

83 11904

2FF 595 PAGE 382  
REC

DECLARATION OF COVENANTS AND RESTRICTIONS  
MARSHVIEW ESTATES SUBDIVISION  
ST. JOHNS COUNTY, FLORIDA  
AND  
NOTICE OF PROVISIONS OF  
MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 13TH day of JULY,  
1983, by Marshview Estates Development, with its principal place of  
business at 5025 Highway A1A, St. Augustine, Florida. (hereinafter  
sometimes referred to as the "Developer");

WHEREAS, the Developer is the record owner in fee simple absolute  
of certain real property containing 23.174 acres and is located in St.  
Johns County, Florida, and more particularly described in the "Schedule  
of Legal Description" which is attached hereto as Exhibit "A" and  
made a part hereof, and as shown on the detailed sketch (which is an  
excerpt from the final subdivision plat as recorded) and is attached  
hereto as Exhibit "B" and made a part hereof, and

WHEREAS, in accordance with the applicable provisions of State  
law and local ordinance, the Developer caused the above described  
real property to be subdivided into a platted subdivision known as  
"Marshview Estates Subdivision", and a subdivision plat thereof was  
duly filed in the Office of Clerk of the Circuit Court, St. Johns  
County, Florida, on March 22, 1983, and recorded in Map Book 15, at  
Page 30 of the Public Records of St. Johns County, Florida, and

WHEREAS, it is the present intention of the Developer to de-  
velop Marshview Estates Subdivision as a low density, high quality,  
residential subdivision, and

WHEREAS, the Developer has subdivided Marshview Estates Sub-  
division into dwelling units, and

WHEREAS, there is a need to specify, make and impose covenants,  
and to grant necessary easements for the proper use of the sub-  
division, and to provide for an effective administration of the  
common areas in the subdivision,

WHEREAS, the Developer has caused to be incorporated in Florida, a non-profit corporation known as Marshview Estates Homeowner's Association, Inc. which has been formed to manage the common areas, collect assessments, and generally provide for the orderly enjoyment of Marshview Estates Subdivision, a copy of which is attached hereto as Exhibit "C".

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A" and as shown on Exhibit "B", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of St. Johns County, Florida.

#### ARTICLE I

#### DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions - The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

(a) "Association" shall mean and refer to Marshview Estates Homeowner's Association, a Florida Corporation not for profit, and its successors and assigns, the membership of which will be owners of "dwelling units" or "lots", in the Marshview Estates Subdivision, as shown on the plat filed of record in St. Johns County, Florida, by the Developer.

(b) "Developer" shall mean and refer to Marshview Estates Development, its successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improve-

ments thereon which are leased under a long term lease to the Association and designated in the lease as "common areas". The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of owners, persons occupying dwelling units on a house guest or tenant basis, and subject to operating rules and regulations adopted by the Board of Directors of the Association, and subject to the fee schedules, if any, adopted by said Association; provided, however, that any other property which is leased to the Association for use as common property shall lose its character upon the expiration of the lease.

(d) "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the Marshview Estates Subdivision as shown on Exhibit "B" and bearing a number upon the plat of said subdivision from 1 to 40 inclusive. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(e) "Commercial Lot" or "Lot" shall mean any unimproved parcel of land located along Highway AIA as shown on Exhibit "B" and bearing a number upon the plat of said subdivision from 41 to 44 inclusive. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(f) "Dwelling Unit" shall mean an improved numbered parcel of ground as indicated on the recorded plat.

(g) "Subdivision" shall mean Marshview Estates Subdivision as recorded in Map Book 15, at Page 30, of the Public Records of St. Johns County, Florida on March 22, 1983.

(h) "Architectural Control Committee" shall mean a committee appointed by Billy Alford and Jack Poteat, two of the Developers in accordance with Section 2.3.

Section 1.2 Common Areas - The Common Area property is described as follows: All areas designated on the plat of Marshview Estates Subdivision as recorded in the Public Records of St. Johns County, Florida, as being Drainage Easements, AND all streets and roads shown on said plat.

Section 1.3 - Lots 41, 42, 43 and 44 have been designated for commercial uses and the county commission in accepting the plat agreed to giving the developers an additional access road at the south end of Lot 44 to AIA. The plat as recorded calls for a 5 foot buffer zone along AIA across the front of these commercial lots. The entrance to the rear of these lots will be from Sandpiper Street and covers an area of 250 feet deep. The Developers hereby grant to the owners of Lots 41, 42, 43 and 44 ingress and egress for a distance of 250 feet on Sandpiper Street from which private roads will be developed across the rear of these commercial lots for the exclusive use of the owners of Lots 41, 42, 43 and 44. In granting the owners such unrestricted use of Sandpiper Street, the Developers acknowledge that the owners of Lots 41, 42, 43 and 44 will be obliged to contribute to the common area maintenance of Sandpiper Street and will be assessed by the Home Owner's Association an equitable fee on a monthly basis for the maintenance of the entrance to the subdivision on Sandpiper Street as previously stated for the first 250 feet into the subdivision.

## ARTICLE II

### RESTRICTIVE COVENANTS

Section 2.1 - No lots numbered 1 through 40 inclusive shall be used for any purpose except residential. No building shall be erected, altered, placed or permitted to remain on any of these lots

other than one single-family residence (which shall not exceed three stories in height - 35 feet) and an attached or detached two-car garage. The commercial lots numbered 41 through 44 shall be used for commercial purposes only as approved by the Architectural Control Committee.

Section 2.2 - No building or structure, including an addition to a dwelling, shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the floor plan, elevation, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

The areas included within the lot line of each individual lot, but not included with the dwelling constructed on such lot, such areas being hereafter referred to as "grounds" shall be used for normal and customary yard purposes. No structure, including an addition to a dwelling, shall be constructed or placed on the grounds without the written approval of the Association, or except in accordance with regulations enacted by the Association. The term "structure" as used herein shall include, but is not limited to, homes and any additions thereto, swimming pools, fences, walls, bar-b-que pits, television or radio antennas, television discs for TV reception, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball courts

or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, etc.

Section 2.3 - The Architectural Control Committee shall be composed of not less than three (3) nor more than five (5) persons. The members of the Committee shall be appointed for staggered, three-year terms by Billy Alford and Jack Poteat. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, Billy Alford and Jack Poteat shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Developer. When the Developer deems the circumstances appropriate they shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of Marshview Estates Homeowner's Association. The Association shall then appoint the membership of the Architectural Control Committee which shall assume the duties and perform the functions as set forth in this Declaration. After turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the Association.

Section 2.4 - The Architectural Control Committee shall indicate its approval or disapproval of the matters required in Section 2.2 hereof to be acted upon by them, by written notice to the owner and served upon all interested parties, identifying the proposed building or structure and the reasons for such approval or disapproval. The decision of the Architectural Control Committee shall be final. If the Architectural Control Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevation, site clearing plan and abbreviated specification

(including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons, that the plans and specifications as submitted have been approved by the Architectural Control Committee.

Section 2.5 - All front, side and rear setback and lot line construction restrictions in the subdivision shall be prescribed for single family residences by the zoning ordinance of St. Johns County, Florida. In the case of a corner lot, one frontage may be reduced 20%; no structure shall exceed three (3) stories in height (35 feet). No residence shall contain less than 1,800 square feet of enclosed living area, nor shall any residence contain less than 1,800 square feet of total living area covered by roof (excluding garages and porches). Each garage shall be of sufficient size so as to accommodate at least two regular size automobiles.

The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such areas being hereafter referred to as "grounds", shall be used for normal and customary yard purposes. No structure, including an addition to a dwelling, shall be constructed or placed on the grounds without the written approval of the Association, or except in accordance with regulations enacted by the Association. The term "structure" as used herein shall include, but is not limited to, homes and additions thereto, swimming pools, fences, walls, bar-b-que pits, television or radio antennas, television discs, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, etc.

Section 2.6 - No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, recreational vehicle, camper, basement, tent, shack, garage, barn, or



other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent in nature or character.

Section 2.7 - No truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, recreational vehicle, or other similar vehicle shall be parked in the driveway of any individual lot or on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours. Automobiles of owners or guests may be parked on the street (including the right-of-way thereof) for a continuous period of time not to exceed ten hours.

Section 2.8 - No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse or garage. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage attached to the residence.

Section 2.9 - No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over 10 weeks old shall not exceed two (2) in number. There shall be no dog runs or outside pet enclosures on any individual lot. All pets shall be housed inside the dwelling unit.

In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats, or other domesticated household pets and specifically shall have the right (i) to require such animals to be leashed; (ii) to prohibit such animals from roaming at large beyond the confines of



their owner's property; (iii) to require that owners keep their pets from making such noises as disturb others; and (iv) to adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.10 - No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the name of the occupant of the residence located on said lot or an approved sign advertising the premises for sale. All signs shall be approved by the Architectural Control Committee.

Section 2.11 - No illegal, immoral, noxious or offensive activity shall be carried on or suffered to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may eminently become an annoyance or private or public nuisance.

Section 2.12 - No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. All garbage cans or other equipment used for the collection, storage or disposal of solid waste material shall be self contained and on rollers so that garbage can be rolled to the curb and kept in a clean and sanitary condition. The use of all containers or similar equipment shall be in accordance with applicable state and county environmental laws and ordinances.

Section 2.13 - Restrictions regarding the fences, wall, hedge or shrub planting on corner lots at intersections shall be as prescribed, from time to time, in the applicable provision of the Zoning Ordinances of St. Johns County, Florida.

Section 2.14 - No wall, fence, or hedge over six feet in height shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type and location

thereof have been approved by the Architectural Control Committee in accordance with the procedure and criteria set forth in Section 2.2 hereof.

Section 2.15 - No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field, mobile home, recreational vehicle, storage tank, or other similar container shall be permitted to exist on any lot.

Section 2.16 - No driveway shall be constructed, maintained, altered, or permitted to exist on any lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot.

Section 2.17 - The owner shall assume and pay as and when the same shall become due the cost of the installation and maintenance of the underground utility system from primary utility lines.

Section 2.18 - Trees situated between the building set back lines as established by the Zoning Ordinances of St. Johns County and the property lines, having a diameter of eight inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such tree(s).

Section 2.19 - Any owner violating the provisions of Section 2.18 will be required to replace such trees with trees of like size and condition within thirty days after demand by the Architectural Control Committee. If the owner fails or refuses to replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be charged to the owner and a lien against the lot. The owner grants to the Architectural Control Committee, its agents, and employees an easement of ingress and egress over and across said lot to enable

it to accomplish compliance with Section 2.18 and this Section.

### ARTICLE III

### ASSOCIATION

Section 3.1 - To effectively and efficiently provide for the administration of the common areas by the owners of lots or dwelling units in Marshview Estates Subdivision, a non-profit corporation (known and designated as Marshview Estates Homeowner's Association, a non-profit Florida Corporation,) has been created. The Association shall operate and manage the streets, drainage easements and common areas, and shall assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "C" and "D", respectively, and such documents are expressly made a part hereof.

Section 3.2 - The owner of each lot or dwelling unit within Marshview Estates Subdivision shall automatically become a member of the Association upon his or her acquisition of an ownership interest in title to any lot or dwelling units. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3 - No person, corporation, or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or

50918RV.3

to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Said members shall be responsible for the payment of any assessments in arrears as well as all future assessments.

Section 3.4 - In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 - Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every lot and dwelling unit shall by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All annual assessments or charges and,
- (b) All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges

shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the costs of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a residential lot or dwelling unit such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees.

Section 4.2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, enlargement, and operation of the drainage easements, private roads, private utilities, Common Areas and Properties and to provide services which the Association is authorized to provide including but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement, and to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, all necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Area and Property at the time of conveyance to the Association. No initiation fee may be charged to members of the Association as a

pre-condition to use of such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3 - The initial regular monthly assessment is hereby set at the rate of \$20.00 per lot or dwelling unit. Lots or dwelling units owned by Developer shall not be subject to assessments, either regular or special. Developer guarantees the initial assessment shall not exceed \$30.00 per month per lot or dwelling unit until the owners have, excluding the Developer, 51% of the votes in the Association or January 1, 1986, whichever occurs first. The Developer agrees to turnover control of the Architectural Control Committee and the common areas of the Association not later than January 1, 1986. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the directors of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after written notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Anything in the preceeding paragraph to the contrary notwithstanding, on the first day of the month following the closing of a

sale of a lot, the owner shall commence paying the regular monthly assessments then in force and effect.

Section 4.4 - Nothing herein shall prohibit the owner of a dwelling unit from leasing such dwelling unit for a period of one year or longer. There shall be no weekly or monthly rentals, nor shall there be any subleasing of any dwelling unit. The owner of a dwelling unit shall be responsible for paying the monthly assessment while the unit is leased. All leases shall contain a provision in them whereby the lessee has to agree to abide by all of the rules and regulations adopted by the Homeowner's Association, and these covenants and restrictions. Failure to abide by them shall result in the automatic termination of the lease by the owner upon written notice from the Association that the lessee is not abiding by the rules and regulations or the covenants and restrictions.

Section 4.5 - Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten per cent (10%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the subdivision, or by or for any other reason, except as provided in Section 4.3.

Section 4.6 - The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current



status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.7 - All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas and the roads. Revenue collected by the Association from an owner of a lot or dwelling unit may be commingled with monies collected from other owners. If invested, the interest paid thereon shall be paid to the Association for the use of all owners.

Section 4.8 - Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.9 - Recognizing that proper management and operation of the common area and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within Marshview Estates Subdivision, and the present and future interests of each member of the Association in the common area and property and improve-

ments thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

Section 4.10 - The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 - All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein, and such rights, title and interests are paramount to any hereinafter acquired by any person, firm, business, or corporation.

Section 4.12 - The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when

the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President and Secretary of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President and Secretary of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

#### ARTICLE V

#### AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of Marshview Estates Subdivision.

In addition to the manner of amendment set forth in the preceding paragraph, the record owners of ninety per cent (90%) of lots or dwelling units in Marshview Estates Subdivision may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was

present in person (or by proxy) and that at least ninety per cent (90%) of those entitled to cast a vote approved the amendment.

Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

#### ARTICLE VI

##### USE OF COMMON PROPERTY

The common areas, as hereinabove specifically described, or hereafter designated by developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of lots and dwelling units lying within Marshview Estates Subdivision, as herein above described, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any dwelling unit or lot in any existing unit of Marshview Estates Subdivision, each such person does agree to abide by and comply with all restrictions and covenants contained herein and all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such restrictions and covenants and rules and regulations is necessary for the orderly enjoyment of all common areas and streets and roadways now existing or which may hereafter be designated by Marshview Estates Development.

ARTICLE VII  
COVENANTS AGAINST PARTITION  
AND

SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any lot or dwelling unit within Marshview Estates Subdivision is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the membership in the common areas be retained by the owners of lots and dwelling units, it is therefore declared that the membership rights of any owner in the common area shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas. In addition, there shall exist no right to transfer the membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to the lot or dwelling unit in Marshview Estates Subdivision, provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the common areas to the owners of lots or dwelling units within the subdivision for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a lot or dwelling unit in Marshview Estates Subdivision shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

ARTICLE VIII  
COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and

50918 RV-3

covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) per cent of the then recorded owners of the lots or dwelling units in Marshview Estates Subdivision is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

MARSHVIEW ESTATES DEVELOPMENT

Bill A. Fleming By: Billy Alford  
Bill A. Fleming By: Jack Poteat  
C. H. Kuro By: Harry Hinnah  
P. H. Kuro By: Harry Stafford  
 Witnesses

STATE OF FLORIDA 1-1-87  
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this  
13th day of July, A.D., 1983, by  
Billy Alford and  
Jack Poteat  
 on behalf of Marshview Estates Development.

- 21 -

Ellen F. Faek  
 Notary Public  
 State of Florida at Large

My commission expires 1-1-84

50918 RV-3

STATE OF GEORGIA  
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this

7TH day of JULY, A.D., 1983, by

✓ HARRY HANNAH

on behalf of Marshview Estates Development.

(SEAL)

[Signature]  
Notary Public

My commission expires 2-2-87

STATE OF GEORGIA  
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this

7TH day of JULY, A.D., 1983, by

✓ HARRY STAFFORD

on behalf of Marshview Estates Development.

(SEAL)

[Signature]  
Notary Public

My commission expires 2-2-87

50918 RV-3



EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTIONS 38 AND F. FALANY GRANT SECTION 48 TOWNSHIP 8 SOUTH, RANGE 29 EAST, AND RANGE 30 EAST RESPECTIVELY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 38, WITH THE RANGE LINE BETWEEN SAID RANGE 29 EAST, AND RANGE 30 EAST, THENCE N 0° 32' W ON SAID RANGE LINE, 558.69 FEET; THENCE CONTINUING ON SAID RANGE LINE N 2° 10' W A DISTANCE OF 2,529.57 FEET TO THE SOUTH LINE OF WILDWOOD DRIVE, THENCE CONTINUING ON SAID RANGE LINE ACROSS SAID WILDWOOD DRIVE, 66.00 FEET FOR THE POINT OF BEGINNING; THENCE S 87° 42' 03" W ON THE NORTH LINE OF WILDWOOD DRIVE, A 66 FOOT COUNTY ROAD, 718.28 FEET; THENCE N 5° 18' 05" W ON THE EAST RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY - MOULTRIE CUT-OFF, SAID RIGHT-OF-WAY BEING 150 FEET IN WIDTH, 1423.76 FEET TO AN ANGULAR POINT IN SAID RAILWAY RIGHT-OF-WAY LINE; THENCE N 71° 01' 25" E ON SAID RAILWAY RIGHT-OF-WAY LINE, 25.73 FEET TO A POINT 100 FEET EAST FROM, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILWAY RIGHT-OF-WAY; THENCE MEANDERING EASTERLY ALONG THE SOUTH EDGE OF THE NORMAL HIGH WATER LINE OF MOULTRIE CREEK TO SAID RANGE LINE; THENCE CONTINUE ALONG THE NORMAL HIGH WATER LINE OF MOULTRIE CREEK AND THE APPROXIMATE CENTERLINE OF A BRANCH FOR THE (A) FOLLOWING COURSES AND DISTANCES; (1) THENCE S 81° 05' E A DISTANCE OF 70.00 FEET; (2) THENCE S 34° 38' 20" E A DISTANCE OF 251.59 FEET; (3) THENCE S 12° 42' 50" E A DISTANCE OF 168.12 FEET; (4) THENCE S 34° 06' 10" E A DISTANCE OF 260.65 FEET; THENCE N 87° 57' E A DISTANCE OF 774.66 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 A 200 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY BY A NON-TANGENT CURVE CONCAVE TO THE EAST AND RUNNING IN A SOUTHERLY DIRECTION HAVING A RADIUS OF 3937.83 FEET, HAVING A CENTRAL ANGLE OF 13° 48' 19" FOR AN ARC LENGTH OF 948.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S 13° 15' 51" E A DISTANCE OF 946.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE ALONG THE TANGENT OF OF THE PREVIOUSLY DESCRIBED CURVE S 10° 10' 00" E A DISTANCE OF 382.36 FEET TO A POINT IN THE NORTH LINE OF WILDWOOD DRIVE PREVIOUSLY DESCRIBED; THENCE ALONG SAID LAST DESCRIBED LINE S 87° 57' 00" W A DISTANCE OF 1218.65 FEET TO THE POINT OF BEGINNING

CONTAINING 68 ACRES MORE OR LESS

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

1979 AUG 20 PM 12:42

*Oliver L. Linder*  
 CLERK CIRCUIT COURT

50913 RW-3

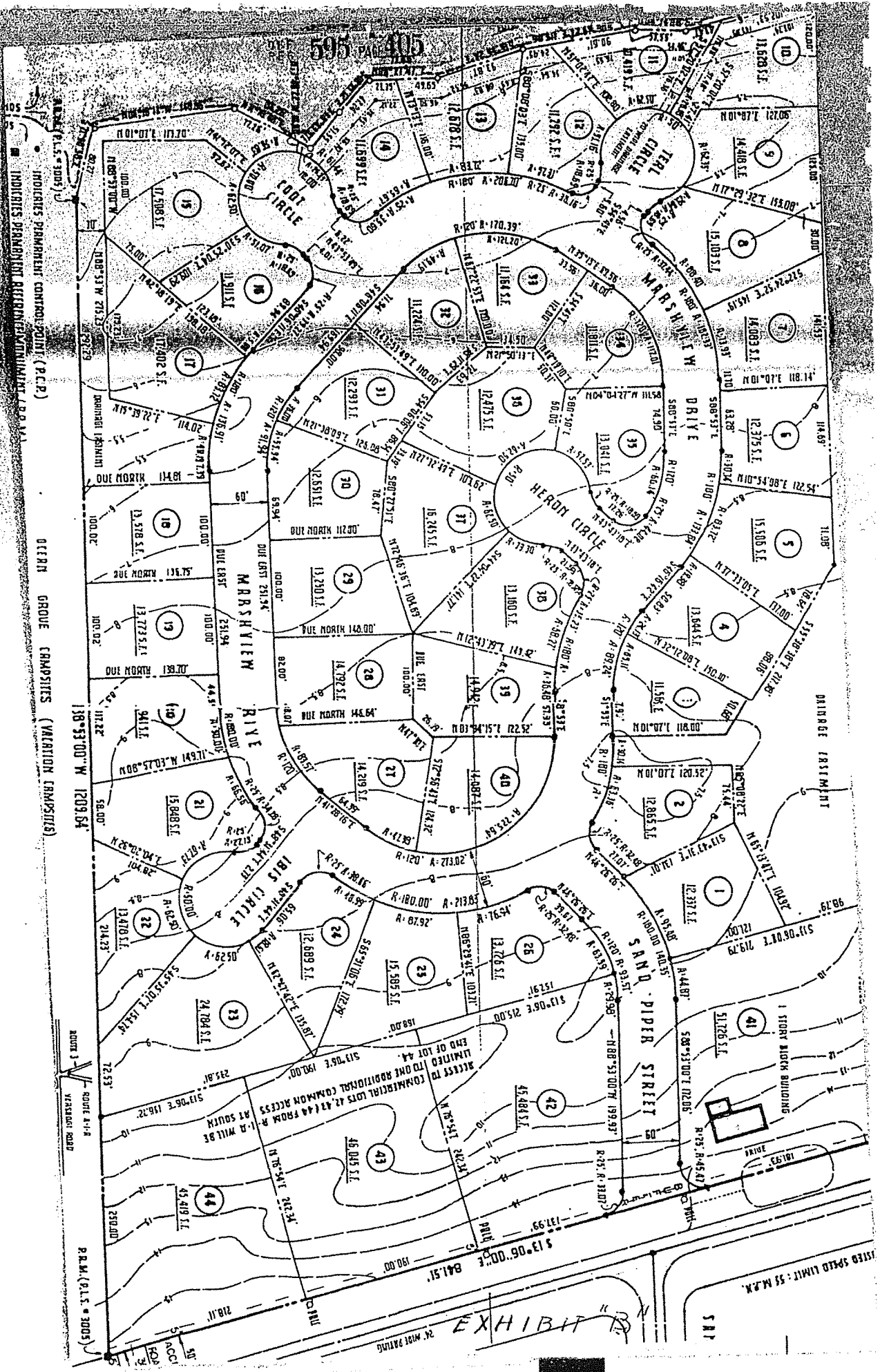
INDICATES PLANNING CONTROL POINT (P.C.P.)

OPEN GROVE CAMPSITES (VARIATION CAMPSITES)

ROUTE 3 - ROUTE 4 - R

WASHO ROAD

P.R.M. (P.L.S. 3003)



50918 RV-3

EXHIBIT "B"

SAT

OFF REC 595 PAGE 406

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 18, 1983, as shown by the records of this office.

The charter number for this corporation is 769428.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
19th day of July, 1983.



CER-101

George Firestone  
Secretary of State

50918RV-3

EXHIBIT "C"

ARTICLES OF INCORPORATION  
OF

MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.  
(A Non-Profit Florida Corporation)

WE, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, in accordance with the provision of the Statutes of said State, providing for the formation, liabilities, rights, privileges, and immunities of corporations not for profit.

ARTICLE I

The name of this Corporation shall be  
MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

Purpose of Organization

The general nature of the business to be transacted is as follows:

A. To enforce the terms, covenants, conditions and restrictions appertaining to MARSHVIEW ESTATES SUBDIVISION, recorded in

the Public Records of St. Johns County, Florida, in Map Book 15, Page 30, as contained in the Declaration of Covenants and Restrictions as recorded in the Public Records of St. Johns County, Florida by Marshview Estates Development, and any rules and regulations adopted by Marshview Estates Development or the Homeowner's Association.

B. To establish and collect assessments from the lot owners for the purpose of operating, maintaining, repairing, improving, and administering said property and to collect and enforce liens for such assessments, by suit, if necessary.

### ARTICLE III

#### Qualification of Members and Manners of their Admission

Any person, firm, corporation, or other business entity coming within the following categories shall automatically become members of this Association:

A. The record title holder of a present vested fee simple interest in any lot or dwelling unit of Marshview Estates Subdivision as filed in the Public Records of St. Johns County, Florida, by Marshview Estates Development.

B. If the record title holder described in paragraph A designates in writing to the Secretary of this association, the lessee shall be a member of this association but with no right to vote. The owner's membership privileges during the period of such tenancy shall not abate. When the tenancy ceases to exist, the owner of such dwelling unit shall so certify to the Secretary of this Association and the lessee shall not be entitled to any membership privileges.

C. The memberships of any lessee or record owner shall automatically terminate when such person is no longer entitled to immediate

possession and enjoyment of a lot or dwelling unit in Marshview Estates Subdivision.

D. When a corporation or partnership is an owner or lessee of a dwelling unit or lot, only the President of the Corporation or its designate or the senior partner shall be entitled to exercise membership privileges.

#### ARTICLE IV

##### TERM OF EXISTENCE

Section 1. This corporation shall have perpetual existence.

#### ARTICLE V

##### NAMES AND RESIDENCES OF SUBSCRIBERS

Billy Alford	1 Ocean Trace Road St. Augustine, Florida
Jack Poteat	1 Ocean Trace Road St. Augustine, Florida
Harry Hannah	500 Permalure Place, N.W. Atlanta, Georgia
Harry Stafford	2920 N. Fulton Drive. N.E. Atlanta, Georgia

#### ARTICLE VI

##### MANAGEMENT AND TIME OF ELECTION

A. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than five (5) nor more than seven (7) members.

B. Directors shall be elected by the voting membership at the regular annual meeting of the membership of the corporation to be held on the 15th day of March, of each year, at such place as may be designated by the board.

C. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of



the membership. The Board of Directors shall elect from among the members of the corporation, a President. Vice President, Secretary and Treasurer, and such other officers as it may deem desirable.

#### ARTICLE VII

##### NAMES OF OFFICERS

The names of the officers who shall serve until the first election are as follows:

President	Billy Alford
Vice President	Jack Poteat
Secretary	Harry Hannah
Treasurer	Harry Stafford

#### ARTICLE VIII

##### BOARD OF DIRECTORS

The following five (5) persons shall constitute the first Board of Directors. Said first Board of Directors may appoint five (5) successors to serve as an interim Board of Directors until the first election of the Board of Directors at the first regular annual meeting of the members.

Billy Alford  
 Jack Poteat  
 Harry Hannah  
 Harry Stafford  
 Robert Urweiler

#### ARTICLE IX

##### BY-LAWS

The By-Laws of this corporation may be made, altered, amended, or rescinded by such modification signed by at least a two-thirds (2/3) vote of all members of the Association.

50518RV-3



## ARTICLE X

## AMENDMENT OF ARTICLES OF INCORPORATION

Section 1. An affirmative vote of seventy five percent (75%) of the qualified voting members of the corporation shall be necessary to amend these Articles of Incorporation.

## ARTICLE XI

No dividend shall be paid and no part of the income shall be distributed to its members, directors or officers. The corporation may, however, pay a reasonable amount to its members, directors and officers for services rendered and may confer benefits upon its members in conformity with the purposes set forth in Article II, and upon dissolution or final liquidation, may make distribution to its members, as permitted by the court having jurisdiction thereof and no such payment, benefit or distribution shall be determined to be a dividend or a disbursement of income.

WITNESS THE HANDS AND SEALS of the incorporators and subscribers in St. Johns County, State of Florida, this 13TH day of July, 1983, and in DeKalb County, State of Georgia, this 7TH day of July, 1983.

Billy Alford (SEAL)  
Billy Alford

Jack Poteat (SEAL)  
Jack Poteat

Harry Hannah (SEAL)  
Harry Hannah

Harry Stafford (SEAL)  
Harry Stafford

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

OFF REC 595 PAGE 412

The foregoing instrument was acknowledged before me, this  
13<sup>d</sup> day of July, 1983, by Billy  
Albert,  
and Jack Pate.

Ellen F. Falk  
Notary Public  
State of Florida at Large  
My commission expires 1-1-84

STATE OF GEORGIA )  
COUNTY OF DeKalb )

The foregoing instrument was acknowledged before me, this  
7<sup>TH</sup> day of July, 1983, by HARRY HANNAH  
and \_\_\_\_\_.

P.B. Ruser  
Notary Public

My commission expires 2-2-87

STATE OF GEORGIA )  
COUNTY OF DeKalb )

The foregoing instrument was acknowledged before me, this  
7<sup>TH</sup> day of July, 1983, by HARRY STAFFORD  
\_\_\_\_\_.

P.B. Ruser  
Notary Public  
My commission expires 2-2-87

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That MARSHVIEW ESTATES HOMEOWNER'S ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at the City of St. Augustine, County of St. Johns State of Florida, has named Billy Alford, located at 5025 Highway 1A, St. Augustine, Florida 32084, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open office.

Date:

July 7, 1983

Billy Alford

*Billy Alford*

50918 RV-3

## EXHIBIT "D"

## BY-LAWS

## OF

## MARSHVIEW ESTATES HOMEOWNER'S ASSOCIATION, INC.

## ARTICLE I

Section 1. Personal Applications. All present or future owners, and future lessees of Marshview Estates Subdivision, as per map in Map Book 15, Page 30, Public Records of St. Johns County, Florida, are subject to the restrictions and covenants for the residential or commercial property in MARSHVIEW ESTATES SUBDIVISION, and they will acknowledge receipt of these By-Laws and do agree to abide by them. The mere act of occupancy or use of any of said property will not signify that these By-Laws are accepted, ratified and will be complied with. There must be a written acknowledgment signed by the owner or lessee.

## ARTICLE II

Section 1. Voting. Voting shall be based on one vote for each lot or one vote for each proposed dwelling unit or dwelling unit; and the purchaser or owner of each lot or dwelling unit, but not the developer of each lot or dwelling unit, shall be personally liable for all assessments against said lot or dwelling unit as per the duly recorded Declaration of Covenants and Restrictions regarding Marshview Estates Subdivision referred to above and to which these By-Laws are attached as Exhibit "D".

Section 2. Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners as well as the Developer holding 51 per cent of the votes. There shall be

40 memberships initially, each membership being entitled to one (1) vote. The Developer, Marshview Estates Development, shall be a member of the organization so long as it holds title to any property in Marshview Estates Subdivision. The Developer reserves the right to vote all memberships not owned by other members of Marshview Estates Homeowners Association. The Developer anticipates there shall be 40 lots or dwelling units in the development of all units of Marshview Estates Subdivision. The commercial lots numbered 41 through 44 shall not be considered a part of Marshview Estates and the owners thereof shall not be considered members of the Association. If these lots are developed for condominium office spaces, they shall be governed by their own Declaration and covenants, and shall pay a monthly assessment for use of the entrance road.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 2 of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast, in person or by proxy. The Board of Directors of the Association shall have the right to appoint a proxy committee, and the proxy committee appointed by the Board of Directors shall be entitled to cast the vote for the person signing the proxy. The proxies shall be mailed out to all persons entitled to vote at least 15 but not more than 30 days prior to a meeting of the Association, and any person wishing to vote by proxy shall have his proxy properly signed and in the hands of the Secretary at least three (3) days prior to the date of the meeting.

### ARTICLE III

Section 1. Association Responsibilities. The membership as defined in Section 3.2 of Article III of the Declaration of Covenants and Restrictions of Marshview Estates Subdivision, to which

these By-Laws are attached as Exhibit "D" which constitutes the Association of Owners (hereinafter referred to as "Association") will have the responsibility of administering the common areas, maintaining the street and drainage easements, approving the annual budget, and establishing and collecting monthly assessments. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of the members of the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at the sales office of the subdivision or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held at the sales office of the Subdivision or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of Members as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at least 15 but not more than 30 days prior to such meeting. The mailing of a notice by United States Mail, postage prepaid, shall constitute notice served.

Section 6. Adjourned Meetings. If any meeting of members can not be organized because a quorum has not attended, the members who are present, either by proxy or in person, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

#### ARTICLE IV

##### Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of not less than five (5) nor more than seven (7) members. The members of the initial Board need not be owners or developers of Marshview Estates Subdivision referred to above.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members.

Section 3. Other Duties. In addition to the duties imposed by these By-Laws, or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) care, upkeep and maintenance of the common areas, all islands lying within the road right-of-ways, all streets and the drainage easements.
- (b) collection of monthly assessments from the owners, and setting the monthly assessment. The assessment shall be effective upon its adoption and shall be due quarterly. Notice of the amount of such assessment shall be given to each owner personally or by mail, telephone or telegraph. Assessments remaining unpaid for thirty (30) days after



the due date shall constitute a lien on said property and bear interest at the rate of ten per cent (10%) per annum until paid in full. Enforcement of the lien shall be by foreclosure and in such event, the Board shall be entitled to reasonable reimbursement for attorneys' fees and court costs.

(c) shall, at its option adopt any rules and regulations which are, or which may become relative to the general use of the common areas which are subject to the use of all members.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a majority vote of the members shall be filled by the vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 5. Removal of Directors. At the regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the voting members present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Organization of Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

50918 RV-3

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director given personally or by mail, telephone or telegraph which notice shall state the meeting time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director of any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

## ARTICLE V

## Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Board of Directors. The Directors may appoint such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote by a majority of the Board of Directors present at any regular or special meeting, any officer may be removed either with or without cause. The Board may at such meeting elect a successor for the removed officer.

Section 4. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association including but not limited to, the power to appoint committees from among the members; from time to time he may, in his discretion, decide and acquire the necessary staff appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall preside at all meetings of the Association whenever the President is unable to preside for any reason whatsoever.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all

meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall in general, perform all of the duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of, the Association in such depositories as may, from time to time, be designated by the Board of Directors.

#### ARTICLE VI

##### Obligation of the Owners

Section 1. Assessments. All of the members, but excluding the developer, are obligated to pay monthly assessments imposed by the Board of Directors to meet all project communal expenses, including specifically but not by way of limitation, fire and extended coverage and vandalism and malicious mischief and public liability insurance, amortization of mortgages, and taxes on the streets and drainage easements and common areas.

##### Section 2. Maintenance and Repair.

(a) Every member must perform all maintenance, upkeep and repair work within his own lot or dwelling unit which, if omitted, would detrimentally affect the aesthetic appearance of the subdivision or a part belonging to the other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) A member shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the communal facilities damaged through the fault of any agent, guest

invitee or lessee of such member.

Section 3. Use of Property. Usage of all property shall be limited to usage as described by duly regulated ordinances now in effect or may become in effect, in the County of St. Johns, Florida and further limited by the Declaration of Covenants and Restrictions of Marshview Estates Subdivision referred to above to which these By-Laws are attached as Exhibit "D".

Section 4. Rules and Conduct. Conduct of members and lessees shall be governed by rules and regulations, which from time to time, may be approved by the Board of Directors.

#### ARTICLE VII

##### Amendments to the By-Laws

Section 1. By-Laws. These By-Laws may be amended by a vote of two-thirds (2/3) of the members in attendance at an annual meeting of the Association or by their proxy vote given for such meeting.

#### ARTICLE VIII

##### Sales or Lease of Property

The Association shall in no way restrict the sale or lease of property within the Marshview Estates Subdivision, referred to above except that all leases to rent as dwelling units must be for one (1) year or more and the proposed lessee must agree to abide by all of the restrictions and covenants and the rules and regulations of the Homeowner's Association. The lease shall contain a provision wherein the lessee acknowledges he has received a copy of these rules and regulations and that the lease may be terminated by the lessor upon receipt of notice from the Association that the lessee has violated the rules and regulations. No lessee shall be entitled to vote at any meeting of the Association.

33 JUL 22 AM 8 30

RECEIVED  
CLERK OF COURT

50918 RV-3

AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
MARSHVIEW ESTATES SUBDIVISION  
ST. JOHNS COUNTY, FLORIDA  
AND  
NOTICE OF PROVISIONS OF  
MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

This amendment is made for the purposes of correcting a legal description that was inadvertently filed as Exhibit "A" to the Declaration of Covenants and Restrictions for MARSHVIEW ESTATES SUBDIVISION, St. Johns County, Florida and Notice of Provisions of MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC., said description being recorded in Official Record Book 595, Page 404 of the Public Records of St. Johns County, Florida.

The correct legal description of the property is as follows:

ALL OF THE SOUTH ONE HALF OF GOVERNMENT LOTS 5 AND 6, SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST, LYING WEST OF STATE ROAD A-1-A. AS NOW LOCATED; ALSO THE NORTH 165 FEET OF GOVERNMENT LOT 7, SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST, LYING WEST OF STATE ROAD A-1-A AS NOW LOCATED.

In witness whereof, the President of Marshview Estates Homeowners Association, Inc., and one of the original developers has hereunto set his hand and the corporate seal this 9TH day of September, 1983.

Attest:

MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

*Bill A. Fleming*  
*Ellen F. Fark*

By: *Billy A. Ford*  
President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me personally appeared BILLY ALFORD, to me well known and known to me to be the President of MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC., the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 9th day of September, 1983.

This instrument prepared by  
Bill A. Fleming, Attorney at  
Law

Notary Public  
My commission expires 11-1-84

1 Corporate Square, St. Augustine, Fla.

Or 598  
PP 382-622

AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
MARSHVIEW ESTATES SUBDIVISION  
ST. JOHNS COUNTY, FLORIDA  
AND  
NOTICE OF PROVISIONS OF  
MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

These amendments are made for the purposes of updating the DECLARATION OF COVENANTS AND RESTRICTIONS resulting from the annual meeting held March 14, 1987.

1. EXHIBIT "A", Page 4, Article VII

NAMES OF OFFICERS TO REPLACE FORMER OFFICERS:

President	Susan Harper
Vice President	Ward W. Wilcox
Secretary	Winnie Jordon
Treasurer	Winnie Jordon

2. EXHIBIT "A", Page 4, Article VIII

NAMES OF BOARD OF DIRECTORS TO REPLACE FORMER OFFICERS:

Dr. David Shawa  
Ward W. Wilcox  
Susan Harper  
Winnie Jordon  
Jack Potest  
Linda Hutteringer

3. EXHIBIT "C", Page 14, Section 4.3

The initial regular monthly assessment of \$20.00 per lot is hereby changed to a \$50.00 initiation fee and the assessment set at the rate of \$5.00 per month per lot or dwelling unit. To commence June 1, 1987 and paid quarterly.

In witness whereof, the President of Marshview Estates Homeowners Association, Inc., has hereunto set his hand and the corporate seal this 23<sup>rd</sup> day of March, 1987.

Attest:

MARSHVIEW ESTATES HOMEOWNERS  
ASSOCIATION, INC.

*Winnie L. Jordan*

*Jack L. Potest*

Notary Public

*James H. Haver*

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: OCT. 29, 1990  
BY THE NOTARY PUBLIC UNDERWRITING

By:

*Susan J. Harper*  
President

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

1987 MAR 24 AM 10:55

*Paul "Bud" Munkel*  
CLERK OF CIRCUIT COURT



90 7699

O.R. 850 PG 1392

March 27, 1990

DECLARATION OF COVENANTS AND RESTRICTIONS OF MARSHVIEW ESTATES  
SUBDIVISION IN ST. JOHNS COUNTY FLORIDA

AND NOTICE OF PROVISIONS  
OF MARSHVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

These amendments are made for the purpose of updating the  
DECLARATION OF COVENANTS AND RESTRICTIONS as to the new  
Officers replacing the former officers as follows.

1. EXHIBIT "A" Article VII

Names of OFFICERS AND DIRECTORS

PRESIDENT	Larry Hutteringer
VICE PRES.	Dick Kennelly
TREASURER	Ward Wilcox
SECRETARY	Arnold Pfahnl
DIRECTOR	Lenord Sonier

In witness whereof, The President of Marshview Estates  
Homeowners Association, Inc. has hereunto set his hand  
and corporate seal, this 28 day of March, 1990.

Attest

Elaine Cubbage  
Linda Hutteringer

NOTARY PUBLIC <sup>My Commission</sup>  
Expires at 5-4-93

Marshview Estates Homeowners  
Association, Inc.

By, Larry Hutteringer  
President

90 9473

O.R. 853 PG 0090

AMENDMENT TO MARSHVIEW ESTATES  
SUBDIVISION IN ST. JOHNS COUNTY

NOTICE OF PROVISIONS OF SPECIAL MEETING  
HELD ON 4-5-90 BY THE BOARD OF  
DIRECTORS OF MARSHVIEW ESTATES  
HOME OWNERS ASSOCIATION

Exhibit A Page 14 Section 4.3 The initial regular monthly  
assessment of \$20.00 is hereby set to commence 6-1-90  
and to be paid quarterly.

Exhibit B Page 4, Section 1.3

To levy a monthly assessment of \$15.00 a month  
per commercial lot in Marshview Estates Lots  
41 thru 44 each to be paid quarterly, commencing  
7-1-90 and to be paid quarterly as stated.

This amendment is made for the purpose of up dating the Declaration  
of Covenants and Restrictions resulting from the Special Meeting  
held on 4-5-90, by the Board of Directors.

Attest:

Ward W. Wilcox

Marshview Estates Home Owners  
Association, Inc.

Elaine Cullidge

By: [Signature]  
President

Notary Public

Linda Huttner  
My Commission Expires on  
5-4-1993

FILED AND  
PUBLIC RECORD  
ST. JOHNS COUNTY, FLA.

APR 10 1991

CLERK OF CIRCUIT COURT