

STEWART TITLE

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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

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

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

THIS AMENDMENT made this 15th 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.

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ARTICLE IV

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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.

COPY

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:

Aimee A. Lopiano
Print Name AIMEE A. LOPIANO
Baron L. Bartlett
Print Name BARON L. BARTLETT

MARSHVIEW DEVELOPMENT, INC.,
a Florida corporation
By: *Henry P. Woodburn*
Its PRSD

Aimee A. Lopiano
Print Name AIMEE A. LOPIANO
Baron L. Bartlett
Print Name BARON L. BARTLETT

SHELL BAY, INC.,
a Florida corporation
By: *Michael E. Braren*
Its Vice President

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 15th 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.



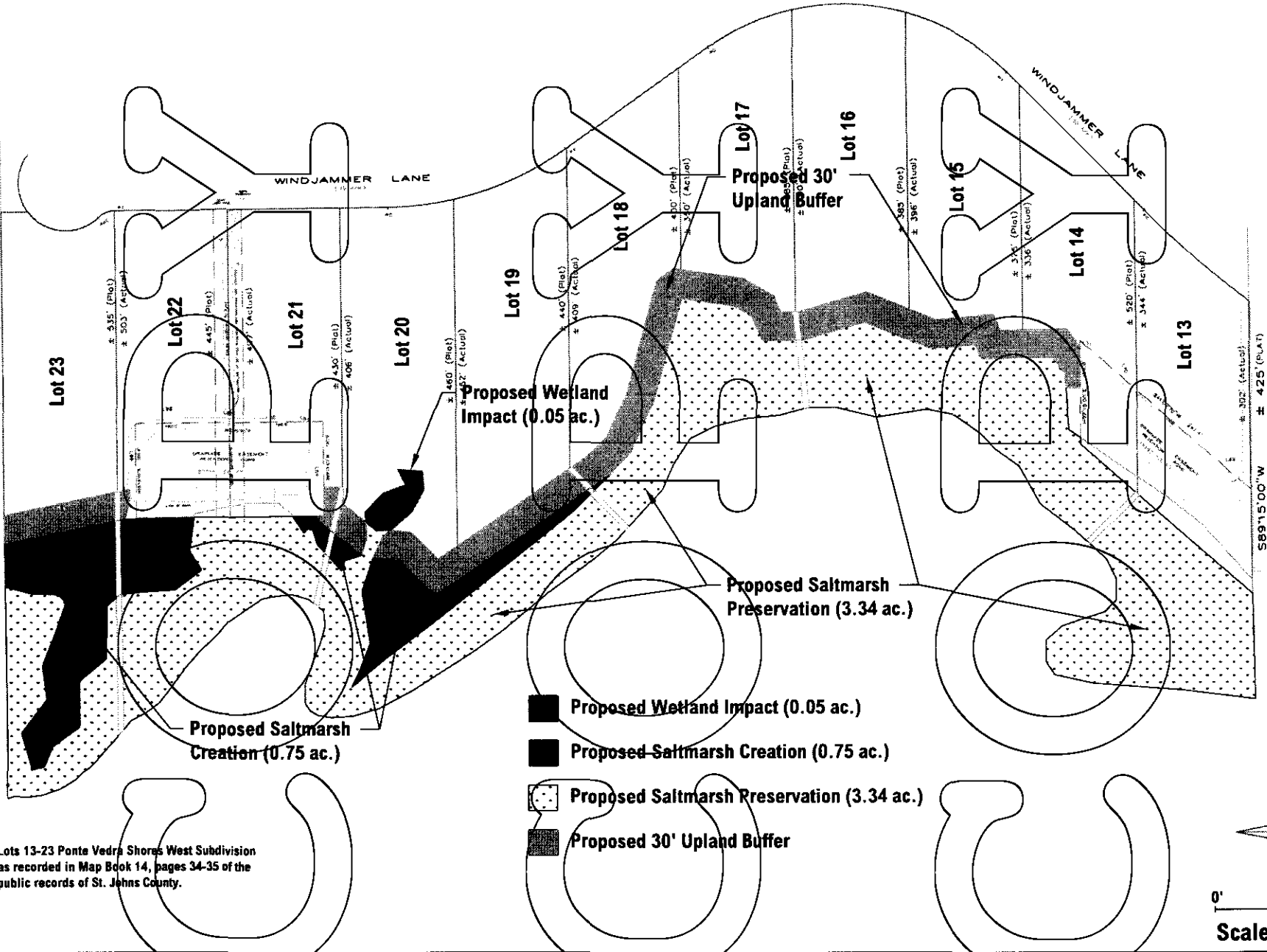
Nancy L. Buchanan
NOTARY PUBLIC

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 15th day of February, 2001, by MICHAEL E. BRAREN, 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



Lots 13-23 Ponte Vedra Shores West Subdivision
 as recorded in Map Book 14, pages 34-35 of the
 public records of St. Johns County.



**Environmental
 Resource
 Solutions Inc.**
 1597 The Greens Way,
 Suite 200
 Jacksonville Beach, FL 32250

ICWW Lots/PV Shores Modification Site Plan

Source:

File: 00273spr2

Project No.: 00273

Date: 1-25-01

Rev: 2-02-01

By: JAM

Exhibit No.: 3

**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 1st day of February, 2001.

Signed, sealed and delivered
in the presence of:

Krista F. Barnes
Print Name Krista F. Barnes
Elizabeth A Rosone
Print Name Elizabeth A Rosone
Krista F. Barnes
Print Name Krista F. Barnes
Elizabeth A Rosone
Print Name Elizabeth A Rosone

Robert Jason Martin
Robert Jason Martin
Sylvia Ann Martin-McGinnis
Sylvia Ann Martin-McGinnis

STATE OF FLORIDA
COUNTY OF St. Johns

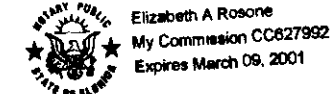
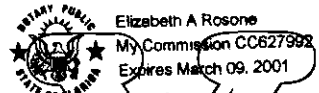
The foregoing instrument was acknowledged before me this 1st day of February, 2001, by Robert Jason Martin, who is personally known to me ~~or who has produced~~ - as identification.

Elizabeth A Rosone
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF St. Johns

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

Elizabeth A Rosone
NOTARY PUBLIC



**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 Kenneth N. Neff
[Signature]
Print Name Baron L. Bartlett
[Signature]
Print Name Kay L. Neff
[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 Johns

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 Johns

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

**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 ^{20th} ~~19th~~ day of FEBRUARY, 2001.

Signed, sealed and delivered
in the presence of:

Danielle Mangrum
Print Name Danielle Mangrum
Mark N. Frost
Print Name Mark N. Frost
Danielle Mangrum
Print Name Danielle Mangrum
Mark N. Frost
Print Name Mark N. Frost

Arvid E. Berg
Arvid E. Berg

Marlys J. Berg
Marlys J. Berg

STATE OF FLORIDA
COUNTY OF ST. JOHN

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
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF ST. JOHN

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.



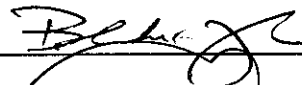
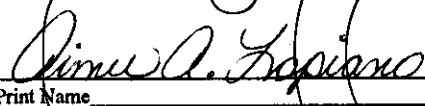
Danielle Mangrum
NOTARY PUBLIC


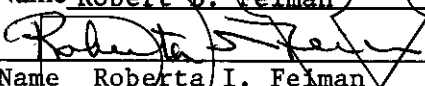
**CONSENT AND JOINDER TO
ADDITIONAL COVENANTS AND RESTRICTIONS
FOR
MARSH VIEW AT PONTE VEDRA SHORES**

Robert B. Feiman & Roberta I. Feiman, 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

Print Name _____


Name Robert B. Feiman

Name Roberta I. Feiman

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 FL DL - as identification.

COPY

NOTARY PUBLIC



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

**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 3rd day of March, 2001.

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name THOMAS S. SERWATKA
[Signature]
Print Name _____
[Signature]
Print Name _____
[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 3rd day of March, 2001, by Thomas S. Serwatka, who is personally known to me or who has produced _____ - as identification.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3rd 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
Notary Public, State of Florida
My comm. expires Sept. 24, 2002
Comm. No. CC 778007

**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:

Tessa Piegonka
Print Name Tessa Piegonka

[Signature]
Print Name [Signature]

Nancy Buchanan
Print Name Nancy Buchanan


Print Name _____

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.

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


Carolyn Tarter Blake
Carolyn Tarter Blake

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

April Ennis
NOTARY PUBLIC