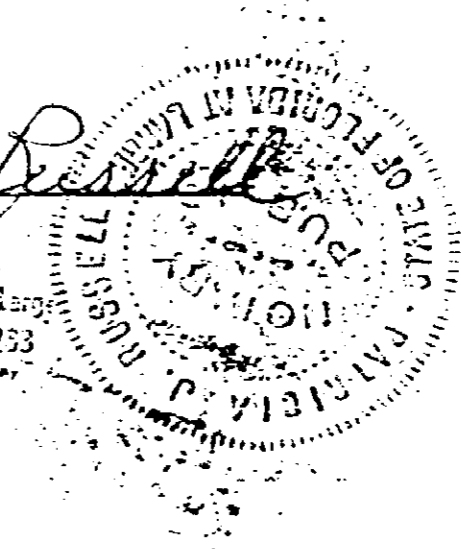
BEFORE ME personally appeared Charles R. Koon to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of April, 1981.

Patricia J. Russell  
Notary Public

Notary Public, State of Florida at large  
My Commission Expires Jan. 19, 1983  
Bonded By American Surety Company

1-19-83



THIS INSTRUMENT PREPARED BY:

RICHARD G. WEINBERG  
P. O. BOX 408  
ST. AUGUSTINE, FL. 32084

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. AUGUSTINE, FLA.

1981 APR -3 PM 3:22

Paul "Bud" Markel  
CLERK OF CIRCUIT COURT

DESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE

The undersigned, as the record owner of a majority of the Lots in Ponte Vedra Shores West, pursuant to the authority set forth in the covenants and restrictions for Ponte Vedra Shores West recorded in Official Records Volume 488, page 255, Public Records of St. Johns County, Florida, hereby appoint as the Architectural Control Committee called for in said covenants and restrictions, Ronald Weaver and Charles Fonda.

INLET DEVELOPMENT CORPORATION

BY: Charles M. Leach  
Its President

STATE OF FLORIDA  
COUNTY OF St. Johns

Before me personally appeared Charles M. Leach, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of June, 1983, at St. Johns County and State aforesaid.

Thomas A. Beck  
NOTARY PUBLIC in and for the County and State Aforesaid.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires July 19, 1985

RECORDED

1983 JUN -8 11 11 84

St. Johns County  
Recorder's Office

84 3112

THE 629 PAGE 6

ASSIGNMENT  
RE COVENANTS AND RESTRICTIONS

For good and valuable consideration, JANUS FINANCIAL CORPORATION, a Delaware corporation, and P. DOUGLAS FREEDLE ("Assignor") hereby assign to INLET DEVELOPMENT CORPORATION, a Florida corporation ("Assignee") all of Assignor's rights and powers to waiver or modify the covenants and restrictions for Ponte Vedra Shores West recorded in Official Records Volume 488, Page 255, public records of St. Johns County, Florida (the "Covenants") or to grant variances as to violations thereof or any rights, powers or authority of Assignor retained under the terms of the Covenants, and any rights pursuant to their position as members of the Architectural Control Committee established by the Covenants.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1<sup>st</sup> day of December, 1982.

JANUS FINANCIAL CORPORATION

By P. Douglas Freedle  
Its President

P. Douglas Freedle  
P. DOUGLAS FREEDLE

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

1982 FEB 22 PM 4: 27

Carl "Bub" Marshall  
CLERK OF CIRCUIT COURT

THIS INSTRUMENT WAS PREPARED BY  
JOHN F. KATTMAN, ATTORNEY  
KATTMAN, ESHELMAN & MacLENNAN, P.A.  
800 BLACKSTONE BLDG., JAX, FLA. 32202

83 15794

DECLARATION  
OF SUPPLEMENTAL  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Inlet Development Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Ponte Vedra Shores West, County of St. Johns, State of Florida, which is more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49, of PONTE VEDRA SHORES WEST, according to map or plat thereof recorded in Map Book 14, Pages 34 and 35 of the public records of St. Johns County, Florida.

SUBJECT, however, to building restriction lines, easements, dedicated roads, and streets, and other matters shown on said plat.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their

This Instrument was prepared by:  
John F. MacLennan, Esquire,  
Kattman, Eshelman & MacLennan, P.A.  
800 Blackstone Building  
Jacksonville, Florida 32202



heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Ponte Vedra Shores West Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

None

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Inlet Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Unit" shall mean and refer to that portion of a building which is normally occupied by a single household; i.e. a quadplex building contains four units.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(d) no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on August 1, 1986.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The

personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Twenty Dollars (\$720.00) per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assess-

ment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date of conveyance of such Lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the

annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. All assessment are due on the first of each month and a late charge of Ten Dollars (\$10.00) shall be assessed with respect to any assessment payments not made by the 10th of the month. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowable by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or

transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the members of the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

RESTRICTIONS

Section 1. Nuisance. No trade, business or other activity shall be carried on upon any lot or within any structure situate upon the subdivision property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All lot set-back areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris.

Section 2. Prohibitions. No antenna, tent, trailer, shack, shed, storage building, tank, barn, pen, kennel, outdoor clothes line, playhouse or other temporary or accessory building or structure may be erected or permitted to remain on any lot at any time. During periods of construction upon any lot, no temporary trailers may be used for living accommodations, nor shall travel trailers, mobile homes, campers, motor homes or the

like be used as living quarters on the property at any time, but construction buildings or construction trailers shall be permitted on a lot during periods of construction.

Section 3. Garbage and Trash. There shall be no burning of garbage, junk or trash within the subdivision. No garbage or trash shall be permitted to accumulate on any lot, and all garbage, junk, trash and the like shall be removed from any lot at the expense of the owner if such is not removed by the owner within thirty (30) days of receipt of written notice from the Architectural Committee mailed to the lot owner by certified or registered mail.

Section 4. Fences. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 6. Vehicles. No recreational vehicle, trailer, utility trailer, house trailer, bus or truck over one-half ton capacity shall be parked or maintained on said property or any portion thereof.

Section 7. Repair Work. No repair work on automobiles or mechanical vehicles or any other like work shall be performed on said property or any portion thereof.

Section 8. Refuse Containers. Each owner shall provide and maintain for the use of the residents of each dwelling unit on each lot adequate refuse can holders which shall be enclosed and constructed so as to be invulnerable to common animals. Such containers shall be either fenced or screened with shrubbery so as not to be visible from abutting streets or adjoining lots.

Section 9. Draperies. Each owner shall install draperies or other attractive window coverings deemed suitable by the Architectural Committee, in each window of each dwelling unit, which coverings or replacements thereof shall remain as permanent fixtures in each dwelling unit.

Section 10. Maintenance. All persons, firms and corporations who may hereafter succeed to the title to, or acquire any lien against or interest in the above described real property and improvements situated thereon, do hereby jointly and severally agree to keep and maintain the said improvements in a good state of repair and to properly care for and maintain all lawns, shrubbery, mail box stands and driveway lighting in a neat and attractive condition. If there is a failure of any person, firm or corporation to fully comply with the terms of this paragraph, after receiving a written thirty (30) day notice from the Association to comply, the Association shall have the right, but not the obligation, to enter in and upon any lot or lots in the subdivision and perform such maintenance upon the plants and

grounds as may be reasonably necessary to keep the lot or lots in a safe and attractive condition, in keeping with the character of the neighborhood. The costs so incurred by the Association shall constitute a lien upon any such lot or lots, and shall bear interest at the highest rate allowed by Florida law until paid.

Section 11. Tree Cutting. No trees having a diameter of two (2) inches or more at a height of four (4) feet above the ground, unless dead or diseased, shall be removed or cut from any lot without first obtaining the prior written approval of the Architectural Committee unless such trees are growing within ten (10) feet of the foundation of any permanent structure on any lot or are growing within two (2) feet of any parking area or sidewalk. Trees of any size lying within these areas may be removed without first obtaining the prior consent of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed and sealed this 15th day of September, 1983.

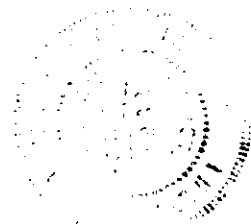
Signed, sealed and delivered in our presence as witnesses:

[Handwritten Signature]  
[Handwritten Signature]

INLET DEVELOPMENT CORPORATION,  
a corporation

BY: [Handwritten Signature]

Its President



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this  
15th day of September, 1983, by Charles M. Fonda,  
President of Inlet Development Corporation, a Florida corpora-  
tion, on behalf of the corporation, and that he executed the  
foregoing document and that the true seal of the corporation was  
affixed thereon this 15th day of September, 1983.

*Beatrice Helen Styles*  
Notary Public, State of Florida,  
at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My commission expires Oct. 2, 1983

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
DUVAL COUNTY, FLA.

1983 SEP 19 PM 3:02

*Carl "Bud" Markel*  
CLERK OF DISTRICT COURT

DECLARATION OF SUPPLEMENTAL COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF

PONTE VEDRA SHORES WEST

THIS DECLARATION, made on the date hereinafter set forth by Inlet Development Corporation, a corporation existing under the laws of the State of Florida, hereinafter referred to as "I.D.C."

W I T N E S S E T H:

WHEREAS, I.D.C. is the owner of certain property in St. Johns County, Florida, located in a subdivision known as Ponte Vedra Shores West, according to map or plat thereof recorded in map book 14, pages 34 and 35 of the public records of St. Johns County, Florida.

NOW THEREFORE, I.D.C. hereby declares that certain of the Properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Ponte Vedra Shores West Homeowner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of one or more units located on any lot which is part of the "Property", including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 3. "Property" shall mean and refer to those certain lots subjected to these covenants and restrictions by I.D.C.

Section 4. "Lot" shall mean and refer to those plots of land shown upon the recorded subdivision of Ponte Vedra Shores West which have been subjected to these covenants and restrictions by I.D.C..

Section 4. I.D.C. shall mean and refer to Inlet Development Corporation, its successors and assigns.

Section 5. "Unit" shall mean and refer to that portion of a building which is normally occupied by a single household.

## ARTICLE II

### USE RESTRICTIONS

Section 1. Property Maintenance. In the event an owner of any unit shall fail to maintain the premises and improvements in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, lake, any outbuildings, and fences located on, contiguous or adjacent thereto, the owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon said property for the purpose of repairing, maintaining and restoring the property and the exterior of the buildings at the sole cost of the owner or owners of said Property. The cost of such repair, maintenance and restoration shall constitute a lien upon said property which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the owner of said property shall, by virtue of having acquired said Property subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

Section 2. Termite Protection. Each owner shall annually cause his dwelling to be inspected by a certified pest control operator for termite and other wood destroying insects, and shall maintain a termite and wood destroying insect bond with respect to his dwelling.

Section 3. Violation. If any person claiming by, through or under I.D.C., or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for I.D.C. or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

ARTICLE III

PARTY WALLS

Section 1. General Rules. The houses located upon the Lots within the Property are commonly referred to as "townhomes" with a characteristic thereof being the existence of common walls or party walls. Each such party wall serves each house contiguous to the party wall. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall (intentionally or otherwise), they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice and subject to, however, the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions in these covenants, any owner who by his negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.

Section 5. Contribution. The right of any owner to contribution from any other owner under these restrictions shall be appurtenant to the land and shall pass to such owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall under the provisions of this article, each party shall chose one arbitrator and such arbitrators shall choose one additional arbitrator. The decision shall be by a majority of all the arbitrators.

Section 7. Existence. Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said Property.

ARTICLE IV

## GENERAL PROVISIONS

Section 1. Applicability. Notwithstanding any provisions contained in these covenants and restrictions, said covenants and restrictions shall apply only to those lots located in the Ponte Vedra Shores West subdivision which are conveyed by an instrument which makes specific reference to these covenants and restrictions.

Section 2. Enforcement. I.D.C. or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this

18<sup>th</sup> day of September, 1984.

Signed, sealed and delivered  
in the presence of:

Inlet Development Corporation

By: Ronald M. Weaver  
Ronald M. Weaver, President

Mary June Sutton  
ATTEST:

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

Before me personally appeared Ronald M. Weaver, the  
President of Inlet Development Corporation, well known to me to  
be the President of Inlet Development Corporation, and he  
acknowledged that he executed the foregoing under authority duly  
vested in him by said corporation as such Officer and for the  
uses and purposes expressed therein, this 18<sup>th</sup> day of  
September, 1984.

Mary June Sutton  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Sept. 23, 1985

FILED AND RECORDED IN  
PUBLIC RECORDS DEPT.  
ST. JOHNS COUNTY, FLA.

1984 SEP 20 AM 10:31

Carl "Tom" Mader  
CLERK OF CIRCUIT COURT

Prepared by, Received and Return To:  
Christopher J. Hurst, Esquire  
Christopher J. Hurst, P.A.  
4340 Southside Blvd., Suite 303  
Jacksonville, Florida 32216

Public Records of  
St. Johns County, FL  
Clerk# 98046027  
O.R. 1355 PG 811  
02:48PM 10/13/1998  
REC \$9.00 SUR \$1.50

ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR PONTE VEDRA SHORES WEST

THIS ASSIGNMENT is made by Inlet Development Corporation, a Florida corporation ("Assignor") and Shell Bay, Inc., a Florida corporation ("Assignee") as of the 7th day of October, 1998.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollar (\$10.00) and other good and valuable considerations INLET DEVELOPMENT CORPORATION, a Florida corporation ("Assignor") hereby assigns to SHELL BAY, INC., a Florida corporation ("Assignee"), all of Assignor's rights and powers under the covenants including to waive or modify the covenants and restrictions for Ponte Vedra Shores West as recorded in Official Records Volume 488, page 255 as supplemented in Official Records Volumes 605, page 302 and Official Records Volume 655, page 1772, all public records of St. Johns County, Florida (the "Covenants") or to grant variances as to violations thereof or any rights, powers or authority of Assignment retained under the terms of the Covenants, and any rights pursuant to their position as members of the Architectural Control Committee established by the Covenants, by that certain Assignment Re: Covenants and Restrictions as recorded in Official Records Volume 629, page 6, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

Inlet Development Corporation,  
a Florida corporation

Ina M. Myers  
Witness

By: Ronald W. Weaver  
Ronald W. Weaver  
Its President

Shula E. Brad  
Witness

Shell Bay, Inc.,  
a Florida corporation

Rita Weber  
Witness

By: Michael E. Braren  
Michael E. Braren  
Its Vice President

Frank Lasci  
Witness

3  
2  
128717

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 1998, by Ronald W. Weaver, as President of Inlet Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

Sheila M. Elrod  
Notary Public  
Commission Expires: 6-02-2001  
(Seal)

SHEILA M. ELROD  
Notary Public, State of Florida  
My Comm. expires June 2, 2001  
Comm. No. CC 651886

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 1998, by Michael E. Braren, as Vice President of Shell Bay, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

Rita Weber  
Notary Public  
Commission Expires: \_\_\_\_\_  
(Seal)



Rita Weber  
MY COMMISSION # CC751329 EXPIRES  
August 29, 2002  
BONDED THRU TROY FAIR INSURANCE, INC.

2493

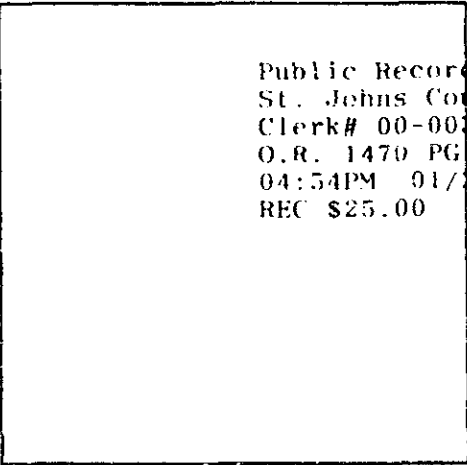
PONTE VEDRA SHORES WEST  
PCRS A/N Sparta #201  
7/1/99

Subject

This document prepared by  
Dobson & Brown, P.A.  
Donald W. Brown, Esq.  
40 East Street, Suite 201  
St. Augustine, Florida, 32084

Space reserved for Clerk pursuant to Sec. 895.28 F.S. under Rule 2.253(c)  
Florida Rules of Judicial Administration

First Amendment to  
Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West



Public Records of  
St. Johns County, FL  
Clerk# 00-008847  
O.R. 1470 PG 1495  
04:54PM 01/28/2000  
REC \$25.00 SUR \$3.50

THIS FIRST AMENDMENT TO  
DECLARATION OF SUPPLEMENTAL  
COVENANTS AND RESTRICTIONS OF  
PONTE VEDRA SHORES WEST, is approved  
on the days and dates shown below by at least  
90 percent of the members at the Association.  
The Declaration of Supplemental Covenants and  
Restrictions for Ponte Vedra Shores West is recorded at Official Records Book 605, Pages 302  
through 316, and at Official Records Book 655, Pages 1772 through 1777 of the Public Records of  
St Johns County, Florida. The Declaration of Supplemental Covenants and Restrictions of Ponte  
Vedra Shores West supplements the Covenants and Restrictions, Ponte Vedra Shores West, Map  
Book 14, Pages 34 and 35, Public Records of St Johns County, Florida as recorded in Official  
Records Book 488, Pages 255 through 258, of the Public Records of St Johns County, Florida.

This First Amendment modifies Article IV, Section 3, of the Declaration of Supplemental  
Covenants and Restrictions of Ponte Vedra Shores West, as follows (additions are underlined,  
deletions are stricken)

Section 3. Amendment The covenants and restrictions of this Declaration shall run with and  
bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which  
time they shall be automatically extended for successive periods of ten (10) years. This Declaration  
may be amended during the first twenty (20) year period by an instrument signed by ~~not less than  
ninety percent (90%)~~ by the written approval of not less than fifty percent (50%) plus one (1) of the  
members of the Association and thereafter by an instrument signed by not less than seventy-five  
percent (75%) of the members of the Association. Any amendment must be recorded

WITNESS OUR HAND AND SEALS on the dates shown below.

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC  
By Norman Stephens  
Its President

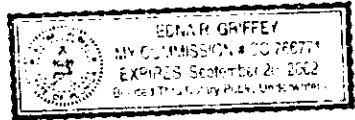
OR1470PG1496

Attest Layne Griffin  
\_\_\_\_\_, Secretary  
(Seal)

STATE OF FLORIDA  
COUNTY OF ST JOHNS

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 25<sup>th</sup> day of JANUARY, 1998 by NORM STEPHENS as President of Ponte Vedra Shores West, a Florida not-for-profit corporation, on behalf of said corporation. NORM STEPHENS produced a Florida Driver's license as identification and did take an oath.

Edna R. Griffey  
\_\_\_\_\_  
Notary Public, State of Florida

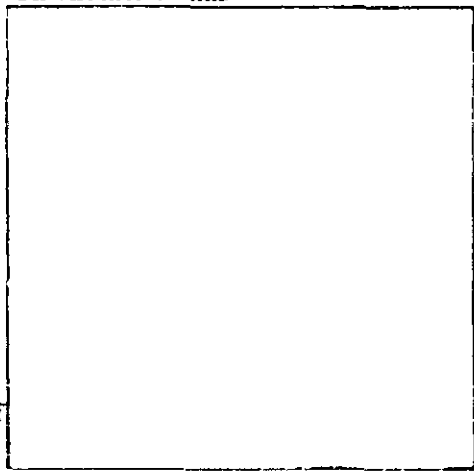


OR1470P61497

This document prepared by  
Dobson & Brown, P.A.  
10000 N. Orange Blossom  
Way, Suite 100  
Orlando, Florida 32837

Specs received for Clerk pursuant to Sec. 895.26 F.S. under F.R. 2.015(c)  
Florida Rules of Judicial Administration

Certificate of Amendment  
First Amendment to  
Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West



COME NOW the undersigned President and  
Secretary of the Ponte Vedra Shores West  
Homeowners' Association, Inc. and hereby certify  
the following:

1. That the attached writing is a true copy of  
the First Amendment to Declaration of the  
Supplemental Covenants and Restrictions for Ponte  
Vedra Shores West.

2. That the Amendment was adopted by the signatures of ninety (90) percent or more of the  
members of the Ponte Vedra Shores Homeowners' Association, Inc.

3. The adopted amendment appears in the minutes of the Association meeting, is attached  
hereto and is unrevoked.

EXECUTED this 25<sup>th</sup> day of JANUARY, <sup>2000</sup>~~1999~~ at St Augustine, St Johns  
County, Florida

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC

By Norman Stephens  
Its President

Attest: Gary Smith  
Secretary  
(Seal)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

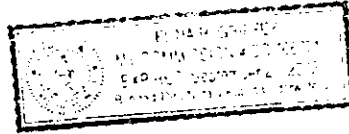
The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before  
me this 25<sup>th</sup> day of JANUARY, ~~1999~~ by NORM STEPHENS, as President of Ponte  
Vedra Shores West, a Florida not-for-profit corporation, on behalf of said corporation.

OR1470PG1498

\_\_\_\_\_ produced a Florida Driver's license as identification and did take an oath

*Edna R. Hoff*

\_\_\_\_\_  
Notary Public State of Florida



PONTE VEDRA SHORES WEST HOMEOWNERS' ASSOCIATION INC  
BOARD OF DIRECTORS  
RESOLUTION PROPOSING FIRST AMENDMENT TO  
DECLARATION OF SUPPLEMENTAL COVENANTS AND RESTRICTIONS  
FOR PONTE VEDRA SHORES WEST

A Resolution of the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc. proposing the First Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West.

WHEREAS, the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc. finds the documents governing the operation of the Association and the control, maintenance and repair of the common elements and the properties subject to the jurisdiction of the Association must provide to the Association the flexibility to address the frequently changing needs of the Association and its members,

THEREFORE, BE IT RESOLVED by the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc., as follows

Section 1. That Article VI, Section 3, of the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West shall be amended as follows (additions are underlined, deletions are stricken):

Section 1 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed ~~by not less than ninety percent (90%)~~ by the written approval of not less than fifty percent (50%) plus one (1) of the members of the Association and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment must be recorded

Section 2. That the Amendment shall become effective upon the approval of 90 percent of the members of the Association as evidenced by their signatures on an instrument of amendment.

Section 3. That the proposed amendment to Article VI, Section 2, of the Declaration of Supplemental Covenants and Restrictions of Ponte Vedra Shores West shall be presented for approval of the owners of residential lots in the subdivision.

Section 4. That upon execution of the instrument of amendment by the required number of owners and the ratification of the instrument of amendment by the Board of Directors, the President and Secretary of the Association are authorized to execute and record in the public records of St Johns County, Florida a certificate of amendment.

PASSED this 9<sup>th</sup> day of DEC., 1999 by the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc

Norman Stephens  
President

Attest: [Signature]  
Secretary  
(Seal)

STANDARD TITLE

Public Records of  
St. Johns County, FL  
Clerk# 00-020275  
O.R. 1495 PG 1777  
10:44AM 05/12/2000  
REC \$105.00 SUR \$13.50

Prepared by and Record and Return to:  
Baron L. Bartlett  
50 North A1A, Suite 103  
Ponte Vedra Beach, FL 32082

01312

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARSH VIEW AT PONTE VEDRA SHORES**

**THIS DECLARATION**, dated April 27, 2000, is made by MARSHVIEW DEVELOPMENT, INC., a Florida corporation, the owner of fee simple title to all of the real property as described on Exhibit A attached hereto (hereinafter the "Property") located within the Ponte Vedra Shores West subdivision as described on the plat recorded in Map Book 14, pages 34 through 35, of the Public Records of St. Johns County, Florida ("Marsh View at Ponte Vedra Shores"). Marshview Development, Inc. hereby declares that all of the lots of Marsh View at Ponte Vedra Shores are as shown on Exhibit A attached hereto, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in these lots in Marsh View at Ponte Vedra Shores or any part thereof.

**ARTICLE I**  
**MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot and Unit, and are intended to create mutual equitable servitudes upon each Lot and Unit in favor of the other Lots and Units, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots and Units, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to a Unit on a Lot within Marsh View at Ponte Vedra Shores subdivision agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II**  
**DEFINITIONS**

Section 2.1 Sub-Association. Marsh View at Ponte Vedra Shores West Association, Inc., a Florida non-profit corporation, its successors and assigns (hereinafter the "Sub-Association"). The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Sub-Association are attached as Exhibits B and C respectively.

Section 2.2 Board. The Board of Directors of the Sub-Association.

Section 2.3 Developer. Marshview Development, Inc., a Florida corporation, Its successors and assigns.

Section 2.4 Marsh View at Ponte Vedra Shores Property. Marsh View at Ponte Vedra

05/11/00  
20

Shores Lots as described on Exhibit A and together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

Section 2.5 Lot. Lot shall mean any lot or other parcel within Marsh View at Ponte Vedra Shores on which a residence has been or could be constructed.

Section 2.6 Unit. Unit shall mean a single-family dwelling located on a lot as a part of a multi-family building, together with all appurtenant improvements located on the Lot.

Section 2.7 Building. The word Building, when capitalized, shall mean a building within the Property containing two or more units.

Section 2.8 Improved Lot. Any Lot on which one or more Units are located.

Section 2.9 Unimproved Lot. Any Lot which is not an Improved Lot.

Section 2.10 Owner. A person who is a record owner of a Unit on each Lot.

Section 2.11 Master Association. Ponte Vedra Shores West Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.12 Original Declaration. The original declaration of Covenants, Restrictions and Easements as recorded in Official Records Volume 488, page 255 and Designation of Architectural Control Committee in Official Records Volume 587, page 219, Assignment in Official Records Volume 629, page 6 and supplemental in Official Records Volume 605, page 302 of the public records of St. Johns County, Florida, and Terms, Conditions, Covenants, Restrictions and Easements in Official Records Volume 655, page 1772 of the public records of St. Johns County, Florida. This document contains provisions creating easements, liens for amounts of money, charges or assessments for various purposes. All Lots and Units herein are subject to these Master Association Declarations and well as these second and subordinate Covenants and Restrictions (hereinafter referred to as the "Master Association").

Section 2.13 Common Property. All real or personal property and all interests in real or personal property (including easements and use rights) owned by the Association, or Developer located within or adjacent to the boundaries of the Lots within Marsh View at Ponte Vedra Shores, held for the common use and enjoyment of the members of the Master Association and the Sub-Association. The common property also specifically includes each Lot and the original plat as controlled by the Master Association. In addition, the Common Property shall specifically include any underground well, feeder lines, pumps, pumphouses and additional components serving the underground irrigation system and any replacements or additions thereto within the Property up to the Lot lines of individual Lots. Finally, until such time as the Developer no longer owns any Lots within the Property, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as Common Property of the Sub-Association as long as the conditions of Section

3.1 regarding addition of property are met.

Section 2.14 The Work. The initial development by the Developer of all or any portion of any Lot as a residential complex by the construction and installation of parking, buildings, landscaping, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

### **ARTICLE III ADDITIONS, DELETIONS, PLATTING**

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to property then subject to this Declaration (for purposes of this Section 3.1, property separated only by public or private roads, water bodies or open space shall be deemed contiguous), (b) the additional land shall be open space to become part of the Common Property adjacent to single family residential Units when the property is made subject to this Declaration, and (c) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Master Association, materially increase the pro rata share of Master Association expenses payable by the Owners of property, other than the Lots subjected to these Covenants and Restrictions, subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time, provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Master Association, materially increase the pro rata share of the Master Association expenses payable by the Owners of property remaining subject to his Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Sub-Association or of any Owner or mortgagee of land in Marsh View at Ponte Vedra Shores.

Section 3.2 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property or any after acquired property.

### **ARTICLE IV PROPERTY RIGHTS**

Section 4.1 Owners' Easement of Enjoyment. The Sub-Association shall at all times be responsible for the maintenance of the Common Property. When the Developer no longer owns any Lots within the Property or, at Developer's option, at any earlier time, the Common Property shall be conveyed to the Sub-Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations, easements of record for drainage and public utilities and perpetual non-exclusive easement for ingress and egress granted to the Master Association. Every Owner shall

have a right of use and an easement of enjoyment in and to the Common Property of the Sub-Association, which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The right of the Sub-Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the property development and maintenance of the Property, including and without limitation, the Developer/s right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and Common Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association. Easements and restrictions of record affecting any part of the Common Property.

4.1.5 Provisions of the Restated Declaration.

4.1.6 Each Lot shall be provided access via a joint and recognized driveway that may be located partially within the Common Property. The driveway serving each Lot is hereby designated for the exclusive use of the Owner of the Lot served, his guests, invitees and authorized delivery persons

Section 4.2 Reciprocal Easements. Reciprocal appurtenant easements are hereby created between each Lot and the adjacent portion or portions of the Common Property, and between adjacent Lots, for (i) the existence, maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, driveways, as provided in this Declaration for the benefit of those persons or entities, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces (and the use thereof for permitted parking purposes), and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the unwillful placement, settling, or shifting of any improvements (including Unit walls) constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (v) the drainage of ground and surface waters as part of the Work.

The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes; and, except as to pull-off parking spaces, easements of encroachment may extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. The easement for encroachment shall specifically allow the continued existence of Unit walls and other improvements appurtenant to any Unit constructed across Lot lines as part of the Work and shall permit reconstruction of such Unit walls and other appurtenances to Units in substantially the same location in the event of destruction of one or more Units within a Building.

There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner of the Association. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot. Entry into any improvement is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

## **ARTICLE V**

### **THE SUB-ASSOCIATION**

**Section 5.1 Membership.** Each Owner including the Developer (at all times so long as it owns any part of the Property subject to this Declaration) shall be a member of the Sub-Association and the Master Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

**Section 5.2 Classes and Voting.** The Sub-Association shall have such classes of membership as are set forth in the Articles of the Association.

**Section 5.3 Duties and Obligations Re: Common Area.** It shall be the duty of the Sub-Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Sub-Association's duties shall include the management, operation, maintenance, repair, servicing, tangible personal property installed by Developer as part of the Common Property. The Sub-Association shall keep the improvements located in the Common Property, if any, including fixtures and personal property of the Sub-Association, insured the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended endorsement and such other risks as from time to time are customarily covered with respect to improvement similar in construction, location and use as the improvements on the Common Property, including but not limited to vandalism and malicious mischief, and flood and water damage, if the improvements are at any time located in a federally designated flood plain area. The Sub-Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the Sub-Association's insurance must provide for waiver of subrogation by the Sub-Association's insurer against any Owner because of unintentional acts or omissions.

**Section 5.4 Lawn and Landscape Maintenance.** In the event the Master Association fails or otherwise refuses to provide lawn and landscape maintenance, the Sub-Association shall provide lawn and landscape maintenance consisting of mowing, trimming, edging, fertilizing, weeding, pruning, and pest control for all grassed and landscaped areas located on each Lot within the Property. The Sub-Association and its employees, contractors or agents shall have an easement over and across all Lots as shall be necessary or convenient to provide the lawn maintenance described

herein. The Sub-Association shall not be responsible for replacement of damaged or dead grass, shrubs or other plants.

Section 5.5 Services. The Sub-Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Sub-Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Sub-Association's responsibilities under this Declaration, whether such personnel are furnished or employed directly by the Sub-Association or by any person with whom it contracts. Without limitation, the Sub-Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Declaration or Sub-Association's rules and regulations.

Section 5.6 Other Rights. The Sub-Association shall have and may exercise any and all other rights, powers, or privileges given to it expressly by this Declaration or the Articles of Incorporation and Bylaws of the Association and shall also have every other right, power, and privilege reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power or privilege so granted.

**ARTICLE VI**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of real property within the Property, other than the Developer, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Sub-Association and the Master Association any annual assessments or charges and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) (other than Lot[s] owned by Developer) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual and special assessments levied by the Master Association or the Sub-Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Sub-Association and for carrying out the responsibilities and obligations of the Sub-Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by the Sub-Association.

Section 6.3 Annual Assessments.

- (a) Until January 1 of the year immediately following the conveyance of the first

Lot by the Developer, the maximum the annual maintenance assessment shall be \$1,800.00 per year or \$150.00 per month for each fully assessable Unit. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association and, so long as it fixes the annual assessment at or below the maximum its decision as to the amount of the annual assessment shall be dispositive.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Unit by the Developer and each year thereafter, the board, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Unit, provided that the maximum annual assessment may not be increased by more than ten percent (10%) above the maximum annual assessment for the previous year unless otherwise approved by a vote of four-fifths (4/5) of the members of the Board.

(c) The amount of the annual assessment shall be fixed by the Board at least thirty (30) days before the beginning of each fiscal year and shall be payable monthly or in such other installments as shall be determined by the Board of Directors. Written notice of such assessment shall be given to every owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least thirty (30) days before the beginning of any fiscal year, the annual assessment then in effect will continue for such fiscal year.

(d) The first annual assessment for Marsh View at Ponte Vedra Shores shall be payable monthly at the rate of \$150.00 per month per fully assessable Unit. The initial capital contribution upon purchase of each Unit shall be \$1,000.00.

**Section 6.4 Commencement of Annual Assessment.** The annual assessment begins as to all Lots within the Property on the first day of the month following the recording of the first deed conveying title by the Developer of any Lot within the Property to an Owner other than the Developer. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

**Section 6.5 Supplemental Assessments.** If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.3 and thereafter during such year determines that the necessary functions of the Sub-Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment (not including special assessments) so long as the total annual assessment is equal to or less than the maximum level specified under Section 6.4.

**Section 6.6 Special Assessment for Capital Improvements and Major Repairs.** In addition to any annual assessments, the Sub-Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by four-fifths (4/5) of the members of the Board.

**Section 6.7 Special Assessments for Maintenance.** The cost of any maintenance undertaken by the Sub-Association under the provisions of Article VIII shall be assessed against the property upon which such maintenance is performed or, in the opinion of the Board, benefiting from same. The assessment shall be apportioned among the property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. Such maintenance assessments shall not be considered a part of the annual assessments imposed upon the Property pursuant to this Article VI or pursuant to the Restated Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Unit and shall become due and payable on all respects, together with interest and fees for the cost of collection as provided for in Section 6.1, and shall be subordinate to mortgage liens to the extent provided by Section 6.12.

**Section 6.8 Uniformity of Assessments.** All annual, supplemental or special assessments for maintenance as provided under Section 6.7, levied by the Sub-Association shall be uniform throughout the Property except that such assessments against any Lot in which the Developer owns an interest and which is not being occupied as a residence may be fixed by the Board of Directors for so long as there is a Class B membership in the Sub-Association (as defined in the Articles of Incorporation) in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%) of the amount of the applicable assessment against Lots owned by the Class A members of the Sub-Association then in effect; provided that the Developer funds the deficits, if any, between the aggregate amount assessed Class A members and the Developer and the total expenses of the Sub-Association during the applicable period of control. Upon transfer of title of a Developer-owned Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A member so the Sub-Association, prorated as of, and commencing with, the month following the date of transfer of title.

**Section 6.9 Negligence.** Any Owner shall be liable to the Sub-Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, invitees or other invitees. This expense shall become part of the Assessment to which such Lot and owner are liable under this Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

**Section 6.10 Duties of the Board in Fixing Assessments.** The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Sub-Association shall, upon demand at any time, furnish to any owner liable for such assessment a certificate in writing signed by an officer of the Sub-Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of and any assessment therein stated to have been paid.

**Section 6.11 Effect of Non-Payment of Assessment, Lien, Personal Obligation, Remedies of Sub-Association.** The lien of the Sub-Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include only assessments which are due and payable when claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interests thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Sub-Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Sub-Association may at any time thereafter bring an action to and/or a suit on the personal obligation against the Owner(s). There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

**Section 6.12 Subordination to Lien of Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan Sub-Association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Sub-Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of Marsh View at Ponte Vedra Shores and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Sub-Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

**Section 6.14 Exempt Property.** The Board shall have the right to exempt any of the Property from the assessments, charge and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All of the common Property;
- (c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Sub-Association.

Notwithstanding any provision herein, no land or improvement devoted to residential

dwelling or related use shall be exempt from such assessments, charges or lien except to the extent provided in Section 6.8 hereof.

**ARTICLE VII**  
**MASTER SUB-ASSOCIATION AND ASSESSMENTS**

Section 7.1 Ponte Vedra Shores West Master Association. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Ponte Vedra Shores West Master Association, Inc. Each Lot within Marsh View at Ponte Vedra Shores has been subjected to annual and special assessments by the Master Association, in accordance with the Original Declaration of Covenants, Restrictions and Easements as recorded in Official Records Volume 488 page 255, of the Public Records of St. Johns County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Restated Declaration by recorded instruments, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Restated Declaration and the Articles of Incorporation and Bylaws of the Master Association.

Section 7.2 Lien Rights. Ponte Vedra Shores West Association, Inc. is entitled to a lien upon each Lot for any unpaid assessments under the Original Declaration. Marsh View at Ponte Vedra Shores West Association, Inc. is likewise entitled to a lien for any unpaid assessments under the Declaration.

Section 7.3 Sub-Association Responsibilities. If for any reason the Sub-Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, the Master Association shall be and is hereby authorized to act for and on behalf of the Sub-Association in such respect that the Sub-Association has refused or failed to act, and any expenses thereby incurred by the Master Association shall be reimbursed by the Sub-Association.

**ARTICLE VIII**  
**OBLIGATIONS OF OWNERS**

Section 8.1 Lot and Unit Maintenance.

(a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Lot, the Unit and the driveway serving his Lot, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, lawn and landscaping items (except that the Sub-Association shall provide the lawn and landscape maintenance described in Section 5.4) and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or Unit or installed by Developer as part of the Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty.

All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition

and appearance as existed at the time of completion of the Work, subject to normal wear and tear that cannot be avoided by normal maintenance.

As to any and all maintenance such as painting and staining, that if performed on one or more Units within a Building without being performed on all Units within the Building would create an unsightly or non-uniform appearance, all Owners within a Building shall perform such maintenance at substantially the same time, except to the extent more frequent maintenance of portions of the Building may be required due to exposure to the sun or other conditions causing accelerated weathering. To insure coordination of such maintenance, no Unit Owner may perform such maintenance upon his Unit unless the other Unit Owners within his building have agreed in writing to perform such maintenance on their Units at substantially the same time or unless the Board shall have given written approval to perform such maintenance upon one or more Units within a Building without performance of such maintenance upon all the Units within the Building. If any Unit Owner believes that such maintenance is necessary on one or more Units within his Building and the Owners of such Units will not perform such maintenance, then the Unit Owner may request that the Board notify such Unit Owners that they shall be required to perform such maintenance within a time period to be determined by the Board.

Each Owner shall promptly perform any maintenance or repair requested by the board to prevent any damage or loss to other Lots or Units or the Common Areas, and shall be liable for all loss or damage sustained by other Owners or the Sub-Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of his Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the Sub-Association and the Architectural Review Committee ("ARC"). Owner shall use only roof materials, paint, and stain colors approved by the Sub-Association and the ARC when performing repair and maintenance, or when repainting or staining the exterior of their Units.

(b) Sub-Association Authority. If (i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after reasonable notice from the Sub-Association specifying the maintenance or repair items and (ii) a majority of the members of the Board so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Sub-Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Sub-Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as elsewhere provided in this Declaration.

**Section 8.2 Insurance.** Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Unit. Each Owner shall provide the Sub-Association with a certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Sub-

Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Sub-Association to purchase insurance covering his Unit and other Units in the Property, provided, however, nothing herein shall be deemed to require the Sub-Association to provide such service.

All policies of insurance carried by the Owners shall provide that insurance proceeds payable on account of loss of, or damage to a Unit shall be payable solely to the Owner and the Owner's mortgagee, if any, except in the case of damage to more than one contiguous unit, in which case the damage shall be adjusted with the carrier or carriers by the Sub-Association and the proceeds shall be payable to the Sub-Association, as trustee for the Owners of the Units damaged and the Owners' mortgagees, if any. Such insurance proceeds shall be applied to repair or restore the Property as provided below. All insurance policies carried by Owners shall provide that coverage may not be cancelled by the carrier without first giving the Sub-Association, and the Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any and all Lot Owners, members of the Lot Owner's family, the Sub-Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause and "no other insurance" clause.

In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Sub-Association as trustee for the Owner or Owners, the Board shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the Property to as good condition as formerly existed. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) members of the Board, or by an agent duly authorized by the Board. The board shall obtain bids from at least two (2) reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all costs of repairing or rebuilding to as good condition as formerly existed, the Board shall levy a special assessment against all Owners of the damaged Units in such proportion as the Board deems fair and equitable in the light of the damage sustained by such Units to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective Owners and mortgagees in such proportion as the Board deems fair and equitable in light of the damage sustained by such Units. Such payments shall be made to all such Owners and their mortgagees as their interest may appear.

**Section 8.3 Termite Protection.** Each Owner shall annually cause his Unit to be inspected by a certified pest control operator for termite and other wood destroying insects, and shall maintain a termite bond with respect to his Unit. Each Owner shall provide the Association with a copy of each annual inspection and evidence that the bond is in full force and effect. Failure of an Owner to obtain and maintain such bond shall permit the Sub-Association following ten (10) days' notice, to obtain a termite inspection and bond, and to specifically assess the Owner for the cost thereof, including a reasonable fee for obtaining the inspection and bond. An Owner may join with

other Owners of Units within his building to obtain termite protection for the entire building or may authorize the Sub-Association to obtain termite protection for his Unit and other Units in the Property; provided, however, nothing herein shall be deemed to require the Sub-Association to provide such service.

## **ARTICLE IX** **ARCHITECTURAL CONTROLS**

Section 9.1 Marsh View at Ponte Vedra Shores Architectural Control Committee. The architectural review and control functions of the Sub-Association shall be administered and performed by the Marsh View at Ponte Vedra Shores Architectural Control Committee ("MVAPVSACC"). The MVAPVSACC shall consist of three (3) members who shall be appointed by and serve at the pleasure of the Developer so long as the Developer owns at least one (1) Lot within Marsh View at Ponte Vedra Shores or until such earlier time as Developer, at its option, assigns the right to appoint the MVAPVSACC to the Board. Thereafter, the MVAPVSACC shall consist of either three (3) or five (5) members (at the option of the Board) who shall be appointed by and serve at the pleasure of the Board. Members of the MVAPVSACC need not be members of the Sub-Association. A majority of the MVAPVSACC shall constitute a quorum to transact business at any meeting of the MVAPVSACC and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the MVAPVSACC. Any vacancy occurring on the MVAPVSACC because of death, resignation, or other termination of service of any member thereof shall be filled by the Developer so long as the Developer owns at least one (1) Unit within Marsh View at Ponte Vedra Shores and by the Board thereafter.

Section 9.2 Approval Required by the MVAPVSACC and ARC. Except for the initial construction of improvements upon any Lot by the Developer, no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, window coverings, landscaping device or object, or other improvements including painting of individual units shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the MVAPVSACC and the ARC (as defined in Section 9.5). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Control Criteria for Marsh View at Ponte Vedra Shores (a copy of which is attached hereto as Exhibit C) as amended from time to time. It shall be the burden of each Owner to supply four sets of completed plans and specifications for any proposed improvement to the MVAPVSACC. The MVAPVSACC shall approve or disapprove plans and specifications properly submitted within thirty (30) days of such submission. The ARC shall approve or disapprove plans and specifications within fifteen (15) days of receipt of notice of approval by the MVAPVSACC. Any plans or change or modification to approved plans shall not be deemed approved by the MVAPVSACC unless a written approval is granted by the MVAPVSACC to the Owner submitting same or unless the MVAPVSACC fails to approve or disapprove such plans or modifications within thirty (30) days of their proper submission.

Section 9.3 Powers and Duties of the MVAPVSACC. The MVAPVSACC shall have the following powers and duties:

9.3.1 To recommend amendments of the Architectural Control Criteria to the Board. Any amendment of the Architectural Control Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and notice at which a quorum is present and voting and approved by a majority of the members of the ARC at a meeting duly called at which a quorum is present and voting. Upon approval by the Board and the ARC, notice of any amendment to the Architectural Control Criteria, including a verbatim copy of such amendment shall be delivered to each member of the Sub-Association. Provided, however, the delivery to each member of the Association of Notice and a copy of any amendment to the Architectural Control Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

9.3.2 To require submission to the MVAPVSACC of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvement, the construction of which is proposed upon any Lot. The MVAPVSACC may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the MVAPVSACC to completely evaluate to proposed structure or improvement in accordance with the provisions hereof.

9.3.3 To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change of modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the MVAPVSACC shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the MVAPVSACC shall have within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive as to Association approval.

9.3.4 To adopt a schedule of reasonable fees for processing requests for MVAPVSACC approval of proposed improvements. Such fees if any, shall be payable to the Sub-Association, in cash, at the time that plans and specifications are submitted to the MVAPVSACC.

**Section 9.4 Compensation of MVAPVSACC.** Members of the MVAPVSACC shall serve without compensation so long as the Developer retains the right to appoint the members of the MVAPVSACC. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the MVAPVSACC, and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

**Section 9.5 Architectural Review Committee.** Upon approval of any plans and specifications by the MVAPVSACC, the MVAPVSACC shall notify the Master Association ARC in

writing of such approval and shall provide a copy of the plans and specifications to the Master Association ARC. The Master Association ARC shall have fifteen (15) days from the date of approval by the MVAPVSACC to determine whether the requested improvement is in harmony with the development of Marsh View at Ponte Vedra Shores. The Master Association ARC shall indicate its approval of the requested improvement by marking or stamping the plans with its seal and the date. If the Master Association ARC disapproves the requested improvement, it shall provide written notice of such disapproval to the MVAPVSACC and the Owner. Disapproval by the Master Association ARC may be appealed to the Board of Directors of the Master Association for a period of fifteen (15) days after receipt of notice of disapproval by Owner. If the Master Association ARC does not act within fifteen (15) days of receipt of the plans and specifications, it shall be deemed to have approved the requested improvement.

Section 9.6 No Liability. The reviews, acceptances, inspection, permissions and approvals required under this Declaration and made by the Developer, Sub-Association, Master Association, MVAPVSACC, Master Association ARC, or their agents or employees are for the sole purpose of protecting the aesthetic integrity of Marsh View at Ponte Vedra Shores. As a result, neither the Developer, Sub-Association, Master Association, MVAPVSACC, ARC or their agents or employees express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Master Association, MVAPVSACC, ARC or their agents or employees shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or on any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, MVAPVSACC, Sub-Association, Master Association, ARC or their agents or employees.

## **ARTICLE X** **RESTRICTIONS**

Section 10.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes by the Developer during the development and sale of Marsh View at Ponte Vedra Shores and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

Section 10.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the MVAPVSACC. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer. This provision shall not be interpreted to prohibit construction of irrigation pumphouses and similar structures by the Developer as part of the Work.

Section 10.3 Layout and Setbacks. In order to assure that location of dwellings will be staggered where practical and appropriate, to assure visual and acoustical privacy and so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserved unto itself, its

successors and assigns, the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots. Provided, however, that all buildings will be set back at least 10 feet from the front lot line and 15 feet from the rear lot line and that there will be a minimum of 20 feet between four-plex buildings.

**Section 10.4 Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building totally isolated from public view. All motor vehicles must be parked in garages from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during construction of the Work only with the express written consent of the Developer and in an area designated by the Developer.

**Section 10.5 Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with televisions, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or a question arises as to what may be or become a nuisance, the issue shall be submitted to the Board. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with. During construction or reconstruction of all or any part of the Work, the noise, dust or other inconvenience created by such construction shall not be considered a nuisance so long as the construction activities are performed in accordance with normal usual practices.

**Section 10.6 Antenna.** No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Marsh View at Ponte Vedra Shores. Antennas, if any shall be built into the attic space of the home.

**Section 10.7 Landscaping Maintenance.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of plants, plant beds, trees, turf, proper irrigation and marsh edge maintenance. The Sub-Association shall provide the lawn and landscape maintenance described in Section 5.4 of this Declaration. Each Owner, however, shall be responsible for removal and replacement of damaged or dead grass, shrubs and other plants. In order to implement effective control, the Sub-Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VIII hereof. During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is proceeding. During construction of the

dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. The foregoing provisions shall not apply to the original construction of the Work.

**Section 10.8 Casualty Damages.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within three (3) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed thirty (30) days from the date of such damage or destruction.

**Section 10.9 No Further Subdivision.** No Lot shall be divided, subdivided or reduced in size.

**Section 10.10 Trees.** No tree or shrub, the trunk of which exceeds four inches in diameter, shall be cut down, destroyed or removed from the Lot without the prior express written consent of the MVAPVSACC.

**Section 10.11 Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the MVAPVSACC.

**Section 10.12 Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARC.

**Section 10.13 Lighting.** No external lighting shall be installed without the prior approval of the MVAPVSACC. No lighting shall be permitted which alters the residential character of Marsh View at Ponte Vedra Shores.

**Section 10.14 Animals.** No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two dogs, two cats, or two caged birds (or any combination thereof not exceeding two animals) may be kept in the Units provided that such pets are neither dangerous nor a nuisance to the residents of the Property. All animals shall be kept under control by the Owner at all times and leashed when outside the Owners' dwelling. Each Owner shall be responsible for cleaning up after his pet. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive or wildlife or Property, they may not thereafter be kept in a Unit.

**Section 10.15 Fences.** Except as originally provided by the Developer, or as approved by the Developer (and the MVAPVSACC and the Master Association ARC) to provide visual and

acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot.

Section 10.16 Maintenance of Driveways. The Sub-Association shall be responsible for maintenance of the driveway serving his Lot.

Section 10.17 Prohibition of Timesharing. No Residence within the Subdivision may be divided into Time-Share units as defined in Section 721.05 of the Florida Statutes.

**ARTICLE XI**  
**PARTY WALLS**

Section 11.1 General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use.

In the event that any Owner should fail or refuse to perform or pay for any maintenance, repairs, or restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida.

The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after the service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, by certified or registered mail, postage prepaid, and deposited in the United States Mail.

After expiration of the thirty (30) days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or expense incurred by the affected owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable as that provided by the Florida Mechanic's Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in that statute for discharge of liens, duration of liens, and transfer of liens to security.

No lien acquired under this provision shall be superior to or effective against any bona fide

purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

**Section 11.3 Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

**Section 11.4 Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**Section 11.5 Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

**Section 11.6 Easement.** In the event that there shall be located within any party wall pipes, vents, electrical outlets, or other structures serving one or more Lots or Units, the Owner of each lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, electrical outlet or other structure.

## ARTICLE XII RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

**Section 12.1 Utilities and Drainage.** Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area, or part of the Common Property on the plat of Marsh View at Ponte Vedra Shores or on the plat of any property made subject to this Declaration pursuant to Section 3.1 and on, in and over a strip of land within each Lot five (5) feet in width at the front of each Lot and on, in and over a strip of land five (5) feet in width at the rear of each of Lots. Finally, as to side Lot lines between Buildings, an easement of five (5) feet in width is reserved on each Lot having such a Lot line along such line.

**Section 12.2 Drainage.** Drainage flow shall not be obstructed or diverted from drainage easement. Developer or the Sub-Association, may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any

permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

**Section 12.3 Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserved the right to grant easements and rights of way over, under and through the Common Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

**Section 12.4 Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

**Section 12.5 Easements for Maintenance Purposes.** The Developer reserves for itself, the Sub-Association, and their agents, employees, successors or assigns an easement, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or Sub-Association.

**Section 12.6 Developer Rights re Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, the rights to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within Marsh View at Ponte Vedra Shores. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

**Section 12.7 Reservation of Right to Release Restrictions.** In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot or Unit from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon the granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots

### **ARTICLE XIII UTILITY PROVISIONS**

**Section 13.1 Water System.** The central water supply system provided for the service of Marsh View at Ponte Vedra Shores shall be used as the sole source of potable water for all water

spigots and outlets located within or on all buildings and improvements located on each Lot and each Unit. Each Owner shall pay water meter charges established or approved by Developer or other supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Unit. No individual water supply system or well for consumptive purposes shall be permitted on any Lot or Unit.

**Section 13.2 Irrigation System.** Irrigation for the Common Property shall be provided and maintained by the Sub-Association. Each Lot shall be provided with an irrigation system as part of the original improvements installed by Developer. The Unit Owners shall be solely responsible for the maintenance of the system located on each Unit.

**Section 13.3 Sewage System.** The central sewage system provided for the service of Marsh View at Ponte Vedra Shores shall be used as a sole sewage system for each Lot and Unit. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of their Unit and Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within Marsh View at Ponte Vedra Shores.

**Section 13.4 Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots only by parties and companies approved by the Sub-Association. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

**Section 13.5 Electrical and Telephone Service.** All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

#### **ARTICLE XIV GENERAL PROVISIONS**

**Section 14.1 Duration and Remedies for Visitation.** The Covenants and Restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Sub-Association, Master Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Sub-Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and restrictions in whole or part. Violation or breach of any condition covenant or restriction herein contained shall give the Developer and/or Sub-Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of

such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Sub-Association or both in seeking such enforcement.

**Section 14.2 Notices.** Any notice required to be sent to any member, Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Sub-Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Sub-Association shall be sent in the manner described above to the registered office of the Sub-Association.

**Section 14.3 Severability.** Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 14.4 Amendment.** This Declaration may be amended at any time as follows:

**14.4.1** The amendment must first be approved in writing by the Board of Directors of the Master Association unless the Board of Directors of the Master Association determines, in its sole discretion, that the amendment will have no substantial adverse effect on the health and safety of Owners of land outside the Property or on the value and appearance of other lands within Marsh View at Ponte Vedra Shores West.

**14.4.2** After approval by the Board of Directors of the Master Association (or their determination that such approval is not necessary), the text of the amendment must be included in the notice of a duly called meeting of the Owners.

**14.4.3** The amendment must be approved by the Owners of at least two-thirds (2/3) of the Units within Marsh View at Ponte Vedra Shores signifying their approval by signing a copy of the amendment. The number of Units owned by each Owner shall be indicated next to his signature on the copy of the amendment.

**14.4.4** Upon approval of the amendment by the Board of Directors of the Master Association (unless not required under Section 15.4.1) and by the Owner, the President of the Sub-Association shall execute and the Secretary of the Sub-Association attest to a copy of the amendment document which shall be recorded in the public records of St. Johns County, Florida.

**14.4.5** Notwithstanding the foregoing, so long as the Developer is the owner of any Lot(s) or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

**14.4.6** Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 14.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 14.6 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

MARSHVIEW DEVELOPMENT, INC.

*Shariisse Margaret DelVecchio*

By: *Henry P. Woodburn*

Print Name Shariisse Margaret DelVecchio

Its PRESIDENT

*Baron L. BARTTT*

Print Name Baron L. BARTTT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores was acknowledged before me this 27<sup>th</sup> day of April, 1999, by Henry Woodburn the President of Marshview Development, Inc., a Florida corporation, [H] who is personally known to me or [ ] who has produced Personally Known as identification.



Shariisse Margaret Del Vecchio  
Notary Public, State of Florida  
My comm. expires Oct. 10, 2003  
Comm. No. CC 578486

*Shariisse Margaret DelVecchio*  
NOTARY PUBLIC

**CONSENT AND JOINDER TO**  
**COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARSH VIEW AT PONTE VEDRA SHORES**

Shell Bay, Inc., a Florida corporation, does hereby consent to and join in the execution of the Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that all of the lots of Marsh View at Ponte Vedra Shores as shown on Exhibit A attached to the Covenants and Restrictions, shall hereafter be subject to all the terms and provisions thereof.

Dated this 27 day of April, 2000.

Signed, sealed and delivered  
in the presence of:

SHELL BAY, INC.

Barbara S. Walker

By: Michael E. Braren  
Michael E. Braren, President

Print Name Barbara S. Walker

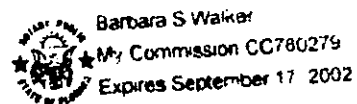
Sherry Hice

Print Name Sherry Hice

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2000, by Michael E. Braren as President of Shell Bay, Inc., who is personally known to me.

Barbara S. Walker  
NOTARY PUBLIC



0R1495P61801

**CONSENT AND JOINDER TO**  
**COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARSH VIEW AT PONTE VEDRA SHORES**

The Board of Directors of Ponte Vedra Shores West Homeowners Association, Inc. does hereby consent to and join in the execution of the Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that all of the lots of Marsh View at Ponte Vedra Shores as shown at Exhibit A attached to the Covenants and Restrictions, shall hereafter be subject to all the terms and provision thereof.

Dated this 2nd day of May 2000

Signed, sealed and delivered  
in the presence of:

Ponte Vedra Shores West  
Homeowners Association, Inc.

Marilyn L. Allen

By: Norman Stephens  
Its President

Print Name: Marilyn L. Allen

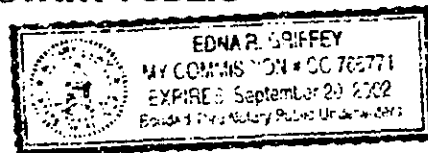
Nicole Attebury

Print Name: Nicole Attebury

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of May 2000, by Norm Stephens as President of Ponte Vedra Shores West Homeowners Association, Inc., who is personally known to me.

Edna R. Griffey  
NOTARY PUBLIC



CR1495P61802

**EXHIBIT "A"**

Lots 2, 3, 13, 14, 16, 17, and 18, PONTE VEDRA SHORES WEST, according to plat thereof as recorded in Map Book 14, pages 34 and 35 of the public records of St. Johns County, Florida.

Return To:

Jacobs, Jacobs & Assoc., Inc.  
2085 AIA South, Ste. 201  
St. Augustine, FL 32084

The document prepared by  
Debra M. Jones, P.A.  
Florida W. Debra Jones  
40 West Street, Suite A  
St. Augustine, Florida 32084

Search received for Clerk pursuant to Sec. 929.28, F.S. and/or Rule 2.055(f),  
Florida Rules of Judicial Administration

Second Amendment to  
The Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West

Public Records of  
St. Johns County, FL  
Clerk# 00-026453  
O.R. 1505 PG 1268  
03:32PM 06/21/2000  
REC \$9.00 SUR \$1.50

**THIS SECOND AMENDMENT TO  
THE DECLARATION OF SUPPLEMENTAL  
COVENANTS AND RESTRICTIONS FOR  
PONTE VEDRA SHORES WEST**

is approved on the days and dates shown below by at  
least Fifty (50%) percent plus one (1) of the voting  
members at the Association. The Declaration of

Supplemental Covenants and Restrictions for Ponte Vedra Shores West is recorded at Official  
Records Book 605, Page 302 and at Official Records Book 655, Page 1772 of the Public Records  
of St. Johns County, Florida. The Declaration of Supplemental Covenants and Restrictions of Ponte  
Vedra Shores West Homeowners' Association, Inc. supplements the Covenants and Restrictions,  
Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records of St. Johns County,  
Florida as recorded in Official Records Book 488, Page 255 of the Public Records of St. Johns  
County, Florida. The First Amendment to the Declaration of Supplemental Covenants and  
Restrictions for Ponte Vedra Shores West is recorded at Official Records Book 1470, Page 1495 of  
the Public Records of St. Johns County, Florida.

This Second Amendment modifies Article III, Section 1 and Article III, Section 2 of the  
Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West as follows  
(additions are underlined, deletions are ~~stricken~~).

**Section 1.** That Article III, Section 1 and Article III, Section 2, Declaration of Supplemental  
Covenants and Restrictions for Ponte Vedra Shores West Homeowners' Association, Inc. shall be  
amended as follows (additions are underlined, deletions are ~~stricken~~):

**Article III, Section 1. Membership and Voting Rights.** ~~Every owner of a lot which is subject  
to assessment shall be a member of the Association. Membership shall be appurtenant to and may  
not be separated from ownership of any lot which is subject to assessment.~~

Every person or entity who is a record owner of a fee or undivided fee interest in any unit  
which is subject by covenants of record to assessment by this Association, including contract sellers,  
shall be a member of this Association. The foregoing is not intended to include persons or entities  
who hold an interest merely as security for the performance of an obligation. Membership shall be  
appurtenant to and may not be separated from ownership of any unit which is subject to assessment  
by the Association.

Article III, Section 2. The Association shall have two classes of voting membership

~~Class A Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cease with respect to any Lot.~~

~~Class B The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.~~

~~(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or~~

~~(b) on August 1, 1987.~~

~~Members as defined above are entitled to one (1) vote for each unit owned. If more than one person holds the record title to any unit, all such persons are members, but there may be only one vote cast with respect to such unit. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any unit is held by husband or wife, either co-owner is entitled to cast the vote for such unit unless and until the Association is otherwise notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.~~

WITNESS OUR HAND AND SEALS on the dates shown below.

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC

By: Norm Stephens  
5/8/2000 its President

Attest: [Signature]  
Secretary  
(Seal)

*Notary*  
70: Jacobs, Jacobs & Assoc., Inc.  
2085 AIA South, Ste. 201  
St. Augustine, FL 32084

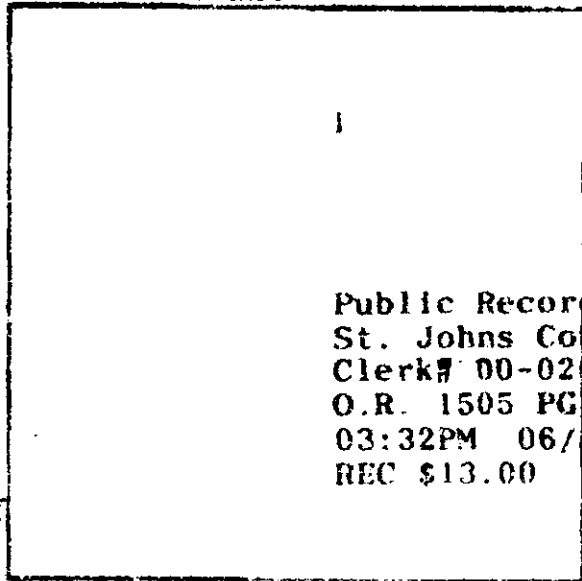
The attached prepared by  
Dobson & Brown, P.A.  
Notary Public, State of  
Florida, Commission No. 11  
St. Augustine, Florida 32084

Esseco received for Cert pursuant to Sec 686.26, F.S., and to Rule 2.053(a)  
Florida Rules of Judicial Administration

**Certificate of Amendment  
First Amendment to  
Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West**

COME NOW the undersigned President and Secretary of the Ponte Vedra Shores West Homeowners' Association, Inc. and hereby certify the following:

1. That the attached writing is a true copy of the First Amendment to Declaration of the Supplemental Covenants and Restrictions for Ponte Vedra Shores West.
2. That the Amendment was in accordance with the requirements of the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West.
3. The adopted amendment appears in the minutes of the Association meeting, is attached hereto and is unrevoked.



Public Records of  
St. Johns County, FL  
Clerk # 00-025452  
O.R. 1505 PG 1265  
03:32PM 06/21/2000  
REC \$13.00 SUR \$2.00

EXECUTED this 9<sup>th</sup> day of DECEMBER, 1999 at St. Augustine, St. Johns County, Florida.

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC.

By *[Signature]*  
Its President

Attest: *[Signature]*  
Secretary  
(Seal)

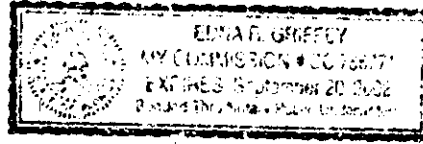
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 9<sup>th</sup> day of December, 1999, by *[Signature]* as President of Ponte Vedra Shores West, a Florida not-for-profit corporation, on behalf of said corporation.

DR1505P61266

Know to me produced a Florida Driver's license as identification and did take an oath

Edna R. Greecy  
Notary Public, State of Florida



**Pontz Vedra Shores West Homeowners Association, Inc.**

**Minutes - Board of Directors Meeting**

**Held at 211 1th St., St. Augustine, Florida 32085**

**December 9, 1999**

1. **Call to Order.** Mr. Stephens, President, called the meeting to order at 7:00 P.M. on the date above noted.
2. **Determination of a quorum.** Directors Mr. Norm Stephens, Mrs. Glennis Morris, Mr. Pete Heckman, Ms. Gayle Irwin and Mr. Buck Griffin were present. A quorum was announced. Also in attendance were Mr. Philip H. Jacobs, Managing Agent, Mr. Ron Brown, Attorney for the Association and Mr. Spencer Cason.
3. **New Business.**
  - **Discussion of Covenant Revision:** Mr. Brown, Attorney, addressed the board on the options related to revising the covenants of the Association. Mr. Stephens announced that the Association has received the necessary 90% vote of the eligible voters to reduce the vote necessary from 90% to a simple majority to revise the Association's covenants. A resolution from the Board attesting that the Board approves this change is necessary and an "Amendment" offered by Mr. Brown will need to be filed with the Clerk of the Court in St. Johns County. *Mr. Stephens moved, seconded by Mr. Heckman, that the Resolution be filed in the public records of St. Johns County. All yes, motion carried.*
  - **Consideration of Building design approval:** Mr. Spencer Cason, owner of 4400 Seagate Lane, requested permission from the Board to alter the building in accordance with Exhibit (1). *Mr. Stephens moved, seconded by Mr. Heckman, to ratify the approval for these changes, previously approved by a phone vote on December 1, 1999.*  
*Mr. Stephens moved, seconded by Ms. Irwin, to approve the plans/elevation presented by Mr. Cason for new construction on lots 2, 3, 16, 17 & 18.*
4. **Confirmation.** Mr. Stephens confirmed that the meeting had been announced in accordance with the Bylaws of the Association and the state statutes.
5. **Approval of the Minutes of the September 21, 1999 meeting.** *Mr. Heckman moved, seconded by Ms. Irwin, to waive the reading of the minutes and approve as presented.*
6. **Financial Report.** Mr. Jacobs announced that the operating account, as of December 9, 1999, has \$4,548.00. The reserve account contains \$22,037.00.
7. **New Business (Continued).**
  - **Mulching.** *Mr. Griffin moved, seconded by Ms. Irwin, to approve mulching of the front areas of each building. All yes, motion carried.*
  - **Consideration of the 2000 Operating Budget.** *Mr. Heckman moved, seconded by Mr. Griffin to approve the budget as presented. All yes, motion carried.*
  - **Consideration of Management Contract.** *Mr. Heckman moved, seconded by Ms. Irwin, to approve the Management Contract for Jacobs, Jacobs & Associates, Inc. All yes, motion carried.*
8. **Call to Adjourn.** *Mr. Stevens moved, seconded by Mr. Morris, the meeting be adjourned. All yes, meeting adjourned at 7:34 PM.*

Respectfully submitted,

  
Gayle Irwin, Secretary

John W. 70;

Jacobs, Jacobs & Assoc., Inc.  
2085 AIA South, Ste. 201  
St. Augustine, FL 32084

2  
8/17/99

**PONTE VEDRA SHORES WEST HOMEOWNERS' ASSOCIATION INC  
BOARD OF DIRECTORS  
RESOLUTION PROPOSING FIRST AMENDMENT TO  
DECLARATION OF SUPPLEMENTAL COVENANTS AND RESTRICTIONS  
FOR PONTE VEDRA SHORES WEST**

A Resolution of the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc proposing the First Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West

WHEREAS, the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc finds the documents governing the operation of the Association and the control, maintenance and repair of the common elements and the properties subject to the jurisdiction of the Association must provide to the Association the flexibility to address the frequently changing needs of the Association and its members,

THEREFORE, BE IT RESOLVED by the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc., as follows:

Section 1. That Article VI, Section 3, of the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West shall be amended as follows (additions are underlined, deletions are stricken):

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) by the written approval of not less than fifty percent (50%) plus one (1) of the members of the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment must be recorded

Section 2. That the Amendment shall become effective upon the approval of 90 percent of the members of the Association as evidenced by their signatures on an instrument of amendment

Section 3. That the proposed amendment to Article VI, Section 2, of the Declaration of Supplemental Covenants and Restrictions of Ponte Vedra Shores West shall be presented for approval of the owners of residential lots in the subdivision

Section 4. That upon execution of the instrument of amendment by the required number of owners and the ratification of the instrument of amendment by the Board of Directors, the President and Secretary of the Association are authorized to execute and record in the public records of St Johns County, Florida a certificate of amendment

Public Records of  
St. Johns County, FL  
Clerk# 00-026451  
O.R. 1505 PG 1263  
03:32PM 06/21/2000  
REC \$9.00 SUR \$1.50

OR1505PG1264

PASSED this <sup>24<sup>th</sup></sup> ~~day~~ <sup>DEC.</sup> of ~~June~~, 1999 by the Board of Directors of the Ponte Vedra Shores  
West Homeowners' Association, Inc

*Elaine Thorne*  
President

Attest *Stephanie*  
Secretary  
(Seal)

T. L. Steward  
1 112  
④

Public Records of  
St. Johns County, FL  
Clerk# 01-002593  
O.R. 1559 PG 1260  
02:14PM 01/19/2001  
REC \$17.00 SUR \$2.50

Prepared by and Record and Return to:  
Baron L. Bartlett  
50 North A1A, Suite 103  
Ponte Vedra Beach, FL 32082

66801

**SUPPLEMENTAL DECLARATION  
FOR SUBMISSION OF ADDITIONAL PROPERTY TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MARSH VIEW AT PONTE VEDRA SHORES**

**THIS SUPPLEMENTAL DECLARATION** is made this 12 day of January, 2001, by **MARSHVIEW DEVELOPMENT, INC.**, a Florida corporation ("Developer") and **SHELL BAY, INC.**, a Florida corporation ("Owner") and **HENRY P. WOODBURN, III** ("Owner").

WITNESSETH:

**WHEREAS**, Owners are the fee simple title holder of certain lands located in St. Johns County, Florida, more particularly described as:

Lots designated as 4, 19, 20, 21, 22, and 23, Ponte Vedra Shores West recorded in the map book 14, pages 34 and 35 of the public records of St. Johns County, Florida ("the Land"); and

④  
19.50

**WHEREAS**, Developer is desirous of subdividing the land into single family residential units on each resulting lot; and

**WHEREAS**, Article III of the original Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores (the Covenants) recorded in Official Records Book 1495, page 1777 and as further amended by Amendment to Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores provides the authority to include and subject such land to the Covenants and Restrictions (as amended); and

**WHEREAS**, the Developer and Owners agree that the land should be subjected to the original Declaration (as amended);

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the parties declare as follows:

1. The above recitals are true and correct and are hereby incorporated herein by reference.

2. Developer hereby declares and the Owners hereby subject the Land (Lots described hereinabove) to the terms and conditions of the original Declaration of Covenants and Restrictions as amended and developer and owners hereby state that the land should be held, sold, conveyed, occupied, transferred, hypothecated, encumbered, rented, used, improved and mortgaged subject to all of the easements, restrictions, covenants and conditions contained in the Declaration (as amended) which are for the purpose of protecting the value and desirability of and which shall run with the title to the Land and be binding on all parties having right, title or interest in the Land,

their heirs, successors and assigns, and shall inure to the benefit of each individual unit owner as required therein. Further, Owners agree and covenant that the Land shall be subdivided into individual units on each lot and therefore, each individual owner of each individual lot, their heirs, successors and assigns, shall, upon receipt of a deed therefor, automatically become a member of the Sub-association and the Master Association with full rights and all obligations of such Members, including the assessment of the Owner of each individual unit for their pro rata share of the Master Association expenses and Sub-association expenses.

3. The Sub-association, hereby consents to the annexation of the land to the declaration (as amended) and agrees and acknowledges that no joinder of the owners is required in that the addition of the land will not materially increase the pro rata share of the sub-association expenses payable by existing unit owners of the property subject to this Declaration (as amended).

4. Except as supplemented herein, all terms and conditions of the original Declaration (as amended) shall remain in full force and effect.

IN WITNESS WHEREOF, Owners, Developer and the Sub-association have caused this Supplemental Declaration to be executed and by their respective seals affixed hereto by their duly authorized officers, effective the date and year first above written.

Signed, sealed and delivered in the presence of:

MARSHVIEW DEVELOPMENT, INC., a Florida corporation

Jessie Crews  
Print Name Jessie Crews  
Rhonda Vicente  
Print Name Rhonda Vicente

By Henry P. Woodburn III  
Its President

SHELL BAY, INC., a Florida corporation

Jessie Crews  
Print Name Jessie Crews  
Rhonda Vicente  
Print Name Rhonda Vicente

By [Signature]  
Its Chief Executive

Jessie Crews  
Print Name Jessie Crews  
Rhonda Vicente  
Print Name Rhonda Vicente

Henry P. Woodburn III  
Henry P. Woodburn, III

MARSH VIEW AT PONTE VEDRA SHORES  
WEST ASSOCIATION, INC.,  
a Florida non-profit corporation

Jessica Crews  
Print Name Jessica Crews  
Rhonda Vicente  
Print Name Rhonda Vicente

By Henry P. Woodburn III  
Its President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Supplemental Declaration for Submission of Additional Property to Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores was acknowledged before me this 12<sup>th</sup> day of January, 2001, by Henry P. Woodburn III, the President of Marshview Development, Inc., a Florida corporation, [] who is personally known to me or [] who has produced \_\_\_\_\_ as identification.

Rhonda M. Vicente  
NOTARY PUBLIC



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Supplemental Declaration for Submission of Additional Property to Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores was acknowledged before me this 12<sup>th</sup> day of January, 2001, by Michael E. Bracke, the Vice-President of Shell Bay, Inc., a Florida corporation, [] who is personally known to me or [] who has produced \_\_\_\_\_ as identification.

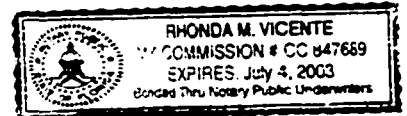
Rhonda M. Vicente  
NOTARY PUBLIC



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Supplemental Declaration for Submission of Additional Property to Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores was acknowledged before me this 12<sup>th</sup> day of January, 2001 by Henry P. Woodburn, III  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Rhonda M. Vicente  
NOTARY PUBLIC



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Supplemental Declaration for Submission of Additional Property to Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores was acknowledged before me this 12<sup>th</sup> day of January, 2001, by Henry P. Woodburn, III, the President of Marsh View at Ponte Vedra Shores West Association, Inc., a Florida non-profit corporation,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Rhonda M. Vicente  
NOTARY PUBLIC



STEWART-TITLE

12289  
14

Prepared by and Record and Return to:  
Baron L. Bartlett, Esq.  
Bartlett & Deal, P.A.  
135 Professional Drive, Suite 101  
Ponte Vedra Beach, FL 32082  
(904) 285-5299

Public Records of  
St. Johns County, FL  
Clerk# 01-019314  
O.R. 1592 PG 467  
04:08PM 04/24/2001  
REC \$57.00 SUR \$7.50

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
MARSH VIEW AT PONTE VEDRA SHORES WEST**

THIS AMENDMENT made this 15<sup>th</sup> day of February, 2001, by MARSHVIEW DEVELOPMENT, INC., a Florida corporation, ("Developer") and SHELL BAY, INC., a Florida corporation ("Owner").

**RECITALS**

A. Developer subjected certain land to the Declaration of Covenants and Restrictions for Marshview Development, Inc., as recorded in Official Records Book 1495, page 1777 et seq. of the public records of St. Johns County, Florida.

B. Developer desires to amend the following provisions and add where necessary language to express clarity, alleviate ambiguity, and otherwise modify the provisions referenced herein below.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the original Declaration as follows:

**ARTICLE II**

Section 2.13 Common Property: Additionally, the definition of common property herein shall include all of the remaining portion of each Lot exclusive of the units constructed thereupon. In addition, the Common Property shall specifically include the Stormwater Management System (defined below), any underground well, feeder lines, pumps, pumphouses and additional components serving the underground irrigation system and any replacements or additions thereto within the Property up to the Lot lines of individual Lots.

Section 2.15 Stormwater Management System. A system designed, constructed, or implemented to control discharges necessitated by rainfall, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, or water pollution, or otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Florida Administrative Code.

6450

ARTICLE IV

OR 1592 P 60468

Section 4.3 Stormwater Management System.

(a) Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System including, without limitation, retention areas, swales, dry ponds, , conduits, and berms on portions of certain Lots as shown on Exhibit A attached hereto and incorporated herein. Developer reserves for itself, its successors and assigns, and conveys to the Association, its designees and agents, a nonexclusive, perpetual, alienable blanket easement over, under and across the ground within the Property, including any platted easements and any easements reserved herein or otherwise, for ingress, egress, installation, replacement, repair, use and maintenance to maintain and correct the drainage of surface water. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, construct or modify any berms placed along the rear of Lots as part of the Stormwater Management System, or to take any other similar action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or Association shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

(b) Conservation Easement. Developer hereby creates a Conservation Easement over, under and across that portion of the Property lying westerly of the Lots shown on Exhibit A and as designated by the St. Johns River Water Management District and Department of Environmental Regulation Wetlands Jurisdictional Lines.

Developer reserves for itself, its successors and assigns, and grants to the Association, a perpetual nonexclusive easement over, under and across the rights of way and easement areas shown on any recorded plat of the Property as to those Lots adjacent to or compromising a part of the Conservation Easement located along the westerly boundary of the Property, as described above, for ingress, egress, installation, replacement, and maintenance of the vegetation and the maintenance and correction of surface water drainage within such Conservation Easement. This easement shall in no way affect any other recorded easements on the Property. Those portions of the Conservation Easement located outside the Lots shall be conveyed to and maintained by the Association. Each Owner whose Lot contains any portion of the Conservation Easement shall maintain the vegetation and the embankment of any retention area within such Conservation Easement in a clean and aesthetically attractive manner, so as to prevent erosion. If an Owner fails to maintain the vegetation and embankments as provided herein, the Association, after ten (10) days' written notice to the Owner and approval by the majority of the Members of the board of Directors, shall have the right to enter upon such Lot to replant, restore, replace and maintain any part of such vegetation and embankments. All costs related to such restoration or maintenance shall be a Lot Assessment (as hereinafter defined) payable by the responsible Owner immediately upon receipt of a written invoice or statement therefor.

(c) Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System and over a parcel of land extending landward five feet (5') from any water's edge and from the retention areas as shown on the Plat of the Property for the purpose of providing the maintenance required herein. The Association is granted a perpetual non-exclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

(d) Maintenance. Except as specifically set forth herein to the contrary, the Association is responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the St. Johns River Water Management District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. The Association shall maintain and control the water level and quality of the Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, right, obligation and responsibility, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Association shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time), to keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion; and to maintain grass at 3" height at all times. The Association shall be obligated to accept an assignment of any and all Stormwater Management System permits and the Association shall execute any minutes or other documents required to cause the permits to be transferred to the Association from the Developer, and accepting complete responsibility for any and all Stormwater Management System permits for the Property.

(e) Improvements. In the event that Developer, an entity designated by Developer, or the Association shall construct any bridges, docks, bulkheads or other Improvements which may extend over onto the retention area within the Stormwater Management System or construct any similar Improvements to support or enhance the Stormwater management System, the Association shall maintain all such Improvements in good repair and condition. No Owner, except Developer, its designees, or the Association shall be permitted to construct any Improvements, permanent or temporary, on, over or under any portion of the Stormwater Management System without the written consent of the Association and the approval of the ARB, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration.

(f) Compliance with Stormwater Management System Permits. Stormwater Management System Permits have been issued authorizing construction and operation of the Stormwater Management System to serve the Property. No alteration to any part of the Stormwater Management System, including but not limited to, lakes, swales, and pipes, will be allowed without the written

consent of Developer or the permit issuing governmental body. All clearing, grading and other construction activities must comply with the terms and conditions of the permits. Specifically, the Owners of Lots requiring rear lot water treatment are required to install rear lot water treatment at the time of residence construction in accordance with the terms and conditions of said permits and said Owners or their heirs, successors or assigns shall be responsible for the continuing compliance with said permit. In the event any Owner fails to comply with the terms of permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for cost incurred as a result thereof.

(g) Use and Access. Developer and the Association shall have the right to adopt rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. The Owners shall have access to the Stormwater Management System only over that portion of the Common Property designated for such purpose by Developer or the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No watercraft shall be operated on any portion of the Stormwater Management System, including the retention lakes, except those used by Association approved persons for lake maintenance. Swimming in the retention lakes shall be prohibited.

(h) Enforcement and Liability. In addition to the provisions of Section 12.4, the St. Johns River Water Management District shall have the right to seek enforcement of any of the provisions of this Declaration relating to the Stormwater Management System. Neither Developer, nor the Association shall have any liability whatsoever to Owners, guests, tenants, or invitees in connection with the Lakes and each Owner, for itself and its guests, tenants or invitees, hereby and by acceptance of a Deed to, or use of, any Lot releases Developer and the Association from any liability in connection therewith. *Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.*

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERRED HEREIN. FURTHER, ALL OWNERS AND USES OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR

USE OF SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST AND OF NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR LAKE BOTTOMS.

Section 4.4 Wetlands and Jurisdictional Land. This Declaration is subject to the rights of the State of Florida over portions of the Property which may be considered wetlands, marshes, or sovereignty lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping or removal of plant life existing on his Lot.

Section 4.1.2 Owners Easement of Enjoyment: Any conveyance of any Unit on a Lot shall be deemed to be together with the easement rights set forth herein.

Section 4.1.6 Owners Easement of Enjoyment: The driveway serving each Lot is specifically designated for the exclusive use of each Unit Owner within said lot for ingress, egress and access to the Unit, including his guests, invitees and authorized delivery to each unit solely for the benefit of the unit owners, their heirs, successors and assigns served.

#### ARTICLE V

Section 5.3 Duties and Obligations Re: Common Area. The Association assumes and agrees to be responsible for the maintenance and operation of the Stormwater Management System and shall be obligated to accept an assignment of any and all Stormwater management System permits.

#### ARTICLE VI

Section 6.2 Purpose of Assessments. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, including, without limitation, the maintenance and operation of the Stormwater Management System, as well as for such other purposes as are permissible activities of, and are undertaken by the Association. The St. Johns River management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System.

**Section 6.3(E) Annual Assessments:** The board may, upon majority vote of the board members, increase the maximum annual assessment for each assessable unit in the event of an increase of the cost of goods, services, real estate taxes, maintenance, including the Stormwater Management System, and upkeep necessary and required to keep the property in the condition required by the Board.

**Section 6.11 Effect of Non-Payment:** The lien thusly created by this section shall be applied only to the Unit and its Owner and **not** to the remaining Owners of the Units located on the Lot.

**Section 6.15 Applicability:** All references to an individual Lot or Owner within this Section 6 shall be restricted to each individual unit owner.

### **ARTICLE X**

**Section 10.18 Swale Maintenance.** The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

### **ARTICLE XIV GENERAL PROVISIONS**

**Section 14.2 Overall Applicability:** Any reference contained herein reciting the Owner of any lot shall be restricted in meaning only to the Owner of a **specific unit**. All terms, conditions, provisions and obligations herein shall serve only to supplement the Original Declaration of Covenants and Restrictions for Marshview at Ponte Vedra Shores West. In the event of any conflict of either, this Modification shall prevail.

OR1592PG0473

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

MARSHVIEW DEVELOPMENT, INC., a Florida corporation

Aimee A. Lopiano  
Print Name AIMEE A. LOPIANO

By: Henry P. Woodburn  
Its Pres.

Brian L. Bartlett  
Print Name BRIAN L. BARTLETT

SHELL BAY, INC., a Florida corporation

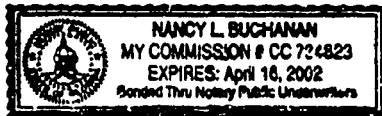
Aimee A. Lopiano  
Print Name AIMEE A. LOPIANO

By: Michael E. Breen  
Its Vice President

Brian L. Bartlett  
Print Name BRIAN L. BARTLETT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Amendment to Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores West was acknowledged before me this 15 day of February, 2001, by HENRY P. WOODBURN, the PRESIDENT of Marshview Development, Inc., a Florida corporation,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.



Nancy L. Buchanan  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

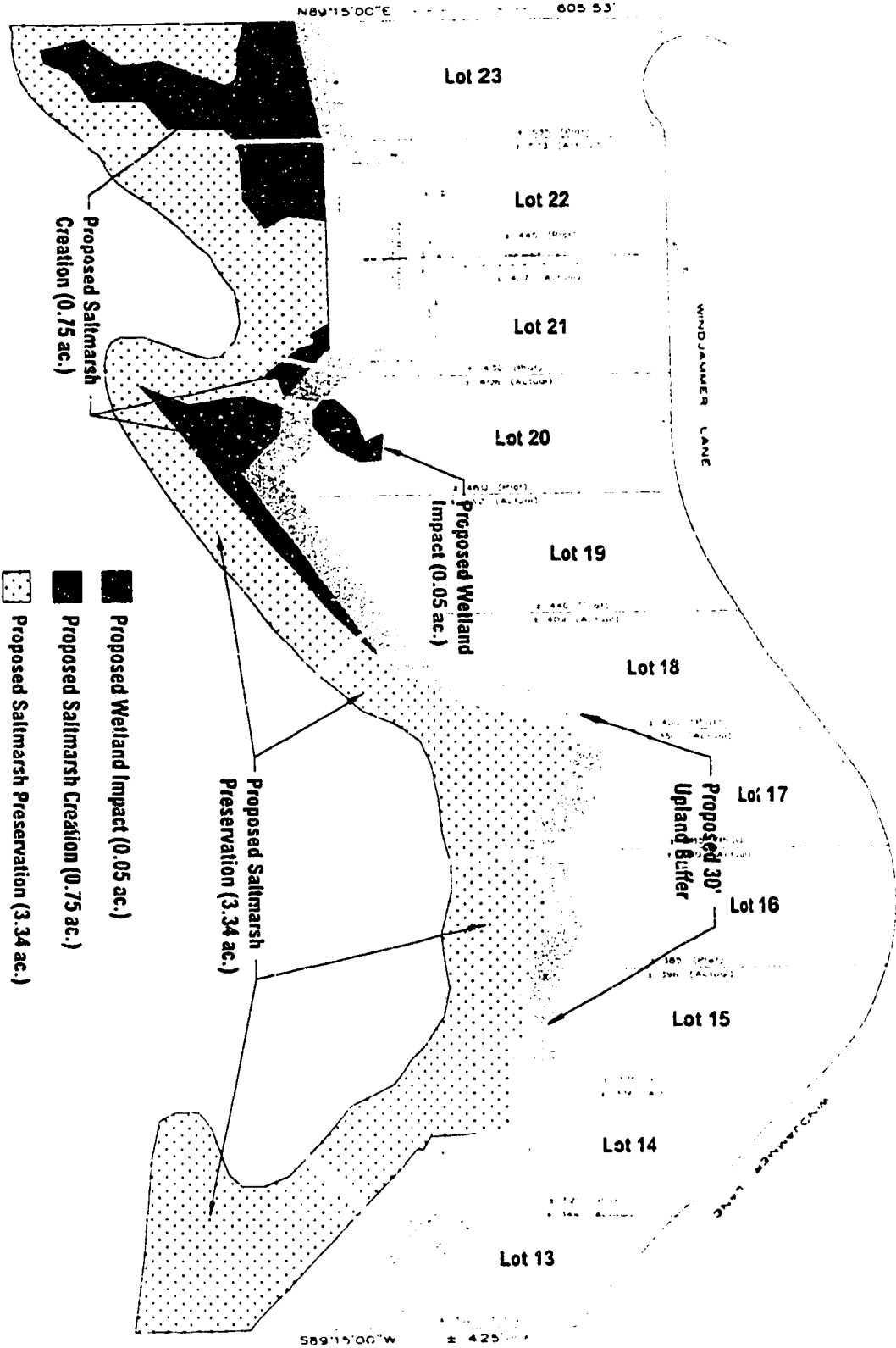
The foregoing Amendment to Declaration of Covenants and Restrictions for Marsh View at Ponte Vedra Shores West was acknowledged before me this 15<sup>th</sup> day of February, 2001, by MICHAEL E. BREAN, the VICE PRESIDENT of Shell Bay, Inc., a Florida corporation,  who is personally known to me or  who has produced \_\_\_\_\_ as identification







Nancy L. Buchanan  
NOTARY PUBLIC

EXHIBIT A


OR1592PG0474



Lots 13-23 Pentic Vedra Shores West Subdivision  
 as recorded in Map Book 14, pages 24-35 of the  
 public records of St. Johns County.

-  Proposed Welland Impact (0.05 ac.)
-  Proposed Saltmarsh Creation (0.75 ac.)
-  Proposed Saltmarsh Preservation (3.34 ac.)
-  Proposed 30' Upland Buffer

0' 150'  
 Scale: 1"=150'



Environmental  
 Resource  
 Solutions Inc.  
 1587 The Green Way,  
 Suite 200  
 Asheville Beach, FL 32250

**ICWW Lots/PV Shores Modification  
 Site Plan**

Source:	Project No.: 00273
File: 00273spr2	Date: 1-25-01
	Rev: 2-02-01
By: JAM	Exhibit No.: 3

DR1592PG0475

**CONSENT AND JOINDER TO  
ADDITIONAL COVENANTS AND RESTRICTIONS  
FOR  
MARSH VIEW AT PONTE VEDRA SHORES**

Robert Jason Martin and Sylvia Ann Martin-McGinnis, husband and wife, as owner(s) of a portion of Lot 17, do hereby consent and join in the execution of these additional Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder hereby agree that this unit within Marsh View at Ponte Vedra Shores shall hereafter be subject to all the terms and provisions thereof.

Dated this 2<sup>nd</sup> day of February, 2001.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name Krista A. Barnes  
[Signature]  
Print Name Elizabeth A. Rosone  
[Signature]  
Print Name Krista A. Barnes  
[Signature]  
Print Name Elizabeth A. Rosone

[Signature]  
Robert Jason Martin  
[Signature]  
Sylvia Ann Martin-McGinnis

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2001, by Robert Jason Martin, who is personally known to me or ~~who has~~ produced \_\_\_\_\_ - as identification.

[Signature]  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2001, by Sylvia Ann Martin-McGinnis, who is personally known to me or ~~who has~~ produced \_\_\_\_\_ - as identification.

[Signature]  
NOTARY PUBLIC



Elizabeth A. Rosone  
My Commission CC527992  
Expires March 09 2001



Elizabeth A. Rosone  
My Commission CC127912  
Expires March 09 2001

0R1592P60476

**CONSENT AND JOINDER TO  
ADDITIONAL COVENANTS AND RESTRICTIONS  
FOR  
MARSH VIEW AT PONTE VEDRA SHORES**

Kenneth N. Neff and Kay L. Neff, husband and wife, as owner(s) of Unit 1905, Lot 19, do hereby consent and join in the execution of these additional Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder hereby agree that this unit within Marsh View at Ponte Vedra Shores shall hereafter be subject to all the terms and provisions thereof.

Dated this 20 day of March, 2001.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name Baron L. Bartlett  
[Signature]  
Print Name Baron L. Bartlett  
[Signature]  
Print Name Colleen R. Austin  
[Signature]  
Print Name Nancy Buchanan

[Signature]  
Kenneth N. Neff  
[Signature]  
Kay L. Neff

STATE OF FLORIDA  
COUNTY OF St John

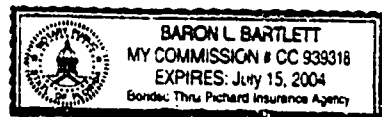
The foregoing instrument was acknowledged before me this 20 day of March, 2001, by Kenneth N. Neff, who is personally known to me or who has produced known - as identification.



[Signature]  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF St John

The foregoing instrument was acknowledged before me this 20 day of March, 2001, by Kay L. Neff, who is personally known to me or who has produced known - as identification.



[Signature]  
NOTARY PUBLIC

0R1592PG0477

**CONSENT AND JOINDER TO**  
**ADDITIONAL COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARSH VIEW AT PONTE VEDRA SHORES**

Arvid E. Berg and Marlys J. Berg, husband and wife, as owner(s) of a portion of Lot 17, do hereby consent and join in the execution of these additional Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder hereby agree that this unit within Marsh View at Ponte Vedra Shores shall hereafter be subject to all the terms and provisions thereof.

Dated this <sup>20<sup>th</sup></sup>~~19<sup>th</sup>~~ day of FEBRUARY, 2001.

Signed, sealed and delivered  
in the presence of:

Danielle Mangrum  
Print Name Danielle Mangrum  
Mark N. Anderson  
Print Name Mark N. Anderson  
Danielle Mangrum  
Print Name Danielle Mangrum  
Mark N. Anderson  
Print Name Mark N. Anderson

Arvid E. Berg  
Arvid E. Berg

Marlys J. Berg  
Marlys J. Berg

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 20 day of February, 2001, by Arvid E. Berg, who is personally known to me or who has produced \_\_\_\_\_ - as identification.



DANIELLE MANGRUM  
COMMISSION # CC 720347  
EXPIRES FEB 26, 2002  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Danielle Mangrum  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 20 day of February, 2001, by Marlys J. Berg, who is personally known to me or who has produced \_\_\_\_\_ - as identification.



DANIELLE MANGRUM  
COMMISSION # CC 720347  
EXPIRES FEB 26, 2002  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Danielle Mangrum  
NOTARY PUBLIC

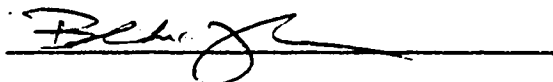
0R1592P60478


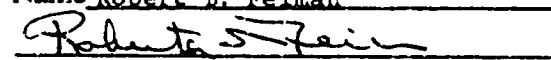
**CONSENT AND JOINDER TO**  
**ADDITIONAL COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARSH VIEW AT PONTE VEDRA SHORES**

Robert B. Feiman & Roberta I. <sup>Feiman</sup> as owner(s) of Unit(s) 1601, do hereby consent and join in the execution of these additional Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder hereby agrees that this unit within Marsh View at Ponte Vedra Shores shall hereafter be subject to all the terms and provisions thereof.

Dated this 23 day of February, 2001, ~~2000~~.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Print Name Blake F. Deal III

  
\_\_\_\_\_  
Name Robert B. Feiman  
  
\_\_\_\_\_  
Name Roberta I. Feiman

  
\_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 23rd day of February, 2001  
~~2000~~, by Robert B. Feiman and Roberta I. Feiman, who is personally known  
to me or who has produced F. D. - as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC



Blake F. Deal, III  
MY COMMISSION # 00786807 EXPIRES  
October 29, 2002  
BONDED THROUGH FAIN INSURANCE, INC.

0R1592P60479

**CONSENT AND JOINDER TO**  
**ADDITIONAL COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARSH VIEW AT PONTE VEDRA SHORES**

Thomas S. Serwatka and Wayne P. Tubel, as owner(s) of Unit(s) 1905, Lot 19, do hereby consent and join in the execution of these additional Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder hereby agree that this unit within Marsh View at Ponte Vedra Shores shall hereafter be subject to all the terms and provisions thereof.

Dated this 3<sup>rd</sup> day of March, 2001.


Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name THOMAS S. SERWATKA  
[Signature]  
Print Name Wayne P. Tubel  
[Signature]  
Print Name Nancy Buchanan  
[Signature]  
Print Name Nancy Buchanan

[Signature]  
Thomas S. Serwatka  
[Signature]  
Wayne P. Tubel

STATE OF FLORIDA  
COUNTY OF Duval


The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2001, by Thomas S. Serwatka, who is personally known to me or who has produced \_\_\_\_\_ - as identification.

 CAROL D. MACKOUL  
Notary Public, State of Florida  
My comm. expires Sept. 24, 2002  
Comm. No. CC 778007

[Signature]  
Carol D. Mackoul

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2001, by Wayne P. Tubel, who is personally known to me or who has produced \_\_\_\_\_ - as identification.

 CAROL D. MACKOUL  
Notary Public, State of Florida  
My comm. expires Sept. 24, 2002  
Comm. No. CC 778007

[Signature]  
Carol D. Mackoul

0R1592P60480

**CONSENT AND JOINDER TO**  
**ADDITIONAL COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARSH VIEW AT PONTE VEDRA SHORES**

William Robert Blake, Jr. and Carolyn Tarter Blake, husband and wife, as owner(s) of Unit(s) 1602, Lot 16, do hereby consent and join in the execution of these additional Covenants and Restrictions to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder hereby agree that this unit within Marsh View at Ponte Vedra Shores shall hereafter be subject to all the terms and provisions thereof.

Dated this 19 day of March, 2001.

Signed, sealed and delivered  
in the presence of:

Tess Piezonka  
Print Name TESS PIEZONKA

Nancy Buchanan  
Print Name NANCY BUCHANAN

Print Name \_\_\_\_\_

William Robert Blake, Jr.  
William Robert Blake, Jr.

Carolyn Tarter Blake  
Carolyn Tarter Blake

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19 day of March, 2001, by William Robert Blake, Jr., who is personally known to me or who has produced MIL ID - as identification.



April Ennis  
MY COMMISSION # CC913518 EXPIRES  
February 24, 2004  
BONDED THRU TROY FARM INSURANCE, INC.

April Ennis  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19 day of March, 2001, by Carolyn Tarter Blake, who is personally known to me or who has produced MIL ID - as identification.



April Ennis  
MY COMMISSION # CC913518 EXPIRES  
February 24, 2004  
BONDED THRU TROY FARM INSURANCE, INC.

April Ennis  
NOTARY PUBLIC

Public Records of  
St. Johns County, FL  
Clerk# 01-049452  
O.R. 1654 PG 1310  
01:11PM 09/25/2001  
REC \$45.00 SUR \$6.60  
Doc Stamps \$0.70

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQUIRE  
PAPPAS METCALF JENKS & MILLER, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202

### CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 19<sup>th</sup> day of September, 2001, by SHELL BAY, INC., a Florida corporation, having an address at 9551 Baymeadows Road, Jacksonville, Florida 32256, ("Grantor") in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor and the parties simultaneously consenting to and joining in this Conservation Easement as owners (the "Consenting Parties"), own in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of Permit No. 40-109-69710-2 (the "Permit") issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restriction contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor and the Consenting Parties hereby voluntarily grant and convey to Grantee, a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement"). Grantor and the Consenting Parties fully warrant title to their respective portions of the Property and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor and the Consenting Parties, as applicable.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition. Notwithstanding the foregoing sentence, Grantor is authorized to maintain the Property as specifically authorized by the Permit, including the removal of any noxious or exotic invasive plant species and dead trees as authorized by the Permit or as otherwise approved and in the writing by the Grantee.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, except for such damage or injury which shall arise in whole or in part from the negligent or intentional actions of Grantee or its agents.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or documentary stamp taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

10. Consent of Mortgagees. The Consents of all parties holding mortgages encumbering the Property are attached hereto.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

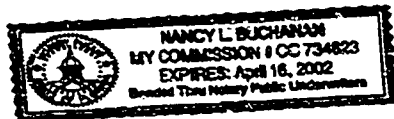
John Bowman  
 Name Printed: JOHN BOWMAN  
Michelle Houston  
 Name Printed: Michelle Houston

SHELL BAY, INC., a Florida corporation

By: Michael E. Brasen  
 VICE-PRESIDENT  
 (Name Printed)  
 Title: MICHAEL E. BRASEN

STATE OF FLORIDA }  
 } SS  
 COUNTY OF }

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2001, by Michael E. Brasen as Vice-President of SHELL BAY, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.



Nancy L. Buchanan  
 (Print Name)  
 NOTARY PUBLIC  
 State of Florida at Large  
 Commission # \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 Personally known   
 or Produced I.D. \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced \_\_\_\_\_

**PONTE VEDRA SHORES WEST  
CONSERVATION EASEMENT  
U.S. ARMY CORPS OF ENGINEERS  
PERMIT # 199803178 (IP-DS)  
DATED AUGUST 10, 1999**

A PARCEL OF LAND TO BE USED AS A CONSERVATION EASEMENT, COVERING A PORTION OF LOTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 AND 23, PONTE VEDRA SHORES WEST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 14, PAGES 34 AND 35 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID CONSERVATION EASEMENT COVERING THE SALT MARSH CREATION AREA, THE SALT MARSH PRESERVATION AREA, AND THE PROPOSED 30 FOOT UPLAND BUFFER, ALL AS SHOWN ON A SKETCH PREPARED BY ENVIRONMENTAL RESOURCE SOLUTIONS, INC. AND ATTACHED TO THE U.S. ARMY CORPS OF ENGINEERS PERMIT # 199803178 (IP-DS), SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SAID LOT 23, PONTE VEDRA SHORES WEST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 14, PAGES 34 AND 35 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE NORTH 89°15'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 29, (ALSO BEING THE NORTH BOUNDARY LINE OF AFORESAID PLAT, AND LOT 23), A DISTANCE OF 205.91 FEET; RUN THENCE SOUTH 13°51'35" EAST, A DISTANCE OF 120.12 FEET; RUN THENCE NORTH 89°15'00" EAST, A DISTANCE OF 75.14 FEET; RUN THENCE SOUTH 11°42'17" EAST, A DISTANCE OF 16.53 FEET; RUN THENCE SOUTH 87°47'35" WEST, A DISTANCE OF 10.60 FEET; RUN THENCE NORTH 76°01'18" WEST, A DISTANCE OF 21.63 FEET; RUN THENCE SOUTH 03°39'55" EAST, A DISTANCE OF 12.02 FEET, TO A POINT AT THE NORTHWEST CORNER OF THAT DRAINAGE EASEMENT (POND), AS SHOWN ON THE AFORESAID PLAT OF PONTE VEDRA SHORES WEST; RUN THENCE SOUTH 00°45'00" EAST, ALONG THE WESTERLY LINE OF SAID DRAINAGE EASEMENT (POND), A DISTANCE OF 200.00 FEET, TO THE SOUTHEAST CORNER THEREOF; RUN THENCE NORTH 89°15'00" EAST, ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 30.00 FEET; RUN THENCE SOUTH 00°45'00" EAST, A DISTANCE OF 20.73 FEET; RUN THENCE SOUTH 85°39'49" WEST, A DISTANCE OF 18.74 FEET; RUN THENCE SOUTH 39°40'03" WEST, A DISTANCE OF 43.10 FEET; RUN THENCE SOUTH 02°37'34" EAST, A DISTANCE OF 15.45 FEET; RUN THENCE SOUTH 05°48'27" WEST, A DISTANCE OF 21.61 FEET; RUN THENCE SOUTH 44°52'21" WEST, A DISTANCE OF 40.20 FEET; RUN THENCE SOUTH 34°40'33" EAST, A DISTANCE OF 194.89 FEET; RUN THENCE SOUTH 47°02'16" EAST, A DISTANCE OF 25.90 FEET; RUN THENCE SOUTH 65°55'29" EAST, A DISTANCE OF 49.36 FEET; RUN THENCE SOUTH 75°04'25" EAST, A DISTANCE OF 124.25 FEET; RUN THENCE SOUTH 34°10'36" EAST, A DISTANCE OF 22.15 FEET; RUN THENCE SOUTH 07°46'14" WEST, A DISTANCE OF 73.75 FEET; RUN THENCE SOUTH 30°21'27" WEST, A DISTANCE OF 37.83 FEET; RUN THENCE SOUTH 65°57'12" WEST, A DISTANCE OF 18.54 FEET; RUN THENCE SOUTH 02°03'12" EAST, A DISTANCE OF 18.73 FEET; RUN THENCE SOUTH 16°09'23" EAST, A DISTANCE OF 74.29 FEET; RUN THENCE SOUTH 22°01'14" WEST, A DISTANCE OF 79.58 FEET; RUN THENCE SOUTH 06°22'27" EAST, A DISTANCE OF 61.07 FEET; RUN THENCE SOUTH 68°13'07" WEST, A DISTANCE OF 18.54 FEET; RUN THENCE SOUTH 01°06'27" EAST, A DISTANCE OF 70.17 FEET; RUN THENCE SOUTH 53°00'23" WEST, A DISTANCE OF 23.62 FEET, TO A POINT ON THE NORTH LINE OF THAT DRAINAGE EASEMENT (POND), AS SHOWN ON THE AFORESAID PLAT OF PONTE VEDRA SHORES WEST; RUN THENCE SOUTH 89°15'00" WEST, ALONG SAID NORTH LINE OF THAT DRAINAGE EASEMENT (POND), A DISTANCE OF 43.65 FEET; RUN THENCE NORTH 01°34'22" EAST, A DISTANCE OF 15.50 FEET; RUN THENCE SOUTH 85°04'12" WEST, A DISTANCE OF 45.02 FEET; RUN THENCE SOUTH 34°50'37" WEST, A DISTANCE OF 15.01 FEET, TO A POINT ON THE NORTH LINE OF THAT DRAINAGE EASEMENT (POND), AS SHOWN ON THE AFORESAID PLAT OF PONTE VEDRA SHORES

**EXHIBIT A**

**WEST; RUN THENCE SOUTH 89°15'00" WEST, ALONG SAID NORTH LINE OF THAT DRAINAGE EASEMENT (POND), A DISTANCE OF 6.76 FEET, TO THE NORTHWEST CORNER OF AFORESAID DRAINAGE EASEMENT (POND); RUN THENCE SOUTH 41°02'10" WEST, ALONG THE WESTERLY LINE OF AFORESAID DRAINAGE EASEMENT (POND), A DISTANCE OF 241.40 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 13, PONTE VEDRA SHORES WEST; RUN THENCE SOUTH 89°15'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 115 FEET, MORE OR LESS, TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE MARSHES LYING WITHIN GOVERNMENT LOT 1, SECTION 29, AS SHOWN ON THE AFORESAID PLAT OF PONTE VEDRA SHORES WEST; RUN THENCE NORTHERLY, EASTERLY, AND NORTERLY, ALONG THE AFORESAID APPROXIMATE MEAN HIGH WATER LINE OF THE MARSHES LYING WITHIN GOVERNMENT LOT 1, SECTION 29, A DISTANCE OF 1,360 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1, SECTION 29, SAID POINT LYING SOUTH 00°45'00" EAST, 80 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SAID LOT 23, PONTE VEDRA SHORES WEST; RUN THENCE NORTH 00°45'00" WEST, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 1, SECTION 29, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

**THE LANDS THUS DESCRIBED, CONTAINS 5.06 ACRES, MORE OR LESS, IN AREA.**

**LEGAL DESCRIPTION PREPARED BY:**

**A & J LAND SURVEYORS, INC.**

**7950 BELFORT PARKWAY**

**SUITE 1600**

**JACKSONVILLE, FLORIDA 32256**

**TELEPHONE (904) 296-1666**

**FAX (904) 296-4583**

**JOB No. 5570**

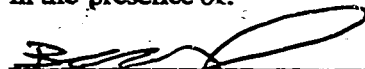
**CAD File: PVSHORES WEST2.Dwg**

**File No. T6S-3**

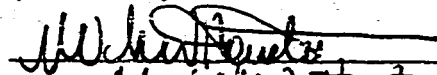
**CONSENT AND JOINDER TO  
CONSERVATION EASEMENT**

The undersigned does hereby consent to and join in the execution of the Conservation Easement to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that any real property owned by the undersigned that is within the lands described by Exhibit A attached to the Conservation Easement, shall hereafter be subject to all terms and provisions thereof.

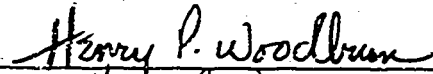
Signed, Sealed and Delivered  
in the presence of:

  
\_\_\_\_\_  
BLAKE F. DEAL III

(Print Name)

  
\_\_\_\_\_  
Michelle D. Houston  
(Print Name)

MARSHVIEW DEVELOPMENT, INC.,  
a Florida corporation


By:   
\_\_\_\_\_  
Henry P. Woodburn  
(Print Name)  
Title: Pres.

STATE OF FLORIDA        }  
  }SS  
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MAY, 2001 by Henry P. Woodburn, as President of MARSHVIEW DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.



Blake F. Deal III  
MY COMMISSION # CC786807 EXPIRES  
October 29, 2002  
BONDED THRU TROY FARM INSURANCE INC

  
\_\_\_\_\_  
(Print Name) BLAKE F. DEAL III  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally known  \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]


Type of Identification Produced  
\_\_\_\_\_

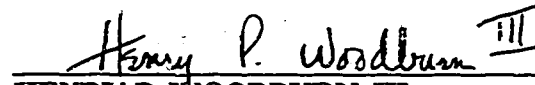
0R1654P61317

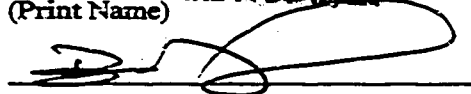
**CONSENT AND JOINDER TO  
CONSERVATION EASEMENT**

The undersigned does hereby consent to and join in the execution of the Conservation Easement to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that any real property owned by the undersigned that is within the lands described by Exhibit A attached to the Conservation Easement, shall hereafter be subject to all terms and provisions thereof.

Signed, Sealed and Delivered  
in the presence of:


  
\_\_\_\_\_  
BLAKE F. DEAL, III  
(Print Name)

  
\_\_\_\_\_  
HENRY P. WOODBURN, III

  
\_\_\_\_\_  
BLAKE F. DEAL, III  
(Print Name)

STATE OF FLORIDA        }  
  }SS  
COUNTY OF St. Johns    }

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May  
2001 by Henry P. Woodburn, III.

  
\_\_\_\_\_  
(Print Name)        BLAKE F. DEAL, III  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:



Blake F. Deal, III  
MY COMMISSION # CC/86807 EXPIRES  
October 29, 2002  
BONDED THRU TPCY FARM INSURANCE, INC.

Personally known  \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

**CONSENT AND JOINDER TO  
CONSERVATION EASEMENT**

The undersigned do hereby consent to and join in the execution of the Conservation Easement to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder do hereby agree that any real property owned by the undersigned that is within the lands described by Exhibit A attached to the Conservation Easement, shall hereafter be subject to all terms and provisions thereof.

Signed, Sealed and Delivered  
in the presence of:

~~Timothy J. Hawarah~~  
~~Michelle Houston~~  
(Print Name) Michelle U. Houston

~~Nancy Buchanan~~  
~~Nancy Buchanan~~  
(Print Name)

~~Catherine Hawarah~~  
~~Michelle Houston~~  
(Print Name) Michelle Houston

~~Nancy Buchanan~~  
~~Nancy Buchanan~~  
(Print Name)

Timothy J. Hawarah  
TIMOTHY J. HAWARAH

Catherine Hawarah  
CATHERINE HAWARAH

STATE OF FLORIDA }  
COUNTY OF DUVAL }SS

The foregoing instrument was acknowledged before me this 4 day of May 2001 by Timothy J. Hawarah and Catherine Hawarah, his wife.

Christine H. Wilde  
(Print Name) Christine H. Wilde  
NOTARY PUBLIC  
State of Florida at Large  
Commission # CC937115  
My Commission Expires: 5/16/2009



Christine H. Wilde  
MY COMMISSION # CC937115 EXPIRES  
May 16, 2004  
BONDED THROUGH FARM INSURANCE CO. INC.

Personally known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
FL DL

0R1654P61320

**CONSENT AND JOINDER OF MORTGAGEE**

The undersigned, **FIRST SOUTH BANK**, the holder of one or more mortgages encumbering the real property described on Exhibit A to the foregoing Conservation Easement, hereby consents and joins in the foregoing Conservation Easement, and hereby subordinates each of its mortgage liens, to all terms and provisions thereof.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 12th day of June, 2001.

Witnesses:

**FIRST SOUTH BANK**

Frances L. McKeithan  
FRANCES L. MCKEITHAN

Print Name

Debra K. Hamilton  
DEBRA K. HAMILTON

Print Name

By:

David L. Faulk  
DAVID L. FAULK

(Print Name)

Title: VICE PRESIDENT

STATE OF FLORIDA )

COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 12th day of June, 2001, by DAVID L. FAULK, as VICE PRESIDENT of **FIRST SOUTH BANK**.



Frances L. McKeithan  
MY COMMISSION # CC688071 EXPIRES  
AUGUST 26, 2001  
BONDED THROUGH TRACY FARM INSURANCE, INC.

Frances L. McKeithan  
(Print Name) FRANCES L. MCKEITHAN

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: 8/26/01

Personally known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

Prepared by  
J. M. A. & Associates  
Orange Park, Fla. 32073

EASEMENT

Date May 11, 1983

TR No.  
Page No.

Sec. 29 Twp. 6 So. Rpt. 30 East  
115 584 452

83 7506

The undersigned owner(s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipments) to be installed from time to time, with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such facilities or any of them, on the property described as follows:

ALL REFERENCES TO LOTS, STREETS, COURTS, LANES AND CIRCLES IN LEGAL DESCRIPTIONS OF EASEMENTS, CONTAINED HEREIN, REFER TO PLAT OF POND VEDRA SHORES WEST AS SHOWN ON MAP THEREOF, AS RECORDED IN PLAT BOOK 14, PAGES 34 AND 35 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

1-A.) AN EASEMENT BEING 12.0 FEET IN WIDTH, THE CENTERLINE OF WHICH IS THE DIVIDING LINE BETWEEN LOTS 4 AND 5, BEGINNING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A-1-A AND TERMINATING ON THE EASTERLY RIGHT-OF-WAY LINE OF SEAGATE LANE SOUTH. SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE, MADE A PART HEREOF.

1-B.) AN EASEMENT BEING 12 FEET IN WIDTH AND BEING DESCRIBED AS THE MOST NORTHERLY 12.0 FEET OF LOTS 7 THROUGH 12, INCLUSIVE SAID EASEMENT BEING ADJACENT TO AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SANDDOLLAR COURT. THAT PARTICULAR PART OF SAID EASEMENT ACROSS SAID LOTS 7 AND 12 IS CONCENTRIC WITH THE CENTERLINE RADIUS OF SANDDOLLAR COURT CURVES NUMBER 5 AND 4 RESPECTIVELY, TO THE INTERSECTION OF SAID EASEMENT WITH THE RETURN RADIUS OF 25 FEET ON THE STREET CORNERS OF SAID LOTS 7 AND 12. SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE, MADE A PART HEREOF.

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned have signed and sealed this agreement on May 11, 1983.

Signed, sealed and delivered in the presence of:

Stanley D. Reddish  
Kerthy D. Balyard

Inlet Development Corp.  
Charles M. Fonda (SEAL)  
President (SEAL)  
Charles M. Fonda (President) (SEAL)  
Ronald M. Weaver (Secretary)

STATE OF FLORIDA AND COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 11 day of May, 1983

by Charles M. Fonda and Ronald M. Weaver  
respectively the President and Secretary of Inlet Development Corp.  
corporation, on behalf of the corporation.

Kerthy D. Balyard  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: 9.30.85

STATE OF FLORIDA AND COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

by \_\_\_\_\_ and \_\_\_\_\_

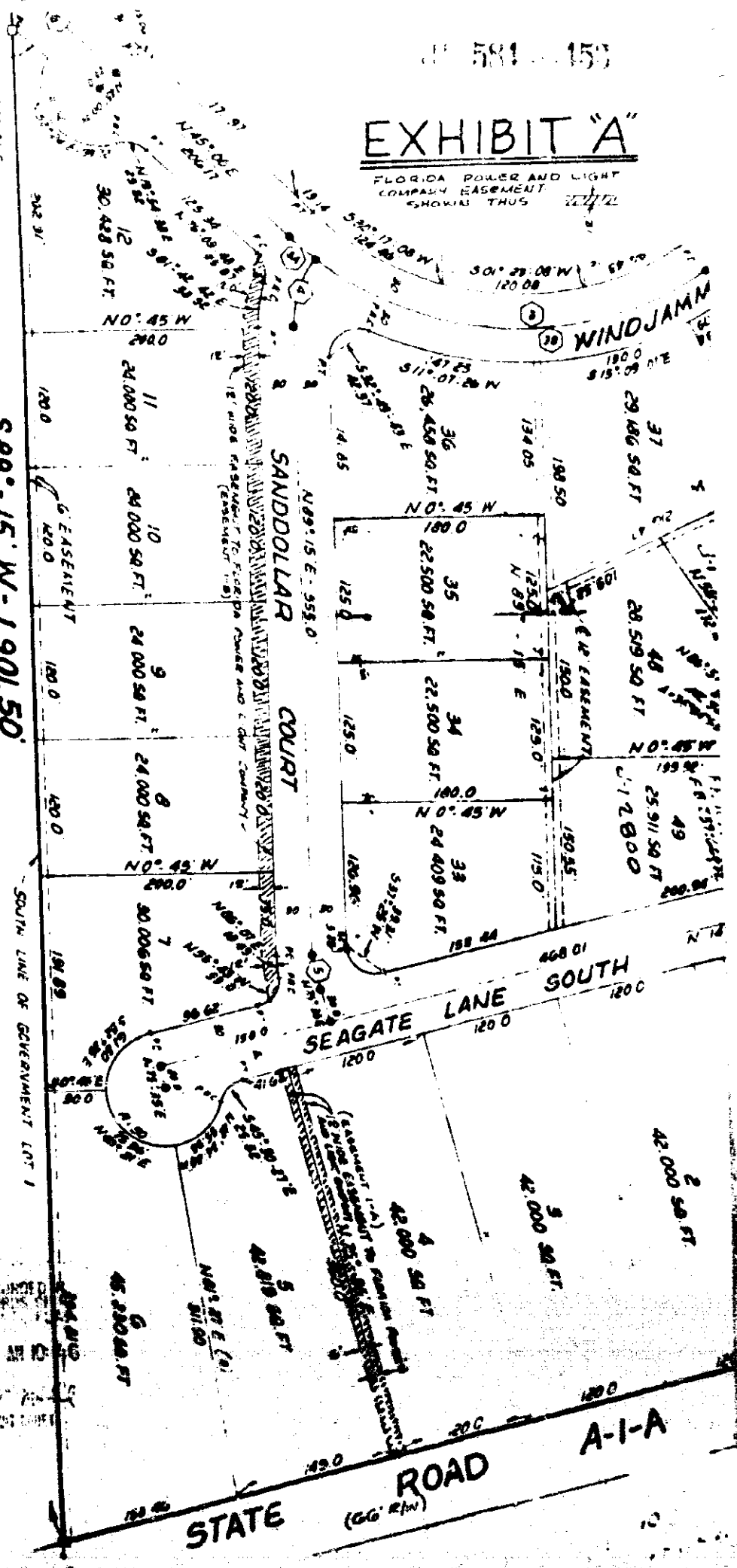
STATE OF FLORIDA  
DOCUMENTARY STAMP  
0045

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES:

581-150

# EXHIBIT "A"

FLORIDA POWER AND LIGHT  
COMPANY EASEMENT  
SHOWING THUS



## CENTERLINE CURVE DATA

CURVE NO. 14  
 D. 5°05'-10"  
 R. 275.0  
 T. 12.21'  
 L. 24.41'

CURVE NO. 15  
 D. 75°24'-50"  
 R. 275.0  
 T. 212.60'  
 L. 361.95'

CURVE NO. 16  
 D. 40°41'-23"  
 R. 93.89'  
 T. 34.81'  
 L. 66.68'

CURVE NO. 17  
 D. 13°40'-00"  
 R. 139.11'  
 T. 16.87'  
 L. 33.18'

CURVE NO. 18  
 D. 7°01'-31"  
 R. 970.0'  
 T. 92.54'  
 L. 118.94'

FILED AND RECORDED

MAY 16 1953

Public Trust

5-181500

STATE ROAD A-1-A  
 (66 R/W)

Record and return to:  
Baron L. Bartlett, Esq.  
Bartlett & Deal, P.A.  
50 North A1A, Suite 103  
Ponte Vedra Beach, FL 32082

**EASEMENT AGREEMENT**

This Easement Agreement made and entered into this 26th day of May, 2000, by and between Ronald A. and Anya Johnson (hereinafter "Grantor"), and Marsh View at Ponte Vedra Shores West Association, Inc., a Florida non-profit corporation (collectively hereinafter "Grantee").

**WITNESSETH:**

(A) Grantor owns a five foot (5') right of access from State Road A1A to the Atlantic Ocean located in St. Johns County, Florida (hereinafter referred to as the "Access") as shown on Exhibit "A" attached hereto.

(B) Grantee desires to have access to the beach for certain lots (as described on Exhibit "B" attached hereto) within the development known as Ponte Vedra Shores West, St. Johns County, Florida, and Grantor is willing to provide access to Grantee upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, the parties agree:

1. Grantor, from and after the date of this Agreement, does hereby convey to Grantee (solely as to lots described on Exhibit "B"), its successors and assigns an exclusive right and easement for ingress and egress over Grantor's property to the Atlantic Ocean Beach which consists of a five foot (5') strip of property located in St. Johns County, Florida and described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Access"); provided, however, Grantor reserves and retains the right to modify this Agreement by adding any reasonable rules, regulations or limitations on the use of the Access provided Grantee consents thereto and so long as such rules and regulations or modifications do not unreasonably interfere with Grantee's right to use the Access.

2. Grantor, at its election and at their sole cost and expense, may cause the Access to be fenced and locked so as to prohibit any person other than those entitled to use the Access from having the use of it. If Grantor elects to do this, Grantor shall, at its own cost and expense, provide to Grantee a key to any locking system which may be installed.

3. Grantee hereby agrees that it shall not have the right for motorized vehicular ingress and egress across, over, and upon the Access, except that Grantee shall have the right to cross the Access with bicycles, so long as such bicycles are not motor powered. Grantee agrees that Grantee, its heirs, successors and assigns shall not be allowed to park in front of or adjacent to Grantor's residence. Grantor, at its cost and expense, shall maintain the Access in a manner which permits its use as a pedestrian path. However, the maintenance obligation of Grantor shall not include any requirement to change the natural topography of the land of the Access, or to install temporary or permanent paths or walkways, and generally the obligation of Grantor to maintain the Access shall mean only that Grantor shall keep natural vegetation of the Access cut and trimmed in a manner which will permit Grantee the right to traverse it by foot without unreasonable interference from vegetation or other natural or artificial barriers.

0R1528P60633

4. Grantor and Grantee agree that no person other than Grantee's members (exclusively those lot owners shown on Exhibit "B" and their respective heirs, successors and assigns), their guests and invitees shall be entitled to the use of the Access rights granted by this Agreement. Grantee specifically agrees that only its members, guests and invitees shall make use of the Access in accordance with the terms of this Agreement.

5. Each party represents and warrants to the other that they have the full power and authority to make and enter into this Agreement.

6. The parties agree that it is in their mutual benefit that members of the public, or other members of Grantee's respective associations shall not acquire any rights through adverse possession, prescriptive use or otherwise over, upon, and across the Access. It is the intention of the parties that the Access shall remain a private, perpetual and non-exclusive access for the use and benefit of the parties identified as lot owners, their heirs, successors and assigns as shown on Exhibit "B" in this Agreement. To insure that this Agreement and its intent is carried out, the parties agree that one or more of them may take such actions as are reasonably necessary, including the posting of signs or locking (provided Grantee is given keys) on a temporary basis, the Access so as to prevent the public, or any other person or parties not entitled to use the Access, from acquiring any prescriptive rights or other rights through adverse possession, or otherwise, in or over the Access. In addition, Grantee specifically agrees that its use and the benefited parties' use of the Access shall be limited in the following ways:

(a) Grantee and other parties who benefit by this Agreement in their use of the Access agree not to remain stationary on any part of the Access, but to use the Access only for the purpose of ingress or egress to the Atlantic Ocean Beach.

(b) In the use of the Access, Grantee and the benefited parties agree they will not engage in loud or boisterous behavior or take any action which may cause a disturbance to the owners adjacent to the north or south of the Access.

(c) Grantee, together with its successors and assigns, agrees that it may be assessed, and agrees to pay within thirty (30) days of any such assessment, fifty percent (50%) of the annual cost of liability insurance (not to exceed Fifty and No/100 Dollars (\$500.00) per annum) to protect Grantor from claims arising from the use of the Access, provided that in the event Grantee shall not pay such assessment within twenty-five (25) days after receipt, Grantee's right to use the Access shall cease and terminate. Grantee's right to use the Access shall be suspended until payment has been made by Grantee.

(d) Grantee agrees for its members, guests and invitees that at no time will any fireworks or open fires be permitted or allowed on any part of the Access.

(e) Grantee agrees for its members, guests and invitees that no objects, beach balls, bicycles, or any other object will be left at any time for any period of time on any part of the Access; it is the intent of this subparagraph that the Access shall be maintained at all times in its natural state.

7. Grantee hereby agrees to hold harmless and indemnify Grantor from any and all claims, damages, or causes of action of any kind, nature or character whatsoever, arising from the use of the

Access by Grantee's members, their guests or invitees. Grantee further agrees that such indemnification shall including providing a defense, including the payment of all reasonable attorney's fees and costs, should any claim, suit, or other action be made against Grantor by any of Grantee's members, or their guests or invitees arising from the use of the Access.

8. Grantee agrees that if any member of Grantee, or a guest or invitee fail or refuse to abide by and comply with the terms and provisions of this Agreement or the terms and provisions of any additional rules imposed by Grantor pursuant to Paragraph 1 of this Agreement, Grantor may suspend or terminate all rights to the Access granted to Grantee by this Agreement, provided that a suspension or termination of Grantee's rights shall be communicated to Grantee by notice in writing; and provided further that Grantor may not exercise the right to suspend or terminate all rights of Grantee to the Access until after Grantor has given Grantee notice in writing of at least two (2) violations of this Agreement. In the event Grantor exercises the right to suspend or terminate this Agreement, Grantee, after the date of such suspension or termination, agrees that it no longer will have the right to use the Access unless Grantor, in writing, specifically withdraws such notice of suspension or termination.

9. The parties agree that this right is subject to whatever limitations or restrictions as may be imposed by any government entity which has valid jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

GRANTOR:

Teri Eyles  
Print Name Teri Eyles

Ronald A. Johnson  
Ronald A. Johnson

Jessica Crews  
Print Name Jessica Crews

Anya Johnson  
Anya Johnson

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26 day of May, 2000, by Ronald A. Johnson and Anya Johnson [] who are personally known to me or [] who have produced \_\_\_\_\_ as identification.

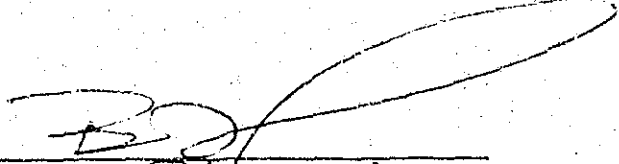

NOTARY PUBLIC  
STATE OF FLORIDA

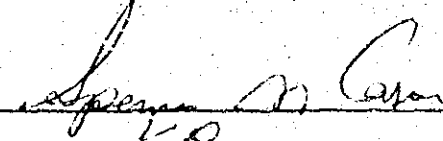
[Signature]  
NOTARY PUBLIC

OR1528PG0635

GRANTEE:

Marsh View at Ponte Vedra  
Shores West Association, Inc.


  
Print Name Blake F. Deal, III  
  
Print Name Spencer M. Cason

By   
Its V.P.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26 day of May,  
2000, by Spencer M. Cason as Vice Pres of Marsh View at Ponte Vedra Shores West  
Association, Inc. [] who is personally known to me or [] who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.



  
Blake F. Deal, III  
MY COMMISSION # CC76097 EXPIRES  
October 29, 2001  
NOTARY PUBLIC  
BONDED THROUGH FAIR INSURANCE, INC.

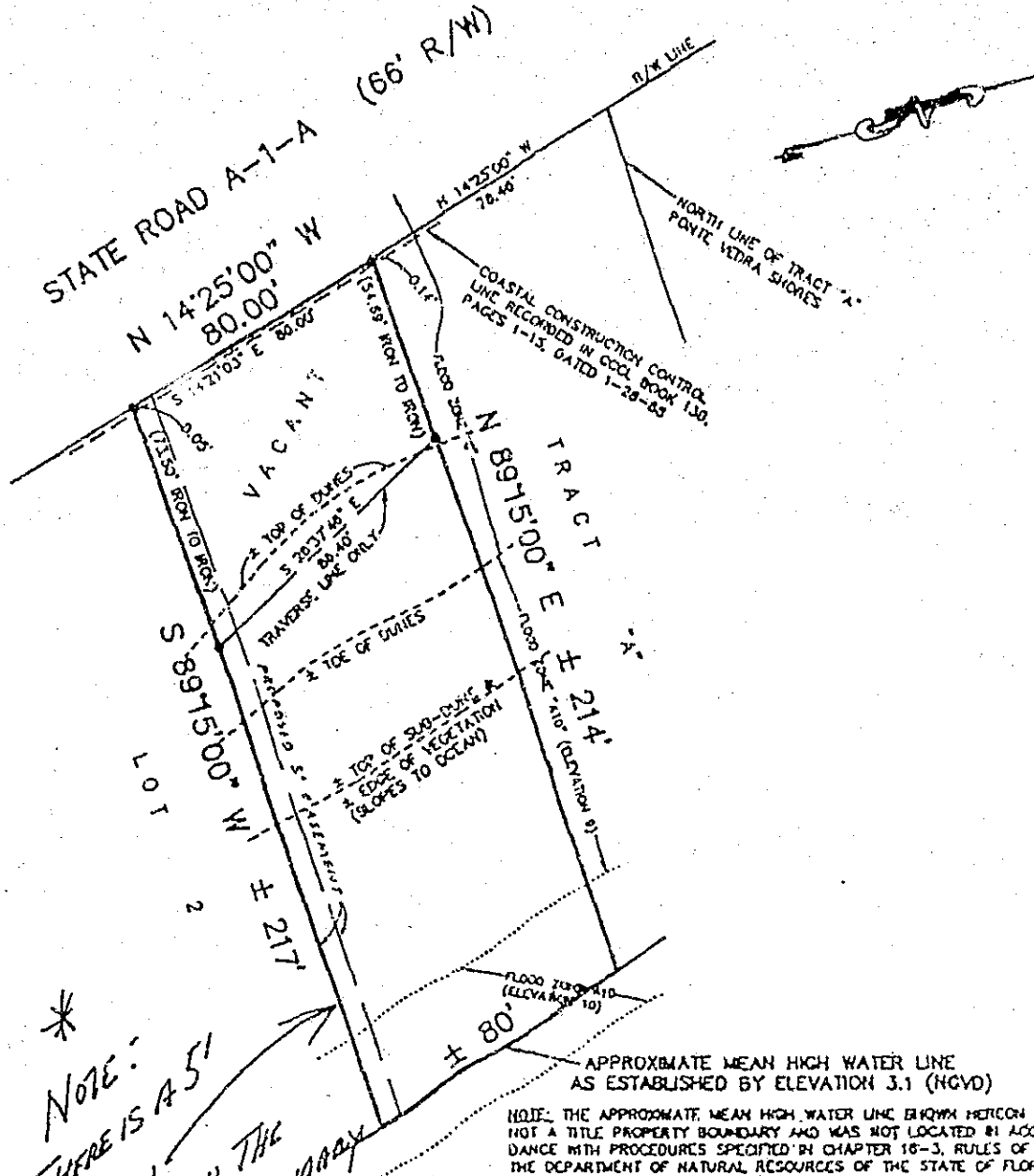
Ex A

0R1528P60636

MAP SHOWING BOUNDARY SURVEY OF LOT 1, BLOCK 1, AS SHOWN ON MAP OF PONTE VEDRA SHORES.

AS RECORDED IN MAP BOOK 11, PAGES 57 AND 58 OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA.

BEARING REFERENCE: BEARING SHOWN ON RIGHT-OF-WAY LINE HEREON IS THE SAME AS SHOWN ON THE ABOVE MENTIONED PLAN.  
NOTE: ELEVATIONS ARE SHOWN AS FEET (1:4.58) AND REFER TO NATIONAL GEODETIC VERTICAL DATUM.



\*  
NOTE:  
THERE IS A 5' PENINSULA ON THE EASTERN BOUNDARY OF LOT # 1 FOR BEACH ACCESS.

ATLANTIC OCEAN

APPROXIMATE MEAN HIGH WATER LINE AS ESTABLISHED BY ELEVATION 3.1 (NGVD)  
NOTE: THE APPROXIMATE MEAN HIGH WATER LINE SHOWN HEREON IS NOT A TITLE PROPERTY BOUNDARY AND WAS NOT LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN CHAPTER 16-3, RULES OF THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA.

I HEREBY CERTIFY THAT THIS SURVEY, PERFORMED UNDER MY RESPONSIBLE DIRECTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FURTHER CERTIFY THAT THERE ARE NO VISIBLE ENCROACHMENTS UPON THE SUBJECT PROPERTY EXCEPT AS SHOWN.

NOTE: THE LOT SURVEYED HEREON APPEARS TO BE WITHIN FLOOD ZONE "C" & "D" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 123167-0144, DATED 7-15-97.

CLARSON AND ASSOCIATES, INC.  
1643 WALDO AVE., JACKSONVILLE, FL. 32207

*Jose A. Hill Jr.*  
REGISTERED SURVEYOR NO. 6467, FLORIDA  
JOSE A. HILL JR.

SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

SURVEYED OCTOBER 1, 1999.  
SCALE: 1" = 40'  
FIELD BOOK 627 PAGE 8

- LEGEND:
- FOUND CONCRETE MEASUREMENT
  - 1/2" IRON ROD WITH CONE (1704)
  - 1/2" SET POINT - US 1704
  - BOUNDARY RESTRICTION LINE
  - ∠ CENTRAL ANGLE
  - R RADIUS
  - L ARC LENGTH
  - CH CHORD
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.A.C. POINT OF ASYMPTOTE CURVE
  - P.C.C. POINT OF COMPOUND CURVE
  - TO FOUND
  - TO RIGHT-OF-WAY
  - O.R.W. OFFICIAL RECORDS VOLUME
  - PLA. PLAT NUMBER
  - PLA. PLAT NUMBER
  - PLA. PLAT NUMBER

0R1528PG0637

**EXHIBIT "B"**

Lots 2, 3, 4, 5, 6, 7, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 44, PONTE VEDRA SHORES WEST, according to plat thereof as recorded in Map Book 14, pages 34 and 35 of the public records of St. Johns County, Florida.

This instrument prepared by and )  
should be returned to: )  
)  
Elizabeth A. Lanham-Patrie, Esq. )  
TAYLOR & CARLS, P.A. )  
150 N. Westmonte Dr. )  
Altamonte Springs, FL 32714 )  
(407) 660-1040 )  
)

---

**NOTICE OF PRESERVATION OF  
DECLARATION**

**THIS NOTICE** is being recorded pursuant to Sections 712.05 and 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following:

1. Covenants and Restrictions Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records, St. Johns County, Florida recorded on April 3, 1981 at Official Records Book 488, Page 255;
2. Designation of Architectural Control Committee recorded at Official Records Book 587, Page 219;
3. Assignment Re Covenants and Restrictions recorded at Official Records Book 629, Page 6;
4. Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302;
5. Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772;
6. Declaration of Covenants, Restrictions, Easements and Party Wall Agreement recorded at Official Records Book 879, Page 1355;
7. Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811;
8. First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1470, Page 1495;
9. Ponte Vedra Shores West Homeowners Association Inc Board of Directors Resolution Proposing First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1263;
10. Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1265;

- 11. Second Amendment to The Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1268;

all of the Public Records of St. John's County, Florida (hereinafter collectively referred to as the "Declaration").

The property affected by this Notice is described as:

All real property on the Plat of PONTE VEDRA SHORES WEST as recorded in Map Book 14, Pages 34 and 35, of the Public Records of St. John's County, Florida;

Ponte Vedra Shores West - Lot 15 Replat as recorded in Map Book 46, Pages 104 and 105, of the Public Records of St. John's County, Florida; and

Ponte Vedra Shores West - Lot 31 Replat as recorded in Map Book 45, Pages 72 and 73 of the Public Records of St. John's County, Florida.

The name and address of the homeowners' association filing this Notice on behalf of the Members is Ponte Vedra Shores West Homeowners' Association, Inc., a Florida nonprofit corporation, c/o Danielle Savin, LCAM, Madison Property Management Solutions, 7643 Gate Parkway, Suite 104 PMB 188, Jacksonville, FL 32256 (hereinafter "Association").

Attached hereto as Exhibit "A" is an Affidavit executed by the President of the Association affirming that the meeting's date, time, place and the statement required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declaration.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declaration was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on February 10 2011.

EXECUTED at Ponte Vedra Beach (city), St. John's County, Florida, on this 10<sup>th</sup> day of FEBRUARY, 2011.

WITNESSES:

[Signature]  
 Print Name: TONY LAYTON  
[Signature]  
 Print Name: TONI CARTER

PONTE VEDRA SHORES WEST  
 HOMEOWNERS' ASSOCIATION, INC.  
 By: [Signature]  
 Print Name: ROBERT K. WAGNER  
 President  
 Address: 2304 WINDHAMMER LAKE  
ST AUGUSTINE, FL 32084

Danielle Savin  
Print Name: Danielle Savin  
Dot Peck  
Print Name: Dot Peck

Attest: Phyllis D. Heisey  
Print Name: PHYLLIS D. HEISEY  
Secretary  
Address: 304 SEAGATE LN S  
ST. AUGUSTINE, FL 32084

(CORPORATE SEAL)

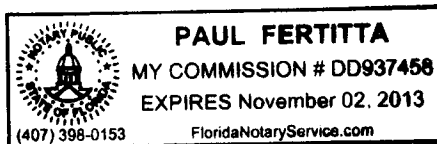
STATE OF FLORIDA  
COUNTY OF ST JOHN S

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of FEBRUARY, 2011, by ROBERT WAGNER and PHYLLIS HEISEY, as the President and Secretary, respectively, of PONTE VEDRA SHORES WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who (check one)  are personally known to me or  produced \_\_\_\_\_ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 10 day of FEBRUARY, 2011.

Paul Fertitta  
Notary Public - State of Florida  
Print Name: PAUL FERTITTA  
Commission No.: DD 937458  
My Commission Expires: 02 NOV 2013

Pvsw01 MRTA notice of preservation



**EXHIBIT "A"**

**AFFIDAVIT OF ROBERT WAGNER**

STATE OF FLORIDA  
COUNTY OF ST. JOHN'S

BEFORE ME, the undersigned authority personally appeared **ROBERT WAGNER** who, after first being duly sworn, deposes and says:

1. I am the President of Ponte Vedra Shores West Homeowners' Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

2. That the Board of Directors Meeting was scheduled for February 10, 2011, at 7:00 p.m. That the Board of Directors of the Association caused a notice setting forth the date, time, place and the following Statement of Marketable Title Action to be mailed to the Members of the Association not less than seven (7) days prior to the Board of Directors meeting, at which the Board of Directors voted to preserve the Covenants and Restrictions Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records, St. Johns County, Florida recorded on April 3, 1981 at Official Records Book 488, Page 255; the Designation of Architectural Control Committee recorded at Official Records Book 587, Page 219; the Assignment Re Covenants and Restrictions recorded at Official Records Book 629, Page 6; the Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302; the Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772; the Declaration of Covenants, Restrictions, Easements and Party Wall Agreement recorded at Official Records Book 879, Page 1355; the Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811; the First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1470, Page 1495; the Ponte Vedra

Shores West Homeowners Association Inc Board of Directors Resolution Proposing First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1263; the Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1265; the Second Amendment to The Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1268 all of the Public Records of St. John's County, Florida (hereinafter collectively referred to as the "Declaration") burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

#### **STATEMENT OF MARKETABLE TITLE ACTION**

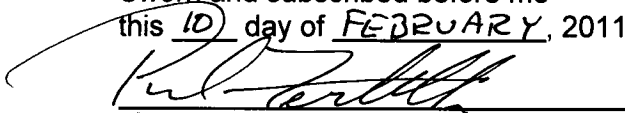
The Ponte Vedra Shores West Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Covenants and Restrictions Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records, St. Johns County, Florida recorded on April 3, 1981 at Official Records Book 488, Page 255; the Designation of Architectural Control Committee recorded at Official Records Book 587, Page 219; the Assignment Re Covenants and Restrictions recorded at Official Records Book 629, Page 6; the Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302; the Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772; the Declaration of Covenants, Restrictions, Easements and Party Wall Agreement recorded at Official Records Book 879, Page 1355; the Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811; the First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1470, Page 1495; the Ponte Vedra Shores West Homeowners Association Inc Board of Directors Resolution Proposing First

Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1263; the Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1265; the Second Amendment to The Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1268 all of the Public Records of St. John's County, Florida (hereinafter collectively referred to as the "Declaration"), 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, Florida Statutes, to be recorded in the Public Records of St. John's 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.

FURTHER AFFIANT SAYETH NAUGHT.

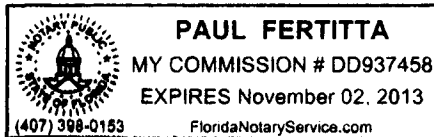
  
 Affiant, Robert Wagner

Sworn and subscribed before me this 10 day of FEBRUARY, 2011



PAUL FERTITTA

(Print Name)  
 Notary Public at Large  
 My Commission Expires:  
 Commission No.:



Personally Known X or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Pvsw01 MRTA Affidavit