

**MARSH CREEK DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

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Section 7 – Added new August 2, 1990 and added new October 17 1990
(Misnumbered but both additions are in effect)

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MARSH CREEK
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by MARSH CREEK PARTNERSHIP, a Florida general partnership, (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in St. Augustine, County of St. Johns, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof. (“Property”)

WHEREAS, Declarant desires to provide for the orderly development of the Property so as to promote the well being of the residents and the value of the Property.

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

FURTHER PROVIDED that Declarant deems it desirable to create a not-for-profit association to manage the Property. The Association, as hereinafter defined, shall own, operate, maintain and administer all the Common Property, as hereinafter defined, and shall administer and enforce the covenants, conditions, restrictions and limitations set forth herein. The Association shall enforce the easements created herein and collect and disburse the assessments hereinafter created.

ARTICLE I

DEFINITIONS

Section 1. “Additional Property” shall mean and refer to any land which is adjacent or contiguous with the Property or is located such that if such land is annexed to the Declaration by the Declarant, or its successors or assigns, it shall form an integrated community with the Property. Declarant or its successors or assigns may annex the Additional Property by recording in the public records a supplemental declaration subjecting such Additional Property to the covenants and conditions of this Declaration.

Section 2. “Articles” shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

Section 3. “Association” shall mean and refer to Marsh Creek Owners Association, Inc., its successors and assigns.

Section 4. “Bylaws” shall mean and refer to the Bylaws of the Association as amended from time to time.

Section 5. “Common Expenses” shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles of the Bylaws.

Section 6. “Common Roads” shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to a Lot. The Common Roads shall be considered Common Property of the Association and unless specifically set forth herein to the contrary all rules and regulations and provisions relating to the Common Property shall include the Common Roads.

Section 7. “Common Property” shall mean and refer to those tracts of land which are deeded to the Association and designated in the deed as “Common Property” and such improvements thereon as the specifically conveyed to the Association. The term “Common Property:” shall also include any personal property acquired by the Association, if the personal property is designated as “Common Property,” as well as certain easements conveyed to the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public (to the extent permitted by the Board of Directors of the Association) subject to any operating rules adopted by the Association and subject to any use rights made or reserved by Declarant prior to conveyance of such Common Property or the granting of the easements. Common Property shall not include these facilities which are designated a part of the Marsh Creek Country Club, including without limitation, the golf course, tennis courts and swimming pool and related facilities.

Section 8. “Declarant” shall mean and refer to Marsh Creek Partnership, a Florida general partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and provided that such rights as Declarant are specifically assigned to the successor or assign and such successor or assign shall specifically assume the obligations of Declarant under the Declaration, Articles and Bylaws.

Section 9. “Declaration” shall mean and refer to this Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

Section 10. “Lot” shall mean refer to any plot of land together with the improvements thereon shown upon any recorded subdivision plat of the Property or on any preliminary plan for Additional Property which the Declarant intends to plat as a part of the Property.

Section 11. “Member” shall mean and refer to those persons entitled to Class “A” or “B” Membership in the Association as provided in the Declaration and Articles.

Section 12. “Mortgagee” shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration (“VA”) or Federal Housing Administration (“FHA”) and/or a purchaser of such mortgages in the secondary market including without limitation, Federal National Mortgage Association (“FNMA”) and Governmental National Mortgage Association (“GNMA”); and the Declarant, if it is holding a first mortgage on any portion of the Property.

Section 13. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. “Property” or “Properties” shall mean and refer to that certain real property described in Exhibit A together with improvements thereon, (except such improvements the title of which are reserved by the Declarant or its assignees), and such portions of the Additional Property as may hereafter be brought within the jurisdiction of the Association by annexation.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner’s Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and the prior use rights granted in the Common Property, every Owner(s), their successors and assigns and their families and every guest, tenant, and invitee of such Owner (s) is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Property.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed 60 days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of

providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a majority vote of the Association. (See section 3, Article III).

(e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(f) The right of the Declarant or the Association to authorize other persons to enter upon or use of the Common Property for uses not inconsistent with the Owners' rights therein.

(g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

Section 3. Owner's Common Road Easements. It is specifically acknowledged that the Common Roads will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarants' reserved right to install, repair, restore and maintain all utilities, street lighting and signage, including without limitation, cable television in the road right of way and right to grant further easements over the Common Roads. Each Owner of a Lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property holders of mortgage liens on the Property and such other persons as the Declarant and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads. It is hereby acknowledged that the owner of the Marsh Creek Country Club shall have an easement over the Common Roads for the purpose of ingress and egress, as well as, the Club Members, their guests and invitees and any mortgagee of the land constituting a part of the Marsh Creek Country Club.

The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person, who in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or mortgaged in favor of such Mortgagee. The Declarant and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads, (b)

the right, but no obligation, from time to time, to control and regulate all types of traffic on the Common Roads, including the installation of gatehouses and gate systems, if the Declarant or Association so elects. The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, “go-carts”, three wheeled vehicles), which in the opinion of Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the residents, (c) the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads, and (d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

The Declarant reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is not denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall be terminated and the Association shall reconvey the Common Road at the request of the Declarant.

Section 4. Conveyance of Common Property. The Declarant may convey the Common Property (other than the Common Roads) to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Property and/or Common Roads which are not adverse to the Owners.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualification for Membership: Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

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

(a) Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant, and there shall be one vote for each Lot.

(b) Class B. Class B Member shall be the Declarant who shall be entitled to the number of votes equal to the number of Lots from time to time, subject to the Declaration or which are depicted on a preliminary plan for Additional Property which the Declarant intends to plat as a part of the Property plus one. The total number of votes of the Class B member shall be increased at the time of submission of the preliminary plat to include the number of Lots contained within the Additional Property plus one. The Class B membership shall cease upon the happening of the first of the following events do occur:

- (i) when the Declarant has conveyed one hundred percent (100%) of the Property or Additional Property which it owns;
- (ii) fifteen (15) years from the date of recording this Declaration;
- (iii) when Declarant in its sole discretion, elects to transfer control to the Class A Members.

(c) For the purposes of this Section, a Lot shall be deemed to be a part of the Property at the time at which the Declarant submits a preliminary plat thereof for the approval of St. Johns County, Florida.

Section 3. Approval by Voting. Whenever in this Declaration a proposed action or issue must be approved by a specified percentage of the vote of the Association such approval may be obtained by:

- (a) the specified percentage of Members casting their respective votes to approve such action or issue in person or by proxy at duly noticed and constituted meeting of the Members at which a quorum is present, or
- (b) the specified percentage of Members holding all votes giving the approval by written consent to approve the action or issue.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as set forth in Section 4 of this Article, in Section 13 of this Article and Section 15 of Article VI, or Section 3 or Article IX, such assessments to be established and collected as hereinafter provided. The annual and special assessments, (sometimes jointly referred to herein as "Assessments") together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot

and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall be the joint obligation of the grantor and grantee under a deed, without affecting the grantee's right to recover the grantor's share from the grantor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners and residents of the Property, for the improvement and maintenance of the Common Property, including without limitation the Common Roads, for the operation and administration of the Association, for the establishment of a maintenance, repair and reserve account for the installing and maintaining of street lighting and signage, for payment of taxes and insurance in all Common Property and for such other purposes as are set forth or permitted in this Declaration, the Articles or Bylaws.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment per Lot shall be Six Hundred and Fifty Dollars (\$650.00) per year.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum Annual Assessment for a Lot may be increased each year not more than 10% above the maximum Assessment for the previous year without approval of the majority vote of each class of membership.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment to be levied against each class of Members may be increased by more than ten percent (10%) by a vote of a two-thirds majority of the Association.

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

(d) The Association in determining the Common Expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) majority vote of the Association unless the Special Assessment is required due to the inadequacy of the insurance proceeds to cover the cost of a repair to Common Property (See Article IX, Section 1) wherein no approval shall be required.

Section 5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments, for the purposes set forth in Section 4 above, must be fixed at a uniform rate for all Lots in a class and any increase must be applied uniformly for all classes. In the event that an Owner or his family, guest or invitees specifically damage the Common Property as elsewhere provided. Such Lot may be subjected to a nonuniform Special Assessment for payment of such costs. There shall be no Assessment against the Common Property.

Section 6. Date of Commencement of Annual Assessment: Due Dates. The Annual Assessments shall commence upon substantial completion of the installation of the Common Roads and utilities serving a specified Lot subject to this Declaration. A Lot shall be deemed substantially complete and subject to Assessments when the Common Roads necessary to provide access to a particular Lot have been constructed, utilities for use of Owner are in place and the Owner is able to obtain a building permit therefore. In the event that any Additional Property is annexed to this Declaration, Assessments for the land annexed shall commence at such time as the roads and utilities serving that portion of the Additional Property are installed. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The Annual Assessment may be payable monthly, quarterly or annually and the due date shall be the first day of such payment period unless specifically changed by the Board of Directors.

Section 7. Association Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments for a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest permitted by the law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability from

any assessment thereafter becoming due or from the lien thereof. Any such delinquent Assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against all of the Lots as part of the annual budget.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority or utility company and serving a public use and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida and properties owned by the Association shall be exempt from the Assessment created herein, except no land or improvements which are occupied as a residence shall be exempt from Assessments.

Section 11. Reserves. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property. This reserve fund shall constitute a portion of the annual budget. In addition, the Board of Directors may establish reserve funds from the Annual Assessments to be held in reserve in an interest bearing account for:

- (a) major rehabilitation or major repairs;
- (b) for emergency and other repairs required as a result of storm, fire, mutual disaster or other casualty loss;
- (c) initial cost, if any, new service to be performed by the Association.

Section 12. Declarant Payment. The Declarant, is obligated to pay the Annual Assessment for each Lot it owns which is substantially complete as provided in Section 6 hereof. All Assessments paid by the Declarant during the time the Declarant is a Class B Member shall be placed in the Association's account and shall not be commingled with Declarant's general fund.

Section 13. Assessments for Failure to Maintain. In the event that an Owner fails to maintain his Lot or the improvements thereupon as required herein, the Association shall give written notice specifying such failure to the Owner and if the Owner fails to correct such unperformed maintenance within ten (10) days from the Association's written notice, the Association may perform such maintenance and the cost of such shall constitute a Special Assessment for which a claim of lien may be filed and enforced.

Section 14. Failure to Revise Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of the Owner's obligation to pay any Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget, each Owner shall continue to pay the Assessment as established for the previous year.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. General Provisions. No building, fence, wall or other structure, landscaping or exterior lighting plan or any other type of improvement, other than those erected by the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. Improvements or modifications which are specifically subject to ARB approval include without limitation, painting or alteration of a dwelling (including doors, windows, roof), installation of solar panels or other devices, construction of fountains, swimming pools, Jacuzzis, construction of privacy fences; additions of awnings, shelters, gates, flower boxes, shelves, and statues.

Section 2. Architectural Review Board (“ARB”)

(a) Composition of the ARB.

The architectural review and control functions of the Declarant shall be administered and performed by the ARB, which shall consist of at least three (3) members who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may, in its sole discretion, appoint for so long as it is a Class B Member. Members of the ARB as to whom Declarant may relinquish the right to appoint, and all members of the ARB subsequent to the transfer of control shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Declarant.

(b) Powers and Duties of the ARB.

The ARB shall have the following powers and duties:

(i) To draft Architectural Planning Criteria subsequent to the termination of the Declarant’s control of the ARB. The ARB shall recommend to the Board modifications and/or amendments to the Architectural Planning Criteria. Any

modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria including a verbatim copy of such change or modification, shall be delivered to each member of the Association. However, a receipt of a copy of a modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification. No Board approval shall be required during the time the Declarant has control of the ARB.

(ii) To require submission to the ARB of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any improvement or structure of any kind, including, without limitation, any building, dwelling, fence, wall, sign, site paving grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object exterior lighting scheme or other improvements described in Section 1 (“Proposed Improvement”) the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARB may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria.

(iii) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the ARB by the Declarant, any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Provided, however, during the time the Declarant is a Class B Member determination by the ARB shall be final.

(iv) To evaluate each application for the total effect, including the manner in which the home site is developed. The evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible; therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(v) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications originally approved by the ARB and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARB.

(vi) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARB, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

(vii) The ARB is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

Section 3. Procedure for Approval of Plans. The ARB shall approve or disapprove the preliminary and final applications for a Proposed Improvement within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed disapproved. The applications and plans submitted to the ARB shall meet the following standards:

(a) The preliminary application shall be submitted in duplicate and "sketch" form and shall include:

(i) landscape plan by landscape company showing location, quantity and species of all plants, trees, shrubs and ground cover to be used;

(ii) a suggested layout of home on Lot at one-fourth inch = 20 feet showing proposed drainage plan, location of all decks, pools, patios, driveways and utility routing;

(iii) dimensioned floor plan at one-fourth inch = 1 foot, one section through main living area of house one fourth inch = 1 foot and an indication of materials and colors to be specified for exterior walls, roofs, window trims and exterior trims;

(iv) sketch of improvement showing elevations from all sides of house;

(b) Upon approval of the preliminary application, a final application shall be filed in duplicate and shall include everything shown on preliminary application and actual samples of exterior material with specified paint colors applied to those materials.

Section 4. Architectural Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence containing not less than seventeen hundred (1700) feet of livable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports) for a single story dwelling and 2,000 square feet for a two story building not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no tool or storage room may be constructed separate and apart from the residential dwelling nor can any such structure (s) be constructed prior to construction of the main residential dwelling.

(b) Set Back Restrictions. No part of any structure shall be constructed within twenty-five (25) feet of the front property line, twenty (20) feet from rear line and seven and one-half (7 ½) feet of any side line. A dwelling may be located upon a single platted lot or on a combination of platted lots and in such event the set back lines shall apply to the outermost lot lines. The ARB shall have the right to impose additional set back requirements for all lot lines to preserve line of sight of neighboring properties. The ARB may modify the set back restrictions for an individual lot where in its opinion and sole discretion, such modification is necessary for the preservation of trees or the maintenance of overall aesthetics in the area. A residence may be located wholly within a single Lot or a combination of Lots and in such event the set back restrictions shall apply to the most exterior boundary lines.

(c) Height Limitations. No structure shall exceed thirty-five feet in height.

(d) Exterior Color Plan. The ARB shall have final approval of all exterior colors plans and each Owner must submit to the ARB prior to initial construction and development upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, which shall be consistent with the homes in the surrounding area.

(e) Roofs. Flat roofs shall not be permitted unless approved by the ARB. Minimum pitch of roof will be 5/12. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the ARB.

(f) Elevations. Similar elevations shall not be built directly adjacent or across from each other.

(g) Garages and Automobile Storage. In addition to the requirements stated in Paragraph (a) above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of ten (10) feet in width, and a service door. All overhead doors shall be electrically operated and shall

be kept closed when not in use. No carports will be permitted unless approved by the ARB. The ARB recommends side entry garages. However, where side entry is impractical, the ARB will consider for approval front entry garages. Automobiles shall be stored in garages when not in use. No garage shall be converted to living space unless a garage in compliance with these provisions is constructed in its stead and unless the façade of the enclosed garage is approved by the ARB and a new garage, in compliance with these restrictions, is built. The use of side entry garages is encouraged wherever possible.

(h) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least eighteen (18) feet in width at the entrance to the garage. All driveways must be constructed of an approved material.

(i) Games and Play Structures. All basketball, backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of a corner Lot, within the setback lines. No platforms, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of residence constructed thereon, and any such structure must have prior approval of ARB.

(j) Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Wire or chain link fences are prohibited. If an Owner owns a pet as permitted hereunder, such Owner shall be required either to erect and maintain a fenced enclosure or to construct and maintain another ARB-approved method for keeping and maintaining such permitted pets. Such enclosure shall be of a reasonable design and construction to adequately contain such pets in accordance with the provisions hereof and shall be screened so that the pets are not visible from neighboring property. Any fence, wall, hedge or other similar struction or improvement must be included in the development plan with respect to location, height, and type of material and must be approved by the ARB.

(k) Landscaping. A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the ARB prior to initial construction and development therein. The plan shall call for landscaping improvements, exclusive of sodding and sprinkling systems, requiring a minimum expenditure of \$500.00 by Owner. No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed or maintained on any Lot unless approved by the ARB.

(l) Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

- (i) Composition to be of material thoroughly tested and accepted by the industry for such construction.
- (ii) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of dwelling unless approved by the ARB;
- (iii) No screening of pool areas may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- (iv) Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB;
- (v) Location and construction of tennis or badminton courts must be approved by the ARB;
- (vi) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting;
- (vii) Tennis court lighting shall not be permitted.

If one Owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB.

(m) Garbage and Trash Containers. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the ARB. All Lots shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the ARB or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the ARB thereby, which expenses shall constitute a lien against the Lot enforceable in appropriate court of equity or law.

(n) Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

(o) Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

(p) Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

(q) Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Approval of water to air heat pumps will not be considered unless excess water can be dispelled directly into a storm water drainage structure.

(r) Mailboxes. No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the ARB, shall replace the boxes or receptacles previous employed for such purpose or purposes with wall receptacles attached to dwellings.

(s) Well Limitations. Any wells to be installed and constructed on any portion of the Property shall be approved by the ARB and shall be in strict compliance with any regulations of the applicable utility company, any and all wells that supply water to heating or cooling systems and utilize the Florida Aquifer as a supply source shall be fitted with a demand valve. All free flowing artesian wells developed within Marsh Creek shall have a drainage valve installed and shall be maintained in good working order. If at any time governmental regulations prohibit this type of well throughout the county, the provisions of this section shall be automatically modified to apply such prohibition to future construction.

(t) Lot Size. No Lot which has been improved by the construction of a single family dwelling shall be further subdivided or separated into small lots by any Owner; provided that, this provision shall not prohibit corrective deeds or similar corrective instruments. The Declarant shall have the right to modify the subdivision plats of the Property provided that all Owners of the affected Lots consent to such modification, which consent shall not be unreasonable withheld. The Declarant, without the consent of any Owners, may modify a Lot(s) it owns for the purpose of creating a street or right of way and the restrictions as to use contained herein shall not be applicable to such Lot(s).

(u) Sight Distance at Intersections. No fence, wall, hedge of shrub planting which obstructs sightlines and deviations between two (2) and six (6) feet above the Common Roads shall be placed or permitted to remain on any corner lot within the triangular area formed by the street and property lines and a line connecting them at points twenty five (25) feet from the intersection of street lines. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent construction of such sightlines.

(v) Waiver of Architectural Planning Criteria. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner in the Property; provided, however, the ARB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interest of the Property and the deviation requested is compatible with the character of the Property. A waiver shall be evidenced by an instrument signed and executed by the ARB upon approval by a majority of its members.

ARTICLE VI

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property and Lots shall be in accordance with the following provisions so long as the Property and Lots are subject to this Declaration.

Section 1. Residential Uses. Lots shall be used for residential living units and for no other purpose, an no business or commercial building may be erected on any Lot and no business may be conducted on any part of any Lot.

Section 2. Antennae. No aerial, antenna, satellite receptor dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building on such Lot without the written consent of the ARB and if approved, must be appropriately screened from view of the neighboring Owners and from the street, such screening to be approved by the ARB.

Section 3. Clothing Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street.

Section 4. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance of the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or question.

Section 5. Signs. No signs, greater that 3 square feet, may be place on any Lot, and all signs must be approved by the ARB.

Section 6. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics. Request for approval of installation of any type of solar equipment shall be included in the development plan and must be approved in accordance therewith.

Section 7. Window Coverings. No reflective window coverings or treatments shall be permitted on any building in the Property. The ARB, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards set forth herein.

Section 8. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or “dirt bikes” may be operated off of paved roadways and drives except as specifically approved in writing by the ARB. Without limiting the Association’s right to collect and assess fines in other instances, it is specially acknowledged that Owners may be fined for each violation of this provision by themselves, their families, guest, tenants and invitees. Violations will result in automatic fines of \$25.00 for the first offense, \$50.00 for the second offense and \$100.00 for each subsequent offense.

Section 9. Noise. Exterior noise, and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as not to constitute a nuisance or unreasonable annoyance to neighbors.

Section 10. Pets and Animals. No animals except common domestic household pets, within the ordinary meaning and interpretation of such words, may be kept, maintained or cared for in any Lot or within the Property. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance; and no pets will be allowed on the Property other than on the Lot of the owner of such pets, unless confined to a leash or under voice control. No pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Upon written request of any Owner the ARB may conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the ARB in such matters is conclusive and shall be enforced as other restrictions contained herein. No pet may be maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels for boarding or operation shall be allowed.

Section 11. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 12. Commercial Trucks, Trailers and Boats. No vehicles of any kind including, without limitation, commercial vans, trucks, trailers, boats, recreational.

vehicles or automobiles shall be permitted to park outside of an enclosed garage or unapproved screening; nor shall any of the above be permitted to be stored on blocks or maintained outside of an enclosed garage or approved screening in an inoperable condition. Approval of screening locations and material shall be at the sole discretion of the ARB and shall be determined on a case-by-case bases.

Section 13. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction thereof shall be observed.

Section 14. Additional Use Restrictions. The Board of Directors of the Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) as the Board, in its sole discretion, deems appropriate.

Section 15. Maintenance Required and Failure to Maintain. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. In the event that any Owner fails or refuses to keep his Lot free of weeds, underbrush, refuse piles, debris or other unsightly growth or objects, or to keep the buildings or improvements on his Lot in a good and workmanlike manner, or in a neat and clean appearance, the ARB or the Board may authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry will not be deemed a trespass. During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

ARTICLE VII

RIGHTS OF MORTGAGEES

Section 1. Mortgagee Notice Rights. Upon written request to the Association, identifying the name and address of a Mortgagee, such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of 60 days.

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

(d) Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. Mortgagee Information. The Association shall make available to Owners and Mortgagees current copies of this Declaration, Articles, Bylaws and rules and regulations of the Association, as well as books, records and financial statements of the Association. "Available" means available for inspection, upon written request during normal business hours or under other reasonable circumstances.

ARTICLE VIII

ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right, for as long as it is a Class B Member from time to time and in its sole discretion, to annex to the Property and to include within this Declaration any Additional Property.

Section 2. Association Annexation. The Association may annex Additional Property owned by the Association to the Property with the approval of 2/3 of the votes of the Association.

Section 3. Supplemental Declarations. Any such additions authorized in section 1 or 2 above may be made by filing of record of one or more supplemental declarations. With respect to Additional Property annexed by the Declarant, the supplemental declaration need only be executed by the Declarant; in the case of Additional Property to be annexed by the Association, the supplemental declaration shall be executed by the President of the Association and shall state that such annexation is in accordance with a resolution passed by the Association in accordance with the terms of this Declaration. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes Additional Property which is to become a part of the Properties subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

Section 4. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article, then such Additional Property shall be considered within the definition of Property for all purposes of this Declaration, and each Owner of a Lot therein shall be a Class A Member and shall be

entitled to one (1) vote and the Class B Member shall be entitled to additional votes as provided in Article III.

ARTICLE IX

INSURANCE AND RECONSTRUCTION

Section 1. Damage to Common Property. In the event that any portion of the Common Property is damaged or destroyed by casualty, it shall be repaired or restored by the Association to substantially its condition prior to the damage or destruction.

Repair or reconstruction of the Common Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds and any reserves maintained by the Association for such purpose are insufficient, the deficit shall be assessed against all Owners as a Special Assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

Section 2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored by the Owner. In the event that the damage or destruction renders the improvements uninhabitable or the damage is so substantial that the Owner determines not to rebuild the improvements on the Lot, the Owner shall clear the debris and have the Lot leveled within 60 days from the date of destruction or damage.

Section 3. Damage to Common Property Due to Owner Negligence. In the event that the Common Property is damaged as a result of the willful or negligent acts of the Owner, his tenants, family, guests or invitees, such damage shall be repaired by the Association and the cost thereof shall be a Special Assessment as described in Article IV, Section 4.

Section 4. Insurance. The policy of property insurance shall cover all of the Common Property (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are part of the Common Property.

The policy shall afford, as a minimum, protection against the following:

- (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required, it must be in an amount of 100% of current replacement cost

of the improvement or the maximum coverage under the National Flood Insurance Program.

(b) Losses covered by general liability insurance coverage covering all Common Property in the amount of at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Property and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of the current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be cancelled or substantially modified without at least 10 days' prior written notice to the Association. The Board may obtain such additional insurance as it in its sole discretion deems reasonable, convenient or necessary. In the event that any of the coverage required herein becomes unavailable or prohibitively expensive, the Association may make such changes in coverage as it deems reasonable and prudent provided such coverage is consistent with the then applicable FNMA standards.

ARTICLE X

EASEMENTS

Section 1. Utility Easements. For so long as the Declarant is a Class B member, the Declarant hereby reserves the right to grant perpetual nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of utility and service lines and service systems, public and private. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements. Upon termination of the Declarant's right to grant such easements, the Association shall have the right to grant the easements described herein.

Section 2. Declarant's Easement of Correct Drainage. For so long as the Declarant is a Class B member, Declarant hereby reserves the blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

Section 3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any Lot upon the Common Property or vice-versa caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive

easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching Property to the extent such encroachment.

Section 4. Central Telecommunication Receiving and Distribution System.
The Declarant hereby reserves unto itself, its successors and assigns, an exclusive easement for installing, maintaining and supplying the services of any central telecommunication receiving and distribution system serving the Property. Declarant reserves to itself its successors and assigns, the right to connect to any central telecommunication receiving and distribution system to such source as Declarant may, in its sole discretion, deem appropriate including, without limitation, companies licensed to provide CATV service in St. Johns County, Florida for which service the Declarant, its successors and assigns shall have the right to charge the Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for CATV services to single family residence as from time to time defined by the Code of Laws and Ordinances of St. Johns County, Florida.

Section 5. Easements for Golf Course. Each Lot abutting or contiguous with the golf course to be constructed in connection with the Marsh Creek Country Club is hereby subjected to an easement for the ordinary and usual activities associated with the playing of golf, including without limitation, removal of balls, noise of players and carts, and normal maintenance. All fencing and other improvement abutting the golf course shall be strictly reviewed to assure that such fencing and improvements do not interfere with the playing of golf.

ARTICLE XI

LAKE AND WATER RIGHTS

Section 1. Ownership of Lakes. Certain portions of the Property and/or the Additional Property shall constitute "lakes". The bottom of any such lake subjected to this Declaration may be conveyed to an individual Owner or the Association, who shall be the "Owner" of the lake for the purposes set forth in this Declaration; provided however, the waters, water quality and maintenance of such lake shall be controlled by the Association.

Section 2. Maintenance of Lake Embankments and Lake Bottoms.
Irrespective of the ownership of the lakes, the Association shall maintain and control the water level and quality of the lakes and shall maintain the lake bottom. The Association shall have the power and right as it deems appropriate, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any lakes, as well as to maintain any drainage device and/or water level devices so to insure compliance with applicable governmental regulations as the exist from time to time. The Owner of the land adjacent to the water edge (Adjacent Owner") shall maintain the embankment to the water edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that the grass, planting or other natural support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If the Adjacent Owner

shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the adjacent Owner's property and perform the maintenance at the expense of the Owner, which expense shall be a Special Assessment against the Owner and his Lot as provided in Article IV, Section 4.

Section 3. Improvements on Lake. In the event that Declarant, an entity designated by the Declarant, or the Association shall construct any bridges, docks, or other improvements which may extend over or into the lake or construct any bulkheads or similar improvements to support or enhance the lake, the Association shall maintain any all improvements in good repair and condition. No Owner, except the Declarant, its designee or the Association, shall be permitted to construct any improvement, permanent or temporary, on, over or under any lake without the written consent of the ARB, which consent may be withheld for any reason. Any improvements constructed to serve solely the facilities which constitute the Marsh Creek Country Club shall be maintained by the owners of the Club.

Section 4. Easements. The Owners' use and access to the lakes shall be subject to and limited by the rules and regulations of the Association. If permitted, the use of lakes shall be limited to fishing, boating, and/or recreational use. The Association is hereby granted a non-exclusive easement for ingress and egress over the lakes for the purpose of providing the maintenance required herein and Adjacent Owners are hereby granted a non-exclusive easement over the lake for the purpose of providing any maintenance to the embankment.

Section 5. Lake Use Restrictions and Covenants. In connection with the use of any lake, the following restrictions shall apply:

(a) No motorized or power boats shall be permitted on any lake with the exception of boats used for maintenance thereof.

(b) No bottles, trash, cans or garbage of any kind or description shall be placed in any lake.

(c) No activity shall be permitted on any lake which may become an annoyance or nuisance to the adjacent property and the Owners thereof. The Association's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.

(d) No person or entity, except Declarant or the Association, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other us.

(e) The lake shall not be used in conjunction with any business enterprise or public use whatsoever.

(f) There shall be no fishing permitted from bridges, streets or right of ways. Only Owners shall be permitted to fish in the lakes and only in areas so designated.

(g) The Board shall be entitled to establish, amend, or modify rules and regulations governing the use of the lake as the Board deems necessary or convenient.

Section 6. Indemnification. In connection with the platting of the Property, the Declarant assumed certain obligations of the maintenance of the lakes. The Declarant hereby assigns to the Association and the Association hereby assumes all the obligations of the Declarant under the plat. The Association further agrees that subsequent to the recording of this Declaration, it shall indemnify and hold Declarant harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or other damage arising from or out of occurrence, in, upon, at or from the maintenance of the lake, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees but not including any liability occasioned wholly or in part by the acts of the Declarant, its successors, assigns, agents or invitees.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant for as long as it is a Class B member, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Provided, however, the foregoing shall not be construed to limit the Declarant's rights under Article V to retain Architectural Control of Marsh Creek as provided therein. Failure by the Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a termination thereof is approved by ninety-percent (90%) of the votes of the Association.

Section 4. Amendment. For so long as Declarant retains its Class B Membership, Declarant reserves the right without consent or joinder of any Owner or Mortgagee to (a) amend this Declaration, provided that such amendments shall conform to the general purposes and standards of the covenants and restrictions, herein contained, (b) amend this Declaration for the purpose of curing any ambiguity in or inconsistency

between the provisions herein contained, (c) include in any supplemental declaration or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements herein contained and (d) release any Lot from any part of the covenants and restrictions which have been violated, if Declarant, in its sole judgment determines such violation to be a minor or insubstantial violation. This Declaration may be amended during the first twenty (20) years after recording of this Declaration by an instrument signed by Owners representing no less than ninety percent (90%) of all the votes of the Association, and thereafter by an instrument signed by Owners representing not less than seventy-five percent (75%) of all the votes of the members. Any amendment must be recorded.

Section 5. Multi Family and Commercial Parcels. Notwithstanding anything else to the contrary set forth herein, the Declarant reserves the right to grant non-exclusive easements over the Common Roads for ingress and egress and non-exclusive easements over the Common Property for utilities, water, sewer, cable television, drainage for the benefit of certain parcels of land which may be developed for multi-family or commercial use in accordance with the Planned Unit Development Ordinance governing the Property. Provided, however, in connection with any such grant of easement the Owners, Association or entity benefiting from such grant of easement shall pay a pro-rate share of the cost of maintaining the Property subject to the easement bases upon the relative use thereof by the respective owners or occupants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set its hand and seal this 11 day of July, 1987.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11 day of July, 1986 by George R. Hanlon, Jr., the ___ President of Stokes-O'Steen Communities, Inc., a Florida Corporation and Ronald Janson, individually which constitutes all general partners of Marsh Creek Partnership, a Florida general partnership, on behalf of the partnership.

Notary Public
State of Florida

My commission expires:

EXHIBIT A
TO
MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

All the land contained in the plat of Marsh Creek Unit One, according to plat thereof, recorded in Map Book 20, pages 72-92, of the public records of St. Johns County, Florida.

EXHIBIT B
TO
MARSH CREEK DECLARATION
OF
COVENANTS, CONDITION, RESTRICTION AND EASEMENTS

A portion of Government Lot 7, Section 3, together with a portion of Government Lots 5, 6, 7 and 8, Section 4, together with a portion of Government Lots 1 and 2, Section 9, all lying with in Township 9 South, range 30 east, Anastasia Island, St. Johns County, Florida, being more particularly described as follows: BEGIN at the corner common to said Sections 3,4,9 and 10. Thence North 89 degrees 15 minutes 00 seconds East, along the Southerly line of said Section 3, a distance of 602.07 feet. Thence North 00 degrees 45 minutes 00 seconds West 367.91 feet to an intersection with the arc curve leading Northeasterly. Thence along and around the arc of a curve concave Northwesterly and being a radius of 693.26 feet an arc distance of North 76 degrees 13 minutes 52 seconds East, 77.55 feet to the point o tangency of said curve. Thence North 73 degrees 01 minutes 30 seconds East, 291.17 feet to the point of curvature of a curve leading Southeasterly. Thence along and around the arc of a curve concave Southwesterly and having radius of 25.00 feet and arc distance of 39.87 feet, said arc being subtended by a chord bearing and distance of South 61 degrees 17 minutes 06 seconds East, 35.78 feet to the Southwesterly right of way line of State Road S-3 (a 100 foot right of way as now established) said right of way being in a curve leading Northwesterly. Thence on around the arc of a curve and along said Southwesterly right of way line, said curve being concave Southwesterly and having a radius of 5,679.64 feet and arc distance of 170.77 feet, said arc being subtended by a chord bearing and distance of north 16 degrees 27 minutes 22 seconds West, 170.76 feet to an intersection with the arc of a curve leading Southwesterly. Thence along and around the arc of a curve concave Northwesterly and having the radius of 25.00 feet an arc distance of 39.42 feet, said arc being subtended by a chord bearing and distance of South 27 degrees 51 minutes 14 seconds West 35.46 feet to the point of tangency of said curve. Thence South 73 degrees 01 minutes 30 seconds West 324.91 feet. Thence North 25 degrees 17 minutes 53 seconds, 917.68 feet to the North line of said Government Lot 7, Section 3. Thence South 89 degrees 18 minutes 45 seconds West along last said line, 236.12 feet to the Easterly line of said Government Lot 6, Section 4. Thence North 00 degrees 56 minutes 00 seconds West along last said line, 1,326.85 feet. Thence South 89 degrees 04 minutes 00 seconds West along the Northerly line of said Government Lot 6, Section 4, a distance o 300.00 feet. Thence South 65 degrees 53 minutes 12 seconds West, 680/47 feet to an intersection with the arc of a curve leading Southeasterly. Thence along around the arc of a curve concave southwesterly and having a radius of 399.19 feet, an arc distance of 161.09 feet, said arc being subtended by a chord bearing and distance of south 12 degrees 33 minutes 12

seconds East, 160.00 feet to the point of tangency of said curve. Thence South 00 degrees 59 minutes, 34 degrees East, 44.42 feet. Thence South 89 degrees 00 minutes 26 seconds west, 198 feet more or less to the mean high water line of the marshes of the Matanzas River. Thence Southeasterly, Southwesterly, Northwesterly and Northeasterly along said mean high water line and the meanderings thereof 14,000 feet more or less to an intersection with a line bearing south 00 degrees 45 minutes 00 seconds East from the POINT OF BEGINNING. Thence North 00 degrees 45 minutes 00 seconds West along the line dividing said Sections 9 and 10, a distance of 1,800 feet more or less to the POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF Section 10, Township B South, Range 30 East, St. Johns County, Florida, being more particularly describe as follows: Commence at the Northwest corner of said Section 10: thence South 00 degrees 45 minutes 00 seconds East, along the Westerly line of said Section 10, a distance of 1313.64 feet to an intersection with the Westerly prolongation of the Southerly line of Sunset Park, as shown on map recorded in Map Book 8, pages 71 and 72 of the public records of said County and the point of beginning' thence continue South 00 degrees 45 minutes 00 seconds East, along last said line, 557.25 feet to an intersection with the Southwesterly line of Government Lot 3, Section 10, Township 8 South, Range 30 East; thence South 12 degrees 32 minutes 25 seconds East, along last said line 370 feet, more or less, Northeasterly, Northerly, Easterly and Northwesterly along said centerline of creed, 1120 feet, more or less to intersection with the aforesaid Southerly line of Sunset Park, said line bearing North 89 degrees 15 minutes 17 seconds East, 340 feet more or less, from the point of beginning: thence South 89 degrees 15 minutes 17 seconds West, 340 feet, more or less to the point of beginning.

TOGETHER WITH: That particular island lying within aforesaid Government Lots 5 and 6, Section 4 and lying Westerly of aforesaid described land.

CONSENT OF OWNER

JANSON-PACETTI DEVELOPMENT CORPORATION, INC.

("Corporation") is the owner of portions of the land described in Exhibit A ("Property") of the Marsh Creek Declaration of Covenants, Conditions, Restrictions, and Easements dated July 11, 1987. As the owner of the Property, the Corporation hereby joins in and consents to the Marsh Creek Declaration of Covenants, Conditions, Restrictions, and Easements and subjects all the land owned by the Corporation to the covenants, conditions, restrictions, and easements set forth in the foregoing described Declaration.

IN WITNESS WHEREOF, the Corporation hereto set its hand and seal on this 10th Day of August, 1987.

JANSON-PACETTI DEVELOPMENT CORPORATION, INC.

By: _____
Its _____ President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of August, 1987 by Ronald D. Janson, President of Janson-Pacetti Development Corporation, Inc., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida
My commission

INDEX OF SUPPLEMENTS AND AMENDMENTS

S9 5555

SUPPLEMENTAL MARSH CREEK
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS SUPPLEMENTAL DECLARATION is made this 1st day of March, 1989, by MARSH CREEK PARTNERSHIP, a Florida general partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant, subjected certain land owned by it in St. Johns County, Florida, commonly referred to as Marsh Creek Unit One, according to plat thereof recorded in Map Book 20, pages 72-92 of the public records of St. Johns County ("Unit One") to that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 of the public records of St. Johns County, Florida ("Declaration").

WHEREAS, Declarant is the owner of certain land lying adjacent and/or contiguous with Unit One which land is commonly referred to as Marsh Creek Unit One – Phase II, according to plat thereof recorded in Map Book 22, pages 102-103 ("Unit One – Phase II") and Marsh Creek Unit Two, according to plat thereof recorded in Map Book 22, pages 104-113, both in the public records of St. Johns County, Florida ("Unit Two").

WHEREAS, Declarant desires to develop Unit One – Phase II and Unit Two as a part of the Marsh Creek Community.

WHEREAS, pursuant to the terms of Article VIII of the Declaration, Declarant has the right to annex property defined as Additional Property under the Declaration to the terms and conditions of the Declaration.

WHEREAS, the land within Unit One – Phase II and Unit Two is included in the legal description of the Additional Property described in Exhibit B of the Declaration.

WHEREAS, pursuant to the provisions of Article XII, Section 4 (c), the Declarant has the right to include in any supplemental declaration, any additional covenants, restrictions and easements applicable to the Property subject to the Declaration.

WHEREAS, certain lots within Unit Two are intended to be developed as "Patio Homes" and accordingly the Declarant desires to subject the Patio Home Lots, as such

term is hereinafter defined, to certain additional covenants, restrictions and easements applying only such lots.

NOW, THEREFORE, Declarant hereby declares that the Property more fully described as all the land contained within

MARSH CREEK UNIT ONE – PHASE II, according to plat thereof recorded in Map Book 22, pages 102-103 of the public records of St. Johns County, Florida; and

MARSH CREEK UNIT TWO, according to plat thereof recorded in Map Book 22, pages 104-113 of the public records of St. Johns County, Florida.

Shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as well as in this Supplemental Declaration which are the purpose of protecting the value and desirability of and which shall run with the land contained in Unit One – Phase II and Unit Two and shall be binding upon all parties having any right, title or interest in Unit One – Phase II and Unit Two or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner Thereof. The land contained in Unit One – Phase II and Unit Two constitute a part of the Additional Property as such term is defined in the Declaration and the intent of this Declaration is that Unit One – Phase II and Unit Two shall be held, transferred and conveyed in the same manner as if it had been part of the Declaration when it was recorded.

1. Section 15 is hereby added to Article I of the Declaration as follows:

Section 15. “Patio Home Lots” shall mean and refer to Lots 38-73 of Unit Two which shall be developed subject to certain specific restrictions hereinafter set forth.

2. All Owners of Lots in Unit One – Phase II and Unit Two shall be Class A members of the Association upon conveyance of the Lot, each Lot shall have associated with it one vote in Association matters.

3. It is hereby acknowledge that in addition to the Annual and Special Assessments set forth in Article IV, the Owners of the Patio Home Lot shall pay to the Association each month a “Maintenance Assessment.” The Association shall cause the front and rear yards of the Patio Home Lots to be maintained, including mowing, fertilizing and edging the lawns, trimming and fertilizing of shrubbery and other landscaping material. The cost of these services shall be paid monthly by the Owners of the Patio Home Lots and shall constitute the Maintenance Assessment.

Accordingly, Section 15 is hereby added to Article IV as follows:

Section 15. Maintenance Assessment.

The Declarant hereby covenants, for each Patio Home Lot owned by it within the Property, hereby, covenants and each Owner of any Patio Home Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, the Maintenance Agreement.

The Maintenance Assessment shall be computed by based upon the cost of providing mowing, fertilizing and edging of lawns, trimming and fertilizing shrubbery and other landscaping materials for the Patio Home Lots, together with an administrative fee not to exceed ten percent (10%) of the cost. Each Owner of a Patio Home Lot shall be obligated to pay an equal share of the total cost on a monthly basis. The Maintenance Assessment shall commence upon the Owner obtaining a certificate of occupancy for the dwelling to be constructed upon the Lot or one (1) year after conveyance of the Patio Home Lot to the Owner whichever first occurs.

Any Maintenance Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest permitted by law. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner of a Patio Home Lot may waive or otherwise escape liability for the Maintenance Assessment by abandonment of his Lot.

The lien of the Maintenance Assessment provided for herein shall be subordinate to the lien of any mortgage held by a Mortgagee. However, the sale or transfer of any Patio Home Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of the Maintenance Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Patio Home Lot from any Maintenance Assessment thereafter becoming due or from the lien thereof.

4. All construction on Lots in Unit One – Phase II and Unit Two shall be subject to review and approval by the ARB. Accordingly, without limiting any other provision of the Declaration, all Owners of Lots and Patio Home Lots in Unit One – Phase II and Unit Two are hereby required to submit plans in the manner detailed in Sections 1-3 of Article V of the Declaration.

The Architectural Planning Criteria set forth in Section 4 of Article V shall remain in full force and effect with respect to the Lots in Unit One – Phase II and Lots 1-3, 74-79 inclusive of Unit Two, except that said set back line as described in subparagraph (b) shall be eight (8) feet from the side boundary of Lots abutting other Lots and twenty (20) feet from Lots abutting streets.

The Architectural Planning Criteria set forth in Section 4 of Article V shall remain in full force and effect with respect to the Patio Home Lots except that the side set back line as described in subparagraph (b) shall be a combined side separation between exterior structural walls of ten (10) feet and a minimum or a six (6) foot separation between roof overhangs allowing for dwellings to be constructed on a zero lot line basis.

With respect to subsection (k), Owners of Patio Home Lots shall also submit basic landscaping plans in compliance therewith. In addition, Owners of Patio Home Lots are encouraged but not required to install sprinkler systems.

The Architectural Planning Criteria set forth in the Declaration as modified herein may be supplemented and additional requirements and specifications may be developed and promulgated by the ARB for both single family dwelling Lots and Patio Home Lots.

5. Article X is hereby amended to add the following:

Section 6. Patio Home Lot Easements. In connection with the construction of a dwelling on each Patio Home Lot, each Patio Home Lot is hereby subjected to an easement for encroachment of not more than eighteen (18) inches by the eaves and other similar projections of patio home dwellings on the adjacent Patio Home Lot. Each Patio Home Lot is hereby subjected to an easement for encroachment created by construction, settling and overhangs.

The Owner of each Patio Home Lot hereby grants to the Owner of the adjacent Patio Home Lot benefited by the encroachment a perpetual non-exclusive easement for all appurtenant air rights, drainage rights and right of access for maintenance as may be necessary and convenient to repair, restore and maintain the portion of the Patio Home Dwelling encroaching upon the Lot. Provided, however, the Owner of the benefited Patio Home Lot shall exercise such rights so as to minimize any disturbance to the burdened Patio Home lot and in the event that the exercise of any of the rights contained herein results in any damage to the burdened Patio Home Lot or improvements, thereon, the Patio Home Lot Owner exercising his right shall repair or restore the damage at his cost and expense.

In the event that a Patio Home Lot dwelling is partially or totally destroyed, then rebuilt, the Owners of the Patio Home Lot upon which there was an encroachment, agree that the encroachment as previously existing by the adjacent Patio Home Dwelling shall be permitted and a valid easement therefore and for the maintenance thereof shall exist.

6. Article X Section 5 is hereby amended in its entirety to read as follows:

Section 5. Easement for Golf Course. Each Lot abutting or contiguous with the golf course to be constructed in connection with the Marsh Creek Country Club is hereby subjected to an easement for the ordinary and usual activities associated with the playing of golf, including without limitation, removal of balls, noise of players and carts and normal maintenance including without limitation removal of underbrush, mowing and trimming of plants and landscaping. All fencing and other improvements, abutting the golf course shall be shortly received to assure that such fencing or improvements do not interfere with the playing of golf.

7. Section 6 is hereby added to Article X.

Section 6. Declarants Reserved Rights re: Additional Drainage. The Declarant hereby reserves the right to obtain permits for and utilize the retention pond located adjacent to the fifteenth (15th) green for storage effluent from the Anastasia Sanitary District waste water facilities. At such time as Declarant deems it necessary and/or convenient, Registrant shall, at its cost and expenses, construct the retention pond as provided in the applicable permit and the retention pond shall thereafter be used, operated and maintained as provided in the permit.

8. Except as modified and supplemented herein all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Declarant sets its hand and seal on the date first above written.

Witnesses:

MARSH CREEK PARTNERSHIP

By: The Stokes Fidelity Group

By: Stokes Properties, Ltd.

By: Stokes O’Steen Communities, Inc.

By: _____

It’s Vice President (Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

Personally appeared before me the undersigned authority _____, The Vice President of Stokes-O’Steen Communities, Inc., a Florida corporation, managing general partner of Stokes Properties, Ltd., a Florida aging general partner of Stokes Properties, Ltd., a Florida limited partnership, general partner of The Stokes Fidelity Group, a Florida joint venture, operating general partner of MARSH CREEK PARTNERSHIP, a Florida general partnership, on behalf of Marsh Creek Partnership.

Witnesseth my hand and seal this 1st day of March 1989.

PREPARED BY/RETRUN TO
GALLAGHER, BAUMER
2000 INDEPENDENT SQUARE
JACKSONVILLE, FL 32201

Notary Public State of Florida

CONSENT OF MORTGAGEE

Undersigned is the holder of that certain Mortgage and Security Agreement recorded in Official Record Volume 807, page 1461 in the public records of St. Johns County, Florida, and certain other instruments assuring payment of certain notes executed by Marsh Creek Partnership in favor of the undersigned ("Loan Documents"). The undersigned hereby consents to the recording of this Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements dated March 1, 1989, recorded in Official Records Book 813 page 500 of the public records of St. Johns County, Florida, and subordinates the lien of the Loan Documents to this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of this 8th day of March, 1989.

FIDELITY BANK, NATIONAL
ASSOCIATION

BY: _____
Real Estate Loan Officer

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

Before me, personally appeared the undersigned authority this 8th day of March, 1989 Samuel E. Griffiths the Real estate loan officer of the Fidelity Bank National Association, on behalf of the Association.

Notary Public, State of

My Commission expires:

O.R. 845

SUPPLEMENTAL MARSH CREEK
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of December, 1989, by MARSH CREEK PARTNERSHIP, a Florida general partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has subjected certain land owned by it in St. Johns County, Florida, commonly referred to as Marsh Creek Unit One, according to plat thereof recorded in Map Book 20, pages 72-92 of the public records of St. Johns County, Florida ("Unit One") to that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 as supplemented by Supplemental of Marsh Creek Declaration of Covenants, Conditions, Restriction and Easements recorded in Official Records Book 813, page 500, both recorded in the public records of St. Johns County, Florida (jointly referred to herein as "Declaration").

WHEREAS, Declarant is the owner of certain land lying adjacent and/or contiguous with Unit One which land is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof which property is included within the land described in the Declaration as "Additional Property" ("Additional Property").

WHEREAS, pursuant to the terms of Article VIII of the Declaration, Declarant has the right to annex property defined as Additional Property under the Declaration to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property more fully described on the attached Exhibit A known as Additional Property shall be held, sold and conveyed subject to the Easements, restrictions, covenants and conditions set forth in the Declaration which are the purpose of protecting the value and desirability of and which shall run with the land contained in the attached Exhibit A known as Additional Property and shall be binding upon all parties having any right, title or interest in such Additional Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The land contained in said Additional Property constitute a part of the Additional Property as such term is defined in the Declaration and the intent of the Declaration is that said Additional Property shall be held, transferred and conveyed in the same manner as if it had been part of the Declaration when it was recorded.

IN WITNESS WHEREOF, the Declarant sets its hand and seal on the date first above written.

Witnesses:

MARSH CREEK PARTNERSHIP

By: The Stokes Fidelity Group

By: Stokes Properties, Ltd.

By: Stokes O'Steen Communities, Inc.

By: _____

It's Vice President (Corporate Seal)

STATE OF
COUNTY OF

This instrument was acknowledge before me this 3rd day of December, 1989 by Gregory J. Barbour, Vice President of Stokes-O'Steen Communities, Inc., a Florida corporation, managing general partner of Stokes Properties, Ltd., a Florida limited partnership, general partner of The Stokes Fidelity Group, a Florida joint venture, operating general partner of MARSH CREEK PARTNERSHIP, a Florida general partnership, on behalf of Marsh Creek Partnership.

Notary Public State of Florida

O.R. 849

SUPPLEMENTAL MARSH CREEK
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS SUPPLEMENTAL DECLARATION is made this 15 day of March, 1990, by MARSH CREEK PARTNERSHIP, a Florida general partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

A. Declarant has subjected certain land owned by it to the Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 as supplemented in Supplemental Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 813, page 500, and Official Records Book 845, page 1597 all recorded in the public records of St. Johns County, Florida (jointly referred to herein as "Declaration").

B. On even date, Declarant will convey certain land to Marsh Creek Investors, Ltd. which land is more fully described in Exhibit A attached hereto and made a part hereof and which will be platted as Marsh Creek Unit Three and which is referred to herein as Unit Three Land.

C. Pursuant to the provisions of Article VIII of the Declaration, Declarant has the right to annex property defined as "Additional Property" under the Declaration to the terms and conditions of the Declaration.

D. The Unit Three Land is included within the legal description of Additional Property as defined in the Declaration.

E. Pursuant to the terms of Article XII, Section 4, the Declarant may include in any supplemental declaration or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions, and easements contained in the Declaration.

F. Declarant desires to amend the Declaration to provide for a greater minimum square footage for dwellings constructed on the Unit Three Land.

NOW THEREFORE, Declarant hereby declares that the Unit Three Land shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as amended herein which are for the purpose of protecting the value and desirability of and which shall run with the Unit Three Land which shall be binding upon all parties having any right, title or interest in the Unit Three Land, their successors, assigns and mortgagees, and shall inure to the benefit of each Owner thereof. The Unit Three Land constitutes a part of the Additional Property as such term is defined in the Declaration and the intent of this Supplemental Declaration is that the Unit Three

Land shall be held, transferred, conveyed and occupied in the same manner as if it had been part of the Declaration when it was recorded, the Owners(s) of the Unit Three Land shall have the same rights as all Owners subject to the Declaration including without limitation, the easements over the Common Roads.

Fourth section 4(a) of Article V is hereby modified to add the following sentence

“.....Notwithstanding the foregoing all dwellings whether one or two story constructed on lots in Unit Three Land shall contain no less than two thousand square feet (2000) of livable screen porches, patio, terraces garages or carports).

Except as modified and supplemental herein all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on the date first above written.

Signed, sealed and delivered
In the presence of:

MARSH CREEK PARTNERSHIP
By: The Stokes Fidelity Group
By: Stokes Properties, Ltd.
By: Stokes O’Steen Communities, Inc.

By: _____
It’s Vice President (Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing instrument was acknowledged before me this 15 day of March, 1990 by Gregory J. Barbour, Vice President of Stokes-O’Steen Communities, Inc., a Florida corporation, general partner of Stokes Properties, Ltd., a Florida limited partnership, general partner of The Stokes Fidelity Group, managing general partner of MARSH CREEK PARTNERSHIP, a Florida limited partnership, on behalf of Marsh Creek Partnership.

Notary Public State of Florida

A portion of section 4, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of Lot 8. Marsh Creek Unit Two as recorded in Map Book 22, Pages 104 through 113, inclusive of the Public Records of said County; thence South 06°45'15" East, 54.52 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Westerly having a radius of 249.83 feet, an arc distance of 158.18 feet, said arc being subtended by a chord bearing and distance of South 11°23'06" West, 155.55 feet; thence South 61°09'15" East, 250 feet, more or less, to the approximate Mean High Water Line of the Marshes of the Matanzas River and Reference Point "A"; thence return to aforesaid POINT OF BEGINNING; thence South 71°37'52" West along the Southerly line of Tract C as shown on the Plat of said Marsh Creek Unit Two, a distance of 61.25; thence South 06°45'15" East, 42.19 feet to the point of curvature of a curve leading Southwesterly; thence Southeasterly along and around the arc of a curve concave Westerly, having a radius of 189.83 feet, an arc distance of 176.14 feet, said arc being subtended by a chord bearing and distance of South 19°49'45" West, 169.89 feet to the point of tangency of said curve; thence South 46°24'44" West along said tangent, a distance of 33.09 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 384.07 feet, an arc distance 73.97 feet, said arc being subtended by a chord bearing and distance of South 51°55'48" West, 73.86 feet to the point of compound curvature of a curve continuing Southwesterly; thence continuing Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 201.19 feet, an arc distance of 25.98 feet, said arc being subtended by a chord bearing and distance of South 61°08'51" West, 25.96 feet; thence North 86°56'14" West, 527.22 feet; thence South 31°07'09" West, 491.08 feet to an intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 624.99 feet, an arc distance of 26.32 feet, said arc being subtended by a chord bearing and distance of South 75°33'28" West, 26.32 feet to the point of compound curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve concave Northerly, having a radius of 120.73 feet, an arc distance of 180.74 feet, said arc being subtended by a chord bearing and distance of North 60°20'58" West, 164.33 feet to the point of tangency of said curve; thence North 17°27'48" West along said tangent line, a distance of 34.67 feet; thence North 15°10'27" East, 429.23 feet; thence North 23°09'37" West, 251.30 feet; thence South 67°09'01" West, 259.17 feet; thence North 26°03'25" West, 169.11 feet to the point of curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve concave Southwesterly, having a radius of 267.07 feet, an arc distance of 107.84 feet, said arc being subtended by a chord bearing and distance of North 32°37'27" West, 107.10 feet; thence North 33°16'42" East, 57.30 feet; thence North 56°43'18" West 35.00 feet; thence South 33°16'42" West 185.00 feet, to an intersection with the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve, concave Southwesterly, having a radius of 207.07 feet on an arc distance of 110.82 feet, said arc being subtended by chord bearing and distance of South 41°23'22" East, 109.51 feet; thence South 26°03'25" East, 166.64 feet; thence

South $65^{\circ}24'05''$ West 149 feet, more or less, to the aforesaid Mean High Water Line of the Marshes of the Matanzas River approximately 3130 feet, more or less, to the aforementioned Reference Point A, and to close.

Containing 18.1 acres, more or less, in area.

O.R. 867

SUPPLEMENTAL MARSH CREEK
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS SUPPLEMENTAL DECLARATION is made this 2 day of August, 1990, by MARSH CREEK PARTNERSHIP, a Florida general partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant has subjected certain land owned by it to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 as supplement by Supplemental Declaration of Covenants, Conditions, Restrictions and Easements recorded in official Records Book 813, page 500 and Official Records Book 845, page 1597 all in the public records of St. Johns County, Florida (jointly referred to herein as "Declaration").

WHEREAS, Declarant is the owner of two parcels more fully described on Exhibit A attached hereto and made a part hereof and which are herein referred to as Unit Two – Phase II and Unit Four.

WHEREAS, pursuant to the terms of Article VIII of the Declaration, Declarant has the right to annex property defined as Additional Property under the Declaration to the terms and conditions of the Declaration.

WHEREAS, the land within Unit Two – Phase II and Unit Four are included in the legal description of the Additional Property described in Exhibit B of the Declaration.

WHEREAS, so long as the Declarant is a Class B Member of the Association, the Declarant has the right to amend the Declaration to cure any ambiguity and to include any additional covenants, restrictions and easements applicable to the Property.

WHEREAS, in connection with obtaining permits for the Unit Four Land, the St. Johns River Water Management District has required certain clarifications of the provisions in this Declaration which govern the handling of stormwater within all of the Property.

WHEREAS, Declarant desires to annex the land contained within Unit Two – Phase II and Unit Four to the Declaration, to include certain additional covenants to clarify certain provisions in the Declaration and to modify the Declaration to comply with the requirements of the St. Johns River Water Management District.

NOW, THEREFORE, in consideration of the premises the Declarant hereby declare that the two parcels of land more fully described in Exhibit A attached hereto and made a part hereof and referred to herein as "Unit Two – Phase II" and Unit Four" shall

be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions set forth in the Declaration as well as in this Supplemental Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Unit Two - Phase II and Unit Four Land or any part thereof and which shall be binding upon the Owners thereof, their successors and assigns and shall inure to the benefit of each Owner thereof and his successors and assigns. The land contained in Unit Two – Phase II and Unit Four constitute a part of the Additional Property as such term is defined in the Declaration and the intent of this Declaration is that Unit Two - Phase II and Unit Four Land shall be held, transferred, conveyed and occupied in the same manner as if it had been a part of the Property described in the Declaration when it was recorded.

1. Section 15 of Article I of the Declaration is hereby amended to read in its entirety as follows:

Section 15. “Patio Homes Lots” shall mean and refer to Lots 38 through 73 of Unit Two and all the lots to be created upon the recording of a plat of the Unit Two – Phase II and Unit Four Land.

2. The following definition is hereby added to Article I:

Section 16. “Stormwater Management System” shall mean and refer to the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or release water to prevent or reduce flooding, over drainage, environmental degradation and water pollutant or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 Florida Administrative Code.

3. All Owners of Lots in Unit Two – Phase II and Unit Four shall be Class A members of the Association. Upon conveyance of the Lot, each Lot shall have associated with it one vote in Association matters.

4. Without limitation, if any of the other provisions of the Declaration, as Owners of Patio Home Lots, the Owners of lots in Unit Two – Phase II and Unit Four shall be subject to a “Maintenance Assessment” as described in Section 15 of Article IV of the Declaration and the Patio Home Lot Easements in Section 6 of Article X of the Declaration.

5. The following provision is hereby added to Section 2, Article IV.

“. . . In addition to the foregoing the Association shall include a sum adequate to maintain, operate and repair of the Stormwater Management System including, but not limited to, work within the lakes, retention areas, drainage structures and drainage easements.

6. All the Architectural Planning Criteria set forth in Section 4 of Article V shall be in full force and effect with respect to the Lots in Unit Two – Phase II and Unit Four except that the side set back line as described in Section (b) of Section 4 of Article V shall be a combined side separation between exterior structural walls of ten (10) feet and a minimum of a six (6) foot separation between roof overhangs, thus allowing for the Dwelling to be constructed on a zero lot line basis.

7. The following section is hereby added to Article X:

Section 7. Conservation Easement. Upon the recording of the plat of Unit Four, conservation easement is hereby created over Lots 30 and 31 of Unit Four. The use of the portions of Lots 30 and 31 lying waterward of the wetland limit line (“Restricted Land”) delineated on the plat submitted to the St. Johns River Water Management District (“SJRWMD”) shall be restricted as follows:

a) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.

b) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

c) No tree, shrubs or other vegetation on the Restricted Land may be removed or destroyed.

d) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

e) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly their natural condition.

f) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

g) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

The foregoing conservation easement and restrictions are covenants running with the Restricted Land and are binding upon the Owners of the Restricted Land, their successors and assigns.

Notwithstanding any other provisions hereof, the terms of this Section 7 shall not be amended or modified without the written consent of SJRWMD. Further, in addition to

the provisions of Section 1 of Article XII, this Section 7 may be enforced by SJRWMD, its successors and assigns.

8. Section 2 of Article XI is hereby amended to read in its entirety as follows:

Section 2. Maintenance of Lake Embankments, Lake Bottoms and Stormwater Management System. Irrespective of the ownership of the lakes, the Association shall maintain and control the water level and quality of the lakes and lake bottoms. The Association shall also be responsible for the maintenance, operation and repair of the Stormwater Management System.

The Association shall operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District Permit NO. 4-109-0060AMS and such other permits as may be issued by St. Johns River Water Management District in connection with the development of the Property or Additional Property and the requirements and applicable District rules, and, without limiting any other obligations of the Association, shall assist in the enforcement of the restrictions and covenants contained in this Article.

The foregoing maintenance responsibility of the Association shall mean that the Association shall undertake the exercise of such practices, which allow the lakes and Stormwater Drainage System to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repairs or reconstruction of the lake or Stormwater Management System shall be as permitted or if modified, as approved by the St. Johns River Water Management District.

The Association shall have the power and right as it deems appropriate to control and eradicate plants, fowl, reptiles, animals, fish, fungi in and on any lakes for the Stormwater Drainage System as well as to maintain any drainage device and/or water level devices so as to insure compliance with the applicable government regulations and permit issued by the St. Johns River Water Management District as it may be amended.

The owner of the land adjacent to the water edge of any lake (Adjacent Owner") shall maintain the embankment to the water edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that grass, planting or other natural support of the embankment shall exist in a clean, safe manner so as to prevent erosion. If the adjacent owner shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter upon the Adjacent Owner's property and perform the maintenance at the expense of the Owner, which shall constitute a Special Assessment against the Owner and his Lot as provided in IV Section 4.

8. Section 7 is hereby added to Article XI.

Section 7. Amendment. Any amendment to this Declaration which alters the obligations of the Association with respect to the maintenance and operation of the lakes and Stormwater Management System beyond the obligations as set forth herein shall be approved by the St. Johns River Water Management District prior to taking effect.

9. Section 4 of Article XI is hereby modified to read as follows:

Section 4. Easements. The lakes constitute a part of the drainage system for the Property accordingly as provided in Section 2 of Article X, an easement for stormwater drainage retention detention and storage is reserved over and across the lakes. No Owner may take any action or fail to take any action which interferes with the proper drainage of stormwater through the lakes.

The Owners' use and access to the lakes shall be subject to and limited by the rules and regulations of the Association. If permitted, the use of lakes shall be limited to fishing, boating and/or recreational use. The Association is hereby granted a non-exclusive easement for ingress and egress over the lakes for the purpose of providing the maintenance required herein and the Adjacent Owners are hereby granted a non-exclusive easement over the lake for the purpose of providing any maintenance to the embankment.

10. Section 8 is hereby added Article XI.

Section 8. Enforcement. In addition to the rights set forth in Section 1 of Article XII of the Declaration, the St. Johns River Water Management District shall have the right to enforce, by a proceeding contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System and lakes.

11. Except as modified herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of the date first above written.

Signed, sealed and delivered
In the presence of:

MARSH CREEK PARTNERSHIP
By: The Stokes Fidelity Group
By: Stokes Properties, Ltd.
By: Stokes O’Steen Communities, Inc.

By: _____
It’s Vice President (Corporate Seal)

BY: F.M. SOUTHEAST, INC.
BY: _____
It’s President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of August, 1990 by Gregory J. Barbour, the Vice President of Stokes-O’Steen Communities, Inc., a Florida corporation, managing general partner of Stokes Properties, Ltd., a Florida limited partnership, joint venturer of the Stokes Fidelity Group, a Florida joint venture, general partner of Marsh Creek Partnership, a Florida general partnership, on behalf of Marsh Creek Partnership.

Notary Public

My Commission expires:

STATE OF GEORGIA
COUNTY OF COMB

The foregoing instrument was acknowledged before me this ____ day of August, 1990 by _____ the ____ {resident of F.M. Southeast, Inc., a Florida corporation, joint venturer of the Stokes Fidelity Group, a Florida joint venture, general partner of Marsh Creek Partnership, a Florida general partnership, on behalf of Marsh Creek Partnership.

Notary Public

My Commission expires:

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being the holder of that certain mortgage recorded in Official Records Book 861, page 665 of the public records of St. Johns County, Florida and the secured party under that certain Financing Statement recorded in Official Records Book 861, page 679 of the public records of St. Johns County, Florida, hereby consents to the recording of this Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions, and Easements (Unit Two – Phase II/Unit Four) and further hereby joins in the terms and conditions of the Declaration and agrees that the land shall be held, conveyed, transferred and occupied subject to the terms thereof.

In witness whereof, the undersigned sets their hands and seals this the 10th day of August, 1990.

Signed, sealed and delivered
In the presence of:

Sun Bank/North Florida
National Association

By: _____
Its Vice President
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of August, 1990 by Robert Alexander, the vice President of Sun Bank/North Florida, National Association, a national banking association, on behalf of the association.

Notary Public

My commission expires 1998

MARSH CREEK UNIT FOUR

CAPTION:

A parcel of land being a portion of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida said parcel being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast one-quarter of the Southwest one-quarter of said Section 33; thence North $01^{\circ}06'29''$ West, along the East line of said Northeast quarter of the southwest of Section 33, 321.23 feet POINT OF BEGINNING: Thence South $65^{\circ}05'44''$ West, 89.40 feet; thence North $84^{\circ}00'59''$ West 177.63 feet; thence Southwesterly along and around the arc of a curve concave Southeasterly, having a radius of 353.25 feet, an arc distance of 28.60 feet, said arc being subtended by a chord bearing and distance of South $02^{\circ}48'14''$ West, 28.59 feet to the point of tendency of said curve; thence South $00^{\circ}29'06''$ West, 42.48 feet to the point of curvature of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Northeasterly, having a radius of 741.92 feet, an arc distance of 24.30 feet said arc being subtended by a chord bearing and distance of South $02^{\circ}47'23''$ East, 84.76 feet to a point of compound curvature with a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Southwesterly having a radius of 750.00 feet, an arc distance of 88.03 feet, said arc being subtended by a chord bearing and distance of South $02^{\circ}52'39''$ East, 87.98 feet to the point of tangency of said curve; thence South $00^{\circ}29'06''$ West, 38.53 feet to the point of curvature of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Northeasterly, having a radius of 25.00 feet, an arc distance of 39.83 feet, said arc being subtended by a chord bearing and distance of South $45^{\circ}09'31''$ East, 35.75 feet to an intersection with the Northerly right-of-way line of Marshside Drive (a 60 foot private road right-of way) as shown the Plat of Marsh Creek Unit Two, as recorded in Map Book 22, Pages 104 through 113 inclusively of the Public Records of said St. Johns County, Florida; thence run the following two courses and distances along the last said line: COURSE NO. 1: South $89^{\circ}11'52''$ West, 103.17 feet to the point of curvature of a curve leading Southwesterly; COURSE NO. 2: Thence Southwesterly along and around the arc of a curve concave Southeasterly, having a radius of 397.91 feet, an arc distance of 25.31 feet, said arc being subtended by a chord bearing and distance of South $87^{\circ}22'33''$ West, 25.30 feet; thence Northeasterly along and around the arc of a curve concave Northwesterly; having a radius of 25.00 feet, an arc distance of 10.47 feet, said arc being subtended by a chord bearing and distance of North $73^{\circ}33'04''$ East, 10.40 feet to an intersection with the South line of the Northeast one-quarter of the Southwest one-quarter (also being the North line of the Southeast one-quarter of the Southwest one-quarter); thence South $89^{\circ}11'52''$ West, along the last said line 91.02 feet; thence North $83^{\circ}25'21''$ West, 135.19 feet; thence South $88^{\circ}14'13''$ West, 281.91 feet; thence South $86^{\circ}08'43''$ West, 233.15 feet; thence North $59^{\circ}42'40''$ East, 111.91 feet; thence North $18^{\circ}21'58''$ West, 97.29 feet; thence North $28^{\circ}31'24''$ East 252.17 feet; thence North $79^{\circ}18'18''$ East, 101.31 feet; thence North $72^{\circ}10'52''$ East, 287.28 feet; thence South $12^{\circ}20'36''$ East, 156.17 feet; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 1066.28 feet, an arc distance of 66.95, said arc being subtended by a chord

bearing and distance of North 76°21'34" East, 66.93 feet to the point of tangency of said curve; thence North 78°09'29" East 87.29 feet; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 85.49 feet, an arc distance of 11.71 feet, said arc being subtended by a chord bearing and distance of North 80°07'11" East, 11.70 feet to the point of reverse curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of curve concave Northwesterly, having a radius of 25.00 feet, an arc distance of 30.09 feet, said arc being subtended by a chord bearing and distance of North 47°35'49" East, 28.31 feet to the point of reverse curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 25.00 feet, an arc distance of 30.09 feet, said arc being subtended by a chord bearing and distance of North 16°31'46" East, 49.29 feet; North 68°26'42" West, 151.27 feet; thence North 34°53'42" East, 148.03 feet; thence North 09°13'42" East, 138.86 feet; thence North 86°04'26" East, 143.09 feet; thence Northwesterly along and around the arc of a curve concave Southwesterly having a radius of 202.13 feet, an arc distance of 27.16, said arc being subtended by a chord bearing and distance of North 29°00'3" West, 27.14 feet; to the point of tangency of said curve; thence North 32°51'11" West, 41.50 feet to the point of curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve concave Southwesterly having a radius of 141.66 feet, an arc distance of 114.42 feet said arc being subtended by a chord bearing and distance of North 55°59'35" West, 111.34 feet; thence North 00°52'59" West, 354.21 feet to an intersection with a line, 60 feet perpendicular to the North line of the Northeast one-quarter of the Southwest one-quarter of said Section 33; thence North 83°07'01" East, parallel with said North line of the Northeast one-quarter of the Southwest one-quarter a distance of 392.28 feet; thence South 01°06'29" East, 77.09 feet; thence South 15°50'53" West, 165.61 feet: thence South 00°25'44" East, 215.72 feet; thence South 07°12'58" East, 138.62 feet; thence South 14°03'49" West, 192.62 feet; thence South 01°59'29" West, 75.53 feet to an intersection with said East line of the Northeast one-quarter of the Southwest one-quarter of said Section 33; thence South 01°06'29" East, along last said line, a distance of 87.44 feet to the POINT OF BEGINNING.

Containing 14-04 acres, more or less in area

FIRST AMENDMENT
TO
MARSH CREEK
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS

THIS AMENDMENT is made this 17th day of October, 1990 by MARSH CREEK PARTNERSHIP, A Florida general partnership (“Declarant”).

- A. Declarant subjected certain land owned by it to the Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, which was supplemented by Supplemental Declaration of Covenants, page 500, Official Records Book 845, page 597 and Official Records Book 849, page 1352 all recorded in the public records of St. Johns County, Florida and referred to herein as “Declaration”. All capitalized terms used herein shall mean and refer to the definitions set forth in Article I of the Declaration.
- B. Pursuant to Section 4, Article XII of the Declaration, the Declarant is authorized to amend the Declaration for so long as the Declarant retains its Class B Membership, provided that such amendments shall conform to the general purposes and standards of the covenants and restrictions.
- C. At the time of recording this Declaration, the Declarant is the Class B member of the Marsh Creek Owners Association, Inc. (“Association”).
- D. In order to develop the Property, the Developer has obtained or will obtain certain permits issued by the St. Johns River Water Management District (“SJRWMD”).
- E. As a condition of granting the permits, SJRWMD has required that certain provisions be set forth in the Declaration and the Declarant has determined that such amendments conforms to the general purposes and standards of the covenants and restrictions.

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

1. The following Section 15 is hereby added to Article I of the Declaration.

Section 15. “Surface Water or Stormwater Management Systems” shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods, to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 F.A.C.

2. Section 2 of Article VI is hereby amended to read in its entirety as follows:

Section 2. Purpose of assessments. The Assessments levied by the Association shall be used to promote the use of the Property for the improvement and maintenance of the Common Property, including without limitation, the Common Roads, for the operation and administration of the Association, for the maintenance operation and repair of the Surface Water or Stormwater Management System, including but not limited to work within the retention areas, drainage and drainage easements for the establishment of a maintenance, repair and reserve account for the installing and maintaining of street lighting and signage, for payment of taxes and insurance on all Common Property and for such other purposes as are set forth or permitted in this Declaration, the Articles or Bylaws.

3. Section 7 is hereby added to Article XI as follows:

Section 7. Maintenance of Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation, management and repair of the Surface Water or Stormwater Management System in the manner consistent with SJRWMD Permit No. 4-109-0060AMG. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage convenience or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or stormwater Management System shall be permitted, or if modified, as approved by SJRWMD.

4. Section 1 of Article XII is hereby amended to add this additional sentence:

“. . . In addition to the foregoing rights, SJRWMD 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 Surface Water or stormwater Management System.”

5. Section 4 of Article XII is hereby amended to add this sentence:

“. . . Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property must have the prior approval of the SJRWMD.

6. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set its hand and seal as of the date first above written.

Signed, sealed and delivered
In the presence of:
PARTNERSHIP

MARSH CREEK

By: The Stokes Fidelity Group
By: Stokes Properties, Ltd.
By: Stokes-O'Steen
Communities, Inc.

By:_____

Its Vice President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 17th day of October, 1990 by Gregory J. Barbour, the Vice President of Stokes-O'Steen Communities, Inc., a Florida corporation, managing general partner of Stokes Properties, Ltd., a Florida limited partnership, operating venturer of the Stokes Fidelity Group, general partner of Marsh Creek Partnership, a Florida general partnership, on behalf of Marsh Creek Partnership.

Leona L. McLerd
Notary Public

My commission expires:
Dec. 15, 1991

O.R. 938

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MARSH CREEK UNIT SIX**

THIS SUPPLEMENTAL DECLARATION is made this 5th day of April, 1992, by **MARSH CREEK PARTNERSHIP**, A Florida general partnership hereinafter referred to as "Declarant").

RECITALS:

A. Declarant subjected certain lands that were owned by it to the terms and conditions of the Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 of the public records of St. Johns County, Florida, which Declaration was supplemented by Supplemental Declarations recorded in Official Records Book 813, page 500, Official Records Book 845, page 1597, Official Records Book 849, page 1352, Official Records Book 867, page 1791 and amended in First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements, re-recorded in Official Records Book 873, page 1212, all of the foregoing being recorded in the public records of St. Johns County, Florida and are jointly referred to herein as "Declaration."

B. Pursuant to the provisions of Article VIII of the Declaration, the Declarant, for so long as it is a Class B Member of the Marsh Creek Owners' Association, Inc., may annex certain parcels of land included within the Additional Property and subject such land to terms and conditions of the Declaration.

C. On the date of executing this Agreement, Declarant is the Class B Member of the Association.

D. Declarant has caused certain land owned by it, which is located within the legal description of the Additional Property as set forth in Exhibit "B" of the Declaration, to be subjected to a plat known as Marsh Creek Unit Six, according to plat thereof recorded in Map Book 25, pages 96, 97 and 98 of the public records of St. Johns County, Florida ("Unit Six Land").

E. Declarant desires to annex the Unit Six Land as a part of the Property and to subject it to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. All statements set forth in the "Recitals" are true and correct.
2. The Unit Six Land is hereby subjected to the terms and conditions of the Declaration and shall be held, sold, conveyed and occupied subject to the easements,

conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Property subject to the Declaration and which shall run with the Unit Six Land and shall be binding upon all parties having any right, title or interest in the Unit Six Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety, as follows:

Section 15. "Patio Home Lots" shall mean and refer to Lots 38 through 78 of Unit Two and all the lots contained within Unit Two – Phase II, Unit Four and Unit Six Land.

4. The Owners of all Lots in the Unit Six Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

5. The Lots in the Unit Six Land shall be deemed for all purposes to be "Patio Home Lots" and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.

6. All the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two – Phase II, Unit Four and Unit Six, except the side set back line as described in Section 4(b) of Article V shall be a combined side separation between exterior structural walls of ten feet (10') and a minimum of six feet (6') separation between roof overhangs, thus allowing for the dwelling to be constructed on a zero lot line basis.

7. Except as supplemented herein all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seal on the date first above written.

Signed, sealed and delivered
In the presence of:

MARSH CREEK PARTNERSHIP, by
and through its managing
general partner

By PARC Group Communities
By FM Southeast, Inc.

Susan E. Henricks

By: _____
Donald L. Goetz
It's President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 15th day of April, 1992, by Donald L. Goetz, President of FM Southeast, Inc., a Florida corporation, operating venturer of PARC Group Communities, a Florida joint venture, general partner of Marsh Creek Partnership, a Florida general partnership on behalf of Marsh Creek Partnership. He is personally known to me or who has produced _____ as identification and did not take an oath.

Notary Public

(Print or type name)

My Commission Expires: 5-8-93

Serial Number:

CONSENT OF MORTGAGEE

The undersigned is the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 861, page 665 as modified by Receipt for Future Advance and Note and Mortgage Modification, Consolidation and Extension Agreement recorded in Official Records Book 912, page 461, both in the public records of St. Johns County, Florida and certain other instruments securing payment of certain notes (collectively, the "Loan Documents"), executed by Marsh Creek Partnership in favor of the undersigned. The undersigned hereby consents to the recording of this Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements dated April 15, 1992, and subordinates the lien of the Loan Documents to this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned set its hand and seal on this 27th day of April, 1992.

Signed, sealed and delivered
In the presence of:

SUN BANK/NORTH FLORIDA
NATIONAL ASSOCIATION

By: _____
It's President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day of April by Robert W. Alexander, Vice President of Sun Bank/North Florida National Association, a national banking association, on behalf of the association. He/she is personally known to me or who has produced a driver's license as identification and did not take an oath.

Roxanne Sitzer
Notary Public, State of Florida

My Commission Expires:

Serial Number: CC079730

O.R. 969

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MARSH CREEK UNIT FIVE**

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of November, 1992, by **MARSH CREEK PARTNERSHIP**, a Florida general partnership (hereinafter referred to as “Declarant”).

RECITALS:

A. Declarant subjected certain lands that were owned by it to the terms and conditions of the Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 of the public records of St. Johns County, Florida, which Declaration was supplemented by Supplemental Declarations recorded in Official Records Book 813, page 500, Official Records Book 845, page 1597, Official Records Book 849, page 1352, Official Records Book 867, page 1791, and Official Records Book 938, page 1651, and amended in First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Official Records Book 873, page 1212, all of the foregoing being recorded in the public records of St. Johns County, Florida and are jointly referred to herein as “Declaration.”

B. Pursuant to the provision of Article VIII of the Declaration, the Declarant, for so long as it is a Class B Member of the Marsh Creek Owners’ Association, Inc., may annex certain parcels of land included within the Additional Property and subject such land to terms and conditions of the Declaration.

C On the date of executing this Agreement, Declarant is the Class B Member of the Association.

D. Declarant has caused certain land owned by it, which is located within the legal description of the Additional Property as set forth in Exhibit “B” of the Declaration, to be subjected to a plat known as **Marsh Creek Unit Five**, according to plat thereof recorded in Map Book 26, pages 44,45,46,47 and 48 of the public records of St. Johns County, Florida (“Unit Five Land”).

E. Declarant desires to annex the Unit Five Land as a part of the Property and to subject it to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. All statements set forth in the “Recitals” are true and correct.

2. The Unit Five Land is hereby subjected to the terms and conditions of the Declaration and shall be held, sold, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Property subject to the Declaration and which shall run with the Unit Five Land and shall be binding upon all parties having any right, title or interest in the Unit Five Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. The Owners of all Lots in the Unit Five Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

4. Without limiting the provisions thereof, Declarant hereby declares that the Lots in the Unit Five Land will be developed with berms along or across the boundaries of such lots. The berms are a part of the Surface Water or Stormwater Management System. No Owner of a Lot within the Unit Five Land shall remove or alter such berms and each Owner shall, at its cost and expense, maintain the berm in its original condition.

5. Except as supplemented herein all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seal on the date first above written.

Signed, sealed and delivered
in the presence of:

MARSH CREEK PARTNERSHIP, by
and through its managing
general partner

By: PARC Group Communities
BY FM Southeast, Inc.

By: _____
Donald L. Goetz
It's President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

The foregoing instrument was acknowledged before me the 6th day of November, 1992, by Donald L. Goetz, President of FM Southeast, Inc., a Florida corporation, operating venturer of PARC Group Communities, a Florida joint venture, general partner of Marsh Creek Partnership, a Florida general partnership on behalf of Marsh Creek Partnership. He is personally known to me or who has produced _____ as identification and did not take an oath.

Notary Public

CONSENT OF MORTGAGEE

The undersigned is the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 861, page 665 as modified by Receipt for Future Advance and Note and Mortgage Modification, Consolidation and Extension Agreement recorded in Official Records Book 9122, page 461, both in the public records of St. Johns County, Florida and certain other instruments securing payment of certain notes (collectively, the "Loan Documents"), executed by Marsh Creek Partnership in favor of the undersigned. The undersigned hereby consents to the recording of Restrictions and Easements dated November, 1992, and subordinates the lien of the Loan Documents to this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this 6th day of November, 1992.

Signed, sealed and delivered
in the presence of:

SUN/NORTH FLORIDA
NATIONAL ASSOCIATION

Francis D. Riggs_____

By:_____

Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me the 6th day of November, 1992, Vice President of the Sun Bank/North Florida National Association, a national banking association, on behalf of the association. He/She is personally known to me or who has produced _____ identification and did not take an oath.

Francis D. Riggs

Notary Public, State of Florida

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MARSH CREEK UNIT SEVEN**

THIS SUPPLEMENTAL DECLARATION is made this 26th day of January, 1993, by MARSH CREEK PARTNERSHIP, a Florida general partnership (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant subjected certain lands that were owned by it to the terms and conditions of the Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 of the public records of St. Johns County, Florida, which Declaration was supplemented by Supplemental Declarations recorded in Official Records Book 813, page 500, Official Records Book 845, page 1597, Official Records Book 849, page 1352, Official Records Book 867, page 1791, Official Records Book 938, page 1651, under Clerk's No. 92-036992 and amended in First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Official Records Book 873, page 1212, all of the foregoing being recorded in the public records of St. Johns County, Florida and are jointly referred to herein as "Declaration."

B. Pursuant to the provisions of Article VIII of the Declaration, the Declarant, for so long as it is a Class B Member of the Marsh Creek Owners' Association, Inc. may annex certain parcels of land included within the Additional Property and subject such land to terms and conditions of the Declaration.

C. On the date of executing this Agreement, Declarant is the Class B Member of the Association.

D. Declarant has caused certain land owned by it, which is located within the legal description of the Additional Property as set forth in Exhibit "B" of the Declaration, to be subjected to a plat known as **Marsh Creek Unit Seven**, according to plat thereof recorded in Map Book 26, pages 49, 50, 51, 52 of the public records of St. Johns County, Florida ("Unit Seven Land").

E. Declarant desires to annex the Unit Seven Land as a part of the Property and to subject it to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. All statements set forth in the "Recitals" are true and correct.
2. The Unit Seven Land is hereby subjected to the terms and conditions of the Declaration and shall be held, sold, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of

protecting the value and desirability of the Unit Seven Land and all Property subject to the Declaration and which shall run with the Unit Seven Land and shall be binding upon all parties having any right, title or interest in the Unit Seven Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety, as follows:

Section 15. "Patio Home Lots" shall mean and refer to Lots 38 through 78 of Unit Two and all the lots contained within Unit Two – Phase II, Unit Four, Unit Six and Unit Seven Land.

4. The Owners of all Lots in the Unit Seven Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

5. The Lots in the Unit Seven Land shall be deemed for all purposes to be "Patio Home Lots" and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.

6. All the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two – Phase II, Unit Four, Unit Six and Unit Seven, except the side set back line as described in Section 4(b) of Article V shall be a combined side separation between exterior structural walls of ten feet (10') and a minimum of six feet (6') separation between roof overhangs, thus allowing for the dwelling to be constructed on a zero lot line basis.

7. Except as supplemented herein all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seal on the date first above written.

Signed, sealed and delivered
In the presence of:

MARSH CREEK PARTNERSHIP, by
and through its managing
general partner

By PARC Group Communities
By FM Southeast, Inc.

By: _____
Deborah J. Dillon
It's President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 10th day of February, 1993, by Deborah J. Dillon, President of FM Southeast, Inc., a Florida corporation, operating venturer of PARC Group Communities, a Florida joint venture, general partner of Marsh Creek Partnership, a Florida general partnership on behalf of Marsh Creek Partnership. He is personally known to me or who has produced _____ as identification and did not take an oath.

Notary Public
Wendy Middleton Toner
(Print or type name)

My Commission Expires: 5-8-93
Serial Number:

CONSENT OF MORTGAGEE

The undersigned is the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 861, page 665 as modified by Receipt for Future Advance and Note and Mortgage Modification, Consolidation and Extension Agreement recorded in Official Records Book 912, page 461, both in the public records of St. Johns County, Florida and certain other instruments securing payment of certain notes (collectively, the "Loan Documents"), executed by Marsh Creek Partnership in favor of the undersigned. The undersigned hereby consents to the recording of this Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements dated January 26, 1993, and subordinates the lien of the Loan Documents to this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned set its hand and seal on this 18th day of February, 1993.

Signed, sealed and delivered
In the presence of:

SUN BANK/NORTH FLORIDA
NATIONAL ASSOCIATION

Frances D. Riggs
Barbara J. Ruby

By: Robert W. Alexander
Its Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of February by Robert W. Alexander, Vice President of Sun Bank/North Florida National Association, a national banking association, on behalf of the association. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

Frances D. Riggs
Notary Public, State of Florida

My Commission Expires:
Serial Number: CC 751635

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS AND
ASSIGNMENT AND ASSUMPTION OF
DECLARANTS RIGHTS**

(Unit Nine Land)

THIS INSTRUMENT is made this 8th day of November, 1994 by **MARSH CREEK PARTNERSHIP**, a Florida joint venture (“Partnership”) and **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“**MCDC**”).

RECITALS

A. Partnership is the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 813, page 500, as further supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions that certain Supplemental Marsh Creek Declaration of Covenants, Conditions Restrictions and Easements recorded in Official Records Book 938, page 1651, and as amended in that First Amendment to Marsh Creek Declaration of Covenants, Restrictions and Easements recorded in Official Records Book 873, page 1212, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions Restrictions and Easements recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions Restrictions and Easements recorded in Official Records Book 981, page 1057, all in the public records of St. Johns County, Florida (collectively referred to herein as “Declaration”).

B. MCDC is the owner of a parcel of land which is adjacent and contiguous with the Property (as defined in the Declaration) which is to be developed as part of the Marsh Creek Community, which parcel of land is more fully described as **MARSH CREEK UNIT NINE**, according to plat thereof recorded in Map Book 28, pages 74-79 of the public records of St. Johns County, Florida (“Unit Nine Land”).

C. Pursuant to the provisions of Article VIII, Section 1 of the Declaration, Partnership, as Declarant, shall have the right, so long as it is a Class B Member of the

Association, to annex to the Property and to subject to the Declaration any Additional Property.

- D. The Partnership is a Class B Member of the Association.
- E. The Unit Nine Land is part of the Additional Property.
- F. Partnership, with the consent of MCDC, desire to annex the Unit Nine Land in accordance with terms and conditions set forth herein and in the Declaration.
- G. Pursuant to the provisions of Article I, Section 8 of the Declaration, the Declarant may assign rights as Declarant to the owner of undeveloped lots, provided that such assignee assumes the obligations of Declarant.
- H. Partnership desires to assign and MCDC has agreed to accept and assume the rights, powers, obligations and duties of Declarant under the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All provisions of the Recitals are true and correct.
2. The Unit Nine Land is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Unit Nine Land and all Property subject to the Declaration and which shall run with the Unit Nine Land and shall be binding upon all parties having any right, title or interest in the Unit Nine Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of Owner thereof.
3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety, as follows:

“Section 15. ‘Patio Home Lots’ shall mean and refer to Lots 38 through 78 of Unit Two and all the lots contained within Unit Two and all the lots contained within Unit Two – Phase II, Unit Four, Unit Six, Unit Seven and Unit Nine Land.”
4. The owners of all lots in the Unit Nine Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

5. The Lots in Unit Nine Land shall be deemed for all purposes to be “Patio Home Lots” and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.

6. All of the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two – Phase II, Unit Four, Unit Six, Unit Seven and Unit Nine, except the side set back line as described in Section 4(b) of Article V shall be a combined side separation between exterior structural walls of ten feet (10’) and a minimum of six feet (6’) separation between roof overhands, thus allowing for the dwelling to be constructed on a zero lot line basis.)

7. Partnership hereby assigns, conveys, sets over and transfers unto MCDC, its successors and assigns all its right, title and interest as Declarant under the Declaration and MCDC hereby assumes and agrees to perform all duties of Declarant thereunder.

8. Except as supplemented and modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN THE WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, sealed and delivered
In the presence of:
Partner

Print Name Kristi Cragun

Print Name Tara N. Ayer

MARSH CREEK PARTNERSHIP
By and through its Managing General
Partner
PARC group Communities
By and Through its Operating Venturer
FM Southeast, Inc.

By: _____
Print Name Roger O'Steen
It's President

(Corporate Seal)

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name Lynn M. Bujanowski

Print Name Tara N. Ayer

By: _____
Print Name Roger O'Steen
Its President

(Corporate Seal)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 8th day of Nov.,
1994, by
Arthur W. Mullin, the Vice-President of FM Southeast, Inc., a
Florida corporation, operating venturer of PARC Group Communities, a Florida joint venture,
managing general partner of Marsh Creek Partnership, a Florida joint venture, on be half of
the joint venture, who is personally know to me and who
Produced _____ as identification.

Owens

Notary Public, State of Florida
Lauren

Print Name
My commission expires:
My commission no.:

STATE OF FLORIDA

COUNTY OF DUVAL

The forgoing instrument was acknowledged before me this 4th day of Oct, 1994, by Roger M. O'Steen, the President of Marsh Creek Development Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me and who produced _____ as Identification.

Notary Public, State of

Lauren Owens

Print Name

My commission expires:

My commission no.:

JAX-98117

**CONSENT AND JOINDER
TO
SUPPLEMENTAL MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS AND
ASSIGNMENT AND ASSUMPTION OF
DECLARANT'S RIGHTS**

(Unit Nine Land)

The undersigned is the holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1072, page 966, and is the Secured Party under that certain UCC-1 Financing Statement recorded in Official Records Book 1072, page 986, and that certain Collateral Assignment of Leases, Rents and Profits recorded in Official Records Book 1072, page 982, all in the public records of St. Johns County, Florida, all of the foregoing encumber the lands described in the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarants Rights (Unit Nine Land) recorded on Official Records Book 1095, page 348 of the public records of St. Johns County, Florida ("Supplemental Declaration"), and hereby joins in and consents to the recording of Supplemental Declaration, made by Marsh Creek Partnership and Marsh Creek Development Corporation.

IN THE WITNESS THEREOF, the undersigned set its hand and seal on this 14th day of February, 1995.

Signed, sealed and delivered
in the presence of:

Print Name: Amy V. Ahr

SEAL)
Print Name: Shannon R. Kento

BARNETT BANK OF THE ST. JOHNS

By: _____
Print Name Sam Willet

(CORPORATE

Whose address is:
2155 Old Moultrie Rd.
St. Augustine, Florida

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 14th day of February, 1995, by Sam Willett, Vice-President of Barnett Bank of the St. Johns, a state banking corporation organized and existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Print Name: Amy V. Ahr
Notary Public, State of Florida
My Commissions Expires:
Commission No.:

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

(Unit Eight Land)

THIS SUPPLEMENTAL DECLARATION is made this 12th day of April, 1995, by **MARSH CREEK DEVELOPMENT CORPORATION**, A Florida corporation (hereinafter referred to as “Declarant”), joined in and consented to by **MARSH CREEK COMMERCIAL PARTNERSHIP**, A Florida general partnership (hereinafter referred to as “Owner”).

R E C I T A L S

A. Marsh Creek Partnership subjected certain lands that were owned by it to the terms and conditions of the Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756 of the public records of St. Johns County, Florida, which Declaration was supplemented by Supplemental Declarations recorded in Official Records Book 813, page 500, Official Records Book 845, page 1597, Official Records Book 849, page 1352, Official Records Book 867, page 1791, Official Records Book 938, page 1651, Official Records Book 969, page 1201 and amended in First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Official Records Book 873, page 1212, all of the foregoing being recorded in the public records of St. Johns County, Florida and are jointly referred to herein as “Declaration”.

B. Pursuant to that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easement and Assignment and Assumption of Declarant’s Rights (Unit Nine Lands) recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its right, title and interest as Declarant under Declaration to Marsh Creek Development Corporation.

C. Pursuant to the provisions of Article VIII of the Declaration, the Declarant, for so long as it is a Class B Member of the Marsh Creek Owners Association, Inc. (“Association”), may annex certain parcels of land included within the Additional Property and subject such land to terms and conditions of the Declaration

D. Owner is the fee simple title holder of all the land within which is subject to the plat known as Marsh Creek Unit Eight, according to plat thereof recorded in Map Book 28, pages 102 – 105 of the public records of St. Johns County, Florida, except for Lot 1 Marsh Creek Unit Eight, which is owned by Declarant (which lands are collectively

referred to herein as (“Unit Eight Land”). All the land contained in the Unit Eight Land is a part of the Additional Property as defined in the Declaration.

E. Declarant, joined by Owner, desire to annex the Unit Eight Land as a part of the Property and to subject it to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. All statements set forth in the “Recital s” are true and correct.

2. The Unit Eight Land is hereby subjected to the terms and conditions of the Declaration and shall be held, sold, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration, as amended herein, which are for the purpose of protecting the value and desirability of the Unit Eight Land and all Property subject to the Declaration and which shall run with the Unit Eight Land and shall be binding upon all parties having any right, title or interest in the Unit Eight Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. The Owners of all Lots in the Unit Eight Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

4. Except as supplemented herein all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hands and seal on the date first above written.

Signed, sealed and delivered **MARSH CREEK DEVELOPEMNT CORPORATION** in the presence of:

(Print or type name)

By: _____
Roger M. O’Steen
It’s President

(COPRORATE SEAL)

(Print or type name)

Whose Address is
9250 Baymeadows Road, Suite 200
Jacksonville, Florida 32256

MARSH CREEK COMMERCIAL PARTNERSHIP
By and through its managing general partner

PARC Group Communities
By FM Southeast, Inc.

(Print or type name)

By: _____
Arthur W. Mullin

(Print or type name)

[CORPORATE SEAL]

Whose Address is
250 King of Prussia
Radnor, Pennsylvania 19087

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me the 12 day of April, 1995, by Roger M. O'Steen, President of Marsh Creek Development, a Florida Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification.

Notary Public

(Print or type name)
My Commission Expires:
My Commission Number:

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 4th day of April, 1995, by Arthur E. Mullin, President of FM Southeast, Inc., a Florida corporation, operating venturer of PARC Group Communities, a Florida joint venture, general partner of Marsh Creek Commercial Partnership, a Florida general partnership on

behalf of Marsh Creek Partnership. He is personally known to me or who has produced
_____ as identification.

Notary Public

(Print or type name)

My Commission Expires:

My Commission Number:

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

(Unit Ten Land)

THIS INSTRUMENT is made this 13th day of February, 1996 by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 813, page 500, as further supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 849, page 1352 that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, conditions, Restrictions and Easements Marsh Creek recorded in Official Records Book 938, page 1651, and as amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Restrictions and Easements Marsh Creek recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek recorded in Official Records Book 981, page 1057, all in the public records of St. Johns County, Florida.

B. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights to Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to herein as “Declaration”).

C. Declarant is the owner of certain lands more fully described on Exhibit A attached hereto and made a part thereof, which shall be subjected to a plat known as **Marsh Creek Unit Ten** (“Unit Ten Land”).

D. Pursuant to the provisions of Article VIII, Section 1, of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to annex to the Property and to subject to the Declaration any Additional Property.

- E. The Declarant is the Class B Member of the Association.
- F. The Unit Ten Land is part of the Additional Property.
- G. Declarant desires to annex the Unit Ten Land in accordance with the terms and conditions set forth herein and in the Declaration.

NOW, THEREFORE, in consideration of the premises and other goods and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All provisions of the Recitals are true and correct.
2. The Unit Ten Land is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability the Unit Ten Land and all Property subject to the Declaration and which shall run with the Unit Ten Land and shall be binding upon all parties having any right, title or interest in the Unit Ten Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.
3. The Owners of all Lots in the Unit Ten Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.
4. The following provision is hereby added to Article XI, as Section 8:

“Section Eight. Treatment Berms. In accordance with the St. Johns River Water Management District Permit applicable to the development of the Unit Ten Land, prior to the completion of construction of a single family dwelling on Lots 1 through 17 and 20 through 24 of the Unit Ten Land, a six inch (6”) high detention berm is required to be constructed along the rear of Lots (“Treatment Berms”), which Treatment Berms are a part of the Stormwater Management System. The Owner is responsible to assure that the Treatment Berms are properly constructed and are maintain as required by the Permits. No Owner shall be permitted to remove or reconfigure such Treatment Berm and in the event that an Owner removes or reconfigures the Treatment Berm and any legal action is brought against the Declarant or the Association for any such violation of the Permit, then, without limiting any other remedy set forth herein, the Owner shall indemnify and hold the Association and Developer harmless from all costs, expenses, liabilities arising from or in connection with such violation of the Permits”.
5. Except as supplemented and modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

MARSH CREEK DEVELOPMENT CORPORATION

By:

Print Name Gregory J Barbour

Print Name Roger M O'Steen
Its President

Print Name: Linda Connor Kane

(Corporate Seal)

[Notarial Seal]

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The following instrument was acknowledged before me this 13th day of February, 1996, by Roger M. O'Steen, the President of Marsh Creek Development Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me and who produced _____ as identification.

Notary Public, State of

Print Name
My Commission Expires:
My Commission no.:

[Notarial Seal]

Map Showing

A Boundary Survey

A portion of Government Lot 5, Section 32, Township 7 South, Range 30 East, St. Johns County, Florida, and being more particularly described as follows:

COMMENCE AT THE southeast corner of said Section 32; thence North $01^{\circ}19'55''$ West, along the Easterly line of said Section 32, a distance of 50.00 feet to the POINT OF BEGINNING; thence continue north $01^{\circ}19'55''$ West, along last said line, a distance of 1292.41 feet; thence South $81^{\circ}40'42''$ West, 124.19 feet, to the arc of a curve to the Southeast; thence along and around the arc of said curve, concave Southwesterly, having a radius of 1923.61 feet, an arc distance of 43.76 feet, said arc being subtended by chord bearing and distance of South $10^{\circ}53'16''$ East, 43.75 feet, to the point of compound curvature of a curve to the Southwest; thence along and around the arc of said curve, concave Northwesterly, having a radius of 25.00 feet, an arc distance of 41.68 feet, said arc being subtended by a chord bearing distance of South $37^{\circ}31'52''$ West, 37.02 feet, to the point of compound curvature of a curve to the Northwest; thence along and around arc of said curve, concave Northeasterly, having a radius of 455.00 feet, an arc distance of 577.67 feet; said arc being subtended by a chord bearing and distance of North $58^{\circ}19'48''$ West, 539.65 feet, to the point of compound curvature of a curve to the Northwest; thence along and around the arc of said curve, concave Easterly, having a radius of 25.00 feet, an arc distance of 12.86 feet, said arc being subtended by a chord bearing and distance of North $07^{\circ}13'06''$ West, 12.72 feet; thence South $89^{\circ}53'07''$ East, 11.84 feet; thence north $13^{\circ}28'32''$ East, 94.88 feet; thence North $30^{\circ}56'56''$ West, 77.27 feet; thence North $08^{\circ}23'06''$ West, 90.10 feet; thence North $90^{\circ}00'00''$ West, 135.69 feet; thence North $87^{\circ}43'25''$ West, 71.94 feet; thence North $83^{\circ}33.10$ West, 33.91 feet; thence South $63^{\circ}46'50''$ West, 406.39 feet, to the Westerly line of said Government Lot 5; thence South $37^{\circ}39'39''$ East, along last said line, 149.93 feet; thence South $01^{\circ}22'47''$ East, along said Westerly line of Government Lot 5, a distance of 1468.00 feet to the Northerly line of a 100 foot St. Johns County right-a-way; thence

North 89°17'53" East, along last said line, 1126.00 feet, to the POINT OF BEGINNING.

A portion of the southwest ¼ of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida, and being more particularly described as follows:

BEGIN AT THE southwesterly corner of said Section 33; thence North 01°19'55" West, along the Westerly line of said Section 33, a distance of 1342.41 feet; thence North 31°40'42" East, 78.78 feet, to the Westerly boundary of Marsh Creek Unit Nine, as recorded in Map Book 28, Pages 74 through 79, inclusive, of the Public Records of said County; thence Southeasterly, along last said line, run the following two (2) courses and distances: COURSE NO. 1: South 08°54'17" East, 279.57 feet; COURSE NO. 2: South 73°33'13" East 161.40 feet; thence South 45°30'48" East, 5.56 feet; thence South 25°56'10" East, 49.50 feet; thence South 05°09'54" East, 27.08 feet; thence South 27°25'34" East, 34.52 feet; thence South 17°40'14" East, 45.07 feet; thence South 59°20'19" East, 19.14 feet; thence North 57°36'01" East, 19.42 feet; thence South 32°22'23" East, 34.36 feet, thence South 00°11'19" West 18.91 feet; thence South 32°51'04" West, 25.76 feet; thence South 18°18'38" East, 37.35 feet; thence South 71°32'27" East, 34.10 feet; thence South 39°53'31" East, 68.11 feet; thence South 34°15'53" West, 45.31 feet; thence South 31°24' 03" West, 23.52 feet; thence South 3°29' 35" East, 30.90 feet; thence South 58°43' 19" East, 24.36 feet; thence South 30°53' 14" East, 61.40 feet; thence South 15°08'40" East, 59.36 feet; thence South 13°53'45" East, 48.39 feet; thence South 26°38' 47" East, 72.03 feet; thence South 21°06' 24" East, 72.79 feet; thence South 14° 22'00" West, 57.46 feet; thence South 39°35'47" East, 54.01 feet; thence South 24°34' 25" West, 46.57 feet; thence South 40°49' 30" West, 38.76 feet; thence South 58°50' 31" West, 13.93 feet; thence North 78° 04'16" West, 23.12 feet; thence North 19°57' 23" West, 29.78 feet; thence North 35°25' 25" West, 35.13 feet; thence North 82° 24' 41" West, 12.36 feet; thence South 06°41' 19" East, 252.12 feet, to the Southerly line of said Section 33; thence South 39° 17' 53" West, along last said line, 457.37 feet to the POINT OF BEGINNING.

**AMENDED AND RESTATED
SUPPLEMENTAL MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

(Unit Eleven Land)

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made this 16 day of May, 1996 by MARSH CREEK DEVELOPMENT CORPORATION, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 813, page 500, as further supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 938, page 1651 and as amended in that First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 981, page 1057, and that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1155, page 1061, all in the public records of St. Johns County, Florida.

B. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 1095, page 348 of the public records of St.

Johns County, Florida Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to herein as "Declaration").

C. Declarant is the owner of certain lands more fully described in Exhibit A attached hereto and made a part hereof, which lands are intended to be subjected to a plat to be known as **Marsh Creek Unit Eleven** ("Unit Eleven Land").

D. Pursuant to the provisions of Article V111, Section 1 of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to annex to the Property and to subject to the Declaration any Additional Property.

E. The Declarant is the Class B Member of the Association.

F. The Unit Eleven Land is a part of the Additional Property.

G. Declarant desires to annex the Unit Eleven Land and recorded that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1155, page 1066 of the public records of St. Johns County, Florida ("Original Supplemental Unit 11 Declaration"). Declarant has determined that the Original Supplemental Unit 11 as recorded contains certain scrivener's errors and Declarant desires to amend and restate the Original Unit 11 Supplemental Declaration in its entirety as set forth herein.

NOW, THEREFORE, in consideration and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All provisions of the Recitals are true and correct and this Amended and Restated Declaration is substituted for the Original Unit 11 Supplemental Declaration.

2. The Unit Eleven is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Unit Eleven Land and all Property subject to the Declaration and which shall run with the Unit Eleven Land and shall be binding upon

all parties having any right, title or interest in the Unit Eleven Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety as follows:

“Section 15. “Patio Homes Lots’ shall mean and refer to Lots 38 through 73 of Unit Two and all lots contained within Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine and Unit Eleven Land.”

4. The Owners of all Lots in the Unit Eleven Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

5. The Lots in Unit Eleven shall be deemed for all purposes to be “Patio Home Lots” and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.

6. All of the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two, Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine and Unit Eleven, except the side set back line as described in Section 4(b) of Article V shall be a combined side separation between exterior structural walls of ten feet (10’) and a minimum of six feet (6’) separation between roof overhangs, thus allowing for the dwelling to be constructed on a zero lot line basis.

7. The following provision is hereby added to Article XI, as Section 8:

“Section Eight. Treatment Berms. In accordance with the St. Johns River Water Management District Permit applicable to the development of the Unit Eleven Land, prior to the completion of construction of a single family dwelling on Lots 1 and 12 of the Unit Eleven Land, a six inch (6”) high detention berm is required to be constructed along the rear of certain Lots (“Treatment Berms”), with Treatment Berms are a part of the Stormwater Management System. The Owner is responsible to assure that the Treatment Berms are properly constructed and are maintained as required by Permits. No Owner shall be permitted to remove or reconfigure such Treatment Berm and in the event that an Owner removes or reconfigures the Treatment Berm and any legal action is brought against the Declarant or the Association for any such violation of the Permit, then without limiting any other remedy set forth herein, the Owner shall indemnify and hold the Association and

Developer harmless from all costs, expenses, liabilities arising from or in connection with such violation of the Permits.”

8. Except as supplemented and modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN THE WITNESS THEREOF, the undersigned have set their hands and seals as of the date first above written.

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name: Julie Randall

By: _____
Print Name: Gregory J. Barbour
It's Vice President

Print Name: J.P. McNeil

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16 day of May, 1996, by Gregory J. Barbour, the Vice President of Marsh Creek Development Corporation, a Florida corporation, on behalf of the corporation, who is personally know to me and who produced _____ as identification

NOTARY PUBLIC, State of Florida

Carol Anne Chevrette

Print Name:

My commission expires:

My commission no.

[Notarial Seal]

"EXHIBIT A"

Marsh Creek Unit Eleven

CAPTION

A portion of Government Lots 3 and 4, Section 4, Township 8 South, Range 30 East and a portion of Section 33, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Tract "B", Marsh Creek Unit Nine, as recorded in Map Book 28, Pages 74 through 79, inclusive, of the Public Records of said County; thence South 01°12'00" East, along the Easterly right-of-way line of a 60 foot public right-of-way dedicated to St. Johns County, as per Official Records Volume 636, Page 522, and abandoned as per Official Records Volume 1065, Page 422, all of said Public Records, a distance of 985.39 feet, to the Southerly right-of-way line of a 100 foot St. Johns County right-of-way, as recorded in Deed Book 216, Pages 92 and 97, and abandoned as per Official Records Volume 1065, Page 422, all of said Public Records; thence South 89°17'53" West, along last said line, 150.27 feet; thence North 24°45'32" West, 111.90 feet; thence North 21°45'20" East, 35.12 feet; thence North 05°57'46" West, 49.22 feet; thence North 76°09'16" West, 37.12 feet; thence North 20° 10'29" West, 58.56 feet; thence North 20°02'31" West, 61.55 feet; thence North 04°40'12" West, 46.94 feet; thence North 19°42'38" West, 58.20 feet; thence North 07°59'02" West, 64.41 feet; thence North 04°41'41" East, 94.26 feet; thence North 16°28'20" East, 45.57 feet; thence North 03°21'07" East, 50.21 feet; thence North 23°12'13" West, 46.41 feet; thence North 74°37'09" West, 70.20 feet; thence North 36°33'06" West, 72.66 feet; thence North 29°12'21" West, 64.83 feet; thence North 06°06'48" West, 53.28 feet; thence North 12°15'47" East, 78.45 feet, to the Southerly boundary of the aforesaid Marsh Creek Unit Nine; thence in an Easterly direction, along said Southerly boundary of Marsh Creek Unit Nine, run the following four (4) courses and distances: COURSE NO 1: North 12°36'48" West, 5.24 feet; COURSE NO. 2: North 77°23'12" East, 38.22 feet, to the point of curvature of a curve, leading Southeasterly; COURSE NO 3: along and around the arc of said curve being concave Southwesterly and having a radius of 30.00 feet, an arc distance of 50.51 feet; said arc being subtended by a chord bearing and distance of South 54°22'46" East 44.75 feet; COURSE NO. 4: north 83°51'17" East, 334.02 feet, to the POINT OF BEGINNING.

Containing 6.35 acres, more or less.

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

(Unit Twelve Land)

THIS SUPPLEMENTAL DECLARATION is made this 20th day of May, 1997 by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 813, page 500, as further supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 938, page 1651, and amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 981, page 1057, and that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1155, page 1066, all in the public records of St. Johns County, Florida.

B. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 1095, page 348 of the public records of St,

Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as "Declaration").

C. Declarant is the owner of certain lands more fully described in Exhibit A attached hereto and made part hereof, which lands are intended to be subjected to a plat to be known as Marsh Creek Unit Twelve ("Unit Twelve Land").

D. Pursuant to the provisions of Article VIII, Section 1 of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to annex to the Property and to subject to the Declaration any Additional Property.

E. The Declarant is the Class B Member of the Association.

F. The Unit Twelve Land is a part of the Additional Property.

G. Declarant desires to annex the Unit Twelve Land in accordance with the terms and conditions set forth herein and in the Declaration.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All provisions of the Recitals are true and correct.

2. The Unit Twelve Land is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set for in the Declaration which are for the purpose of protection the value and desirability of the Unit Twelve Land and all Property subject to the Declaration and which shall run with the Unit Twelve Land and shall be binding upon all parties having any right, title or interest in the Unit Twelve Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety, as follows:

"Section 15. "Patio Homes Lots' shall mean and refer to Lots 38 through 73 of Unit Two and all the lots contained within Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven and Lots 3 through 6 of Unit Twelve Land."

4. The Owners of all Lots in the Unit Twelve Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

5. Lots 3 through 6 in the Unit Twelve Land shall be deemed for all purposes to be “Patio Home Lots” and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.

6. All of the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two, Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven and Lots 3 to 6 inclusive of Unit Twelve, except the side back line as described in Section 4(b) of Article V shall be combined side separation between exterior structural walls of ten feet (10’) and a minimum of six feet (6’) separation between roof overhangs, thus allowing for the dwelling to be constructed on a zero lot line basis.

7. The following provision is hereby added to Article XI, as Section 8:

“Section Eight. Treatment Berms. In accordance with the St. Johns River Water Management District Permit applicable to the development of the Unit Twelve Land, prior to the completion of construction of a single family dwelling on Lots 1, 2, 3, 4 and 5 of the Unit Twelve Land, a six inch (6”) high detention berm is required to be constructed along the side lot lines of certain Lots (“Treatment Berms), which Treatment Berms are a part of the Stormwater Management System. The Owner is responsible to assure that the Treatment Berms are properly constructed and located as required by the Permits and are maintained as required by the Permits. No Owner shall be permitted to remove or reconfigure such Treatment Berm and in the event that an Owner removes or reconfigures the Treatment Berm and any legal action is brought against the Declarant or the Association for any such violation of the Permit, then, without limiting any other remedy set forth herein, the Owner shall indemnify and hold the Association and Developer harmless from all costs, expenses, liabilities arising from or in connection with such violation of the Permits.”

8. Except as supplemented and modified herein, all terms and conditions of Declaration remain in full force and effect.

IN WITNESS THEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, sealed and delivered
In the presence of:

**MARSH CREEK DEVELOPMENT
CORPORATION**

By:

Print Name Carol Chevette

PrintName GregoryJ.Barbour

It's President

Print Name Marjorie Taylor
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of May, 1997, by Gregory Barbour, the President of Marsh Creek Development Corporation a Florida corporation, on behalf of the corporation, who is personally known to me and who produced _____ as identification.

Chevette

Notary Public, State of Florida

Carol Anne

Print Name of Notary Public

My Commission Expires:

My Commission no.

[Notarial Seal]

**SECOND AMENDMENT TO
MARSH CREEK DECLARATION OF
COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS**

THE AMENDMENT is made this 20th day of May, 1997 by **MARSH CREEK DEVELOPMENT CORPORTION**, A Florida Corporation (“Declarant”) and **MARSH CREEK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (“Association”).

RECITALS:

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, of the Public Records of St. Johns County, Florida, as amended and supplemented (collectively “Declaration”).

B. Pursuant to the Supplemental Marsh Creek Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 1095, page 348, of the Public Records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein.

C. Pursuant to Article V, Section 2(b)(i) of the Declaration, the Architectural Review Board (“ARB”) of the Association has the right to modify or amend the Architectural Planning Criteria by making recommendations to the Board of Directors of the Association, who may adopt such modifications and amendments as approved by the majority of the Board.

D. Pursuant to Article VI, Section 14, the Board of Directors has the right to adopt such additional use restrictions, rules or regulations applicable to all or any portion of the Property as the Board, in its sole discretion deems appropriate.

E. Pursuant to Article XII, Section 4(a), the Declarant, for so long as it retains Class B Membership, has the right to amend the Declaration provided that such amendments conform to the general purposes and standards of the covenants and restrictions.

F. Since the recording of the Declaration, substantial portions of the Property subject to the Declaration have been developed and the Declarant and Association have determined that certain of the Architectural Planning Criteria and Use Restrictions need to be modified in order to reflect the actual development of the Property.

G. The Board of Directors, at a duly noticed meeting at which a quorum of the Board was present, have considered the proposed amendments to the Declaration and have adopted the amendments hereinafter set forth.

H. Declarant has reviewed the amendments herein and hereby consents to the amendments and adopts them pursuant to its rights under the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant and the Association hereby amend the Declaration as follows:

1. Section 4(g) of Article V of the Declaration is hereby amended in its entirety to read as follows:

“(g) Garages and Automobiles. In addition to the requirements stated in paragraph (a) above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside walls of the garage. All garages must either have single overhead door with a minimum door width of sixteen (16) feet for two car garage, or two (2) sixteen (16) feet doors for four (4) car garage or two (2) three(3) or four (4) individual overhead doors, each with a minimum of ten (10) feet in width and a service door. All overhead doors shall be electrically operated and shall be kept closed when not in use. No carports will be permitted unless approved by the ARB. The ARB recommends side entry garages. However, where a side entry garage is impracticable, the ARB will consider front entry garages. Storage of automobiles, other than in garages shall be governed by rules and regulations as adopted from time to time by the Board. No garage shall be converted into a living space unless a garage in compliance with these provisions is constructed in its stead and unless the new façade of the enclosed garage is approved by the ARB and a new garage, in compliance with these restrictions is built.”

2. Section 4(1) of Article V of the Declaration is hereby amended in its entirety to read as follows.

“(i) Games and Play Structures. The location, screening, color and quality of construction of all basketball backboards, tennis courts, play structures, doghouses, platforms, or any other structure must have prior approval of the ARB”.

3. Section 4(k) of Article V of the Declaration is hereby amended in its entirety to read as follows:

“(k) Landscaping. A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the ARB prior to initial construction and development thereon. No artificial grass, plants or other

artificial vegetation or sculptural landscape décor shall be placed or maintained on any Lot unless approved by the ARB.”

4. The following Section 4(w) is added to Article V of the Declaration:

“(w) Flags and Banners. All flags, flagpoles or banners shall be approved by the ARB.”
5. Section 3 of Article VI of the Declaration is hereby amended in its entirety to read as follows:

“Section 3. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners, from the street, and from the golf course.”
6. Section 5 of Article VI of the Declaration is hereby amended in its entirety to read as follows:

“Section 5. Signs. All signs, including “For Sale”, “For Rent”, name identification, address identification, security and alarm signs, or any other sign, must be approved by the ARB. The ARB reserves the right, in its sole discretion, to prohibit certain signs and establish design criteria for sign types, locations, and colors.”
7. Section 8 of Article VI of the Declaration is hereby amended in its entirety to read as follows:

“Section 8. Off Street Motor Vehicles. No motorized vehicles including, without limitation, two and three all terrain vehicles or “dirt bikes” may be operated off of paved roadways and driveways, except as specifically approved in writing by the Board or its assignee. Without limiting the Association’s right to collect and assess fines in other instances, it is specifically acknowledged that Owners may be fined for each violation of this provision by themselves, their families, guests, tenants, and invitees. Violations will result in automatic fines of \$25.00 for the first offense, \$50.00 for the second offense, and \$100.00 for each subsequent offense.”
8. Section 10 of Article VI of the Declaration is hereby amended in its entirety to read as follows:

“Section 10. Pets and Animals. No animals, except common domestic household pets, within the ordinary interpretation of such words, may be kept, maintained, or cared for on any Lot or within the Property. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance; and no pet will be allowed on the Property other than on the Lot of the owner of

such pets unless confined to a leash. No pet shall be allowed to run at large and all pets must be kept within an enclosed area which must be clean, sanitary, and reasonably free of refuse and waste. Upon written request of any Owner, the Board or its assignee may conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the Board or its assignee in such matter is conclusive and shall be enforced as other restrictions contained herein. No pet may be maintained, kept, cared for, or boarded for hire or remuneration on the Property and no kennels for boarding or operating shall be allowed.”

9. Section 15 of Article VI of the Declaration is hereby amended in its entirety as follows:

“Section 15. Maintenance Required and Failure to Maintain. No weeds, underbrush, or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance, including painting, repairing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. In the event that any Owner fails or refuses to keep the Lot free of weeds, underbrush, refuse pile, or other unsightly growth or fails to keep and maintain the buildings or improvements in good workmanlike manner or in neat and clean appearance, the Board may authorize its agents to enter upon the Lot and perform the necessary maintenance at the expense of the Owner. Such entry shall not be deemed to be a trespass. During the construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain on any Lot.”

10. Except as modified herein, all terms of the Declaration remain in full force and effect.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 20th day of May, 1997, by Roger M. O'Steen the President of Marsh Creek Owners Association, Inc, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

Print Name: Lauren Owens

Notary Public, State of Florida

My Commission Expires:

November 3, 2000

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in
The presence of:

MARSH CREEK DEVELOPMENT
CORPORATION, a Florida corporation

Print Name: Carol Chevrette

By: _____

Name: Gregory J. Barbour

Its: _____ President

Print Name: Marjorie Taylor

MARSH CREEK OWNERS ASSOCIATION,
Inc., A Florida not-for-profit corporation

Print Name Carol Chevrette

By: _____

Name: Roger M. O'Steen

Its: _____ President

Print Name: Gregory J. Barbour

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 20th day of May, 1997, by Gregory J. Barbour the _____ President of Marsh Creek Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Print Name: Carol Anne Chevrette

Notary Public, State of Florida

My Commission Expires:

December 5, 1999

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

(Unit Thirteen and Fourteen)

THIS SUPPLEMENTAL DECLARATION is made this 27th day of July 1998, by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit One-Phase II, and Unit Two) recorded in Official Records Book 813, page 500, as further supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Three) recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two – Phase II) recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Six) recorded in Official Records Book 938, page 1651, and amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Five) recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Seven) recorded in Official Records Book 981, page 1057, and that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) as recorded in Official Records Book 1106 page 1794, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Nine) recorded in Official Records Book 1095, page 348, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Ten) recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eleven) recorded in Official Records Book 1155, page 1066, as supplemented by that certain Supplemental Marsh

Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Twelve) recorded in Official Records Book 1242, page 46, and further amended by that certain Second Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1242, page 50, all in the public records of St. Johns County, Florida.

B. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant's Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as "Declaration").

C. Declarant is the owner of certain lands more fully described as:

Marsh Creek Unit Thirteen and Fourteen,

According to Plat thereof recorded in Map Book 34, pages 61 through 71 of the public records of St. Johns County, Florida,

("Unit Thirteen and Fourteen Land").

D Pursuant to the provisions of Article VIII, Section 1 of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to annex to the Property and to subject to the Declaration any Additional Property.

E. The Declarant is the Class B Member of the Association.

F. The Unit Thirteen and Fourteen Land is part of the Additional Property.

G. Declarant to annex the Unit Thirteen and Fourteen Land in accordance with the terms and conditions set forth herein and in the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All provisions of the Recitals are true and correct.
2. The Unit Thirteen and Fourteen Land is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject

to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Unit Thirteen and Fourteen Land and all Property subject to the Declaration and which shall run with the Unit Thirteen and Fourteen Land and shall be binding upon all parties having any right, title or interest in the Unit Thirteen and Fourteen Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety, as follows:

“Section 15. “Patio Homes Lots’ shall mean and refer to Lots 38 through 73 of Unit Two and all the lots contained within Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven and Lots 3 through 6 of Unit Twelve Land, and Lots 1 through 24 of Unit Thirteen and Fourteen.”

4. The Owners of all Lots in the Unit Thirteen and Fourteen Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

5. Lots 1 through 24 in the Unit Thirteen and Fourteen Land shall be deemed for all purposes to be “Patio Home Lots” and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.

6. All of the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two, Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven and Lots 3 to 6 inclusive of Unit Twelve, and Lots 1 through 24, inclusive of Unit Thirteen and Fourteen, except the side back line as described in Section 4(b) of Article V shall be combined side separation between exterior structural walls of ten feet (10’) and a minimum of six feet (6’) separation between roof overhangs, thus allowing for the dwelling to be constructed on a zero lot line basis.

7. Except as supplemented and modified herein, all terms and conditions of Declaration remain in full force and effect.

IN WITNESS THEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, sealed and delivered
In the presence of:

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name Tina E. Downs

By: _____
Print Name Gregory J. Barbour
Its President

Print Name Lauren L. Owens

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27 day of July, 1997, by Gregory J. Barbour, the _____ President of Marsh Creek Development Corporation a Florida corporation, on behalf of the corporation, who is personally known to me and who produced _____ as identification.

Notary Public, State of Florida
Lauren . L. Owens
Print Name of Notary Public

My Commission Expires: Nov. 3,2000

My commission no.CC595044

[Notarial Seal]

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage recorded in Official Records Book 1143, page 715, as modified in Official Records Book 1293, page 12, and re-recorded in Official Records Book 1299, page 1264, all of the public recorded of St. Johns County, Florida ("Mortgage"), and hereby consents tot the recording of the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen/Fourteen) and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN THE WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 28th day of July, 1998.

Signed, sealed and delivered

BARNETT BANK

By: _____

Print Name: Diane Miller

Name: David V. Betzold

Title: Vice President

Print Name: Linda L. Shirley

(CORPORTE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of July, 1998, by David V. Betzold, the Vice-President of Barnett Bank, N. A., a national banking association, for and on behalf of said banking association. He/she { personally known to me or { produced N/A as identification.

Notary Public, State of Florida

Linda L. Shirley
(Print or type name)
My Commission Expires: Jan. 16, 2000
Commission Number: CC503593

**THIRD AMENDMENT AND
SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
(Unit Fifteen)**

THIS SUPPLEMENTAL DECLARATION is made this 25th day of October 1999, by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, and as further amended by that certain Second Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1242, page 50, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit One – Phase 11, and Unit Two) recorded in Official Records Book 813, page 500, as further supplemented by that certain that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Three) recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two-Phase II) recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Six) recorded in Official Records Book 938, page 1651, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Five) recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Seven) as recorded in Official Records Book 981 page 1057, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) as recorded in Official Records Book 1106, page 1794, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and

Easements (Unit Nine) recorded in Official Records Book 1095, page 348, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Ten) recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Eleven) recorded in Official Records Book 1155, page 1066, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve) recorded in Official Records Book 1242, page 46, and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen and Fourteen) recorded in Official Records Book 1338, page 472, all in the public records of St. Johns County, Florida.

B. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant's Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as "Declaration").

C. Declarant is the owner of certain lands more fully described as:

Marsh Creek Unit Fifteen, according to Plat thereof recorded in Map Book 36, pages 101 through 106 of the public records of St. Johns County, Florida,

("Unit Fifteen Land").

D Pursuant to the provisions of Article VIII, Section 1 of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to annex to the Property and to subject to the Declaration any Additional Property.

E. The Declarant is the Class B Member of the Association.

F. The Unit Fifteen Land is part of the Additional Property.

G. Declarant to annex the Unit Fifteen Land in accordance with the terms and conditions set forth herein and in the Declaration.

H. Pursuant to Article XII, Section 4(c) of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to amend the Declaration without the consent or joinder of any Mortgagee or Owner to include in any

supplemental declaration or other instrument any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements contained in the Declaration

NOW, THEREFORE, Declarant hereby declares as follows:

1. All provisions of the Recitals are true and correct.
2. The Unit Fifteen Land is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protection the value and desirability of the Unit Fifteen Land and all Property subject to the Declaration and which shall run with the Unit Fifteen Land and shall be binding upon all parties having any right, title or interest in the Unit Fifteen Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.
3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety, as follows:

“Section 15. “Patio Homes Lots’ shall mean and refer to Lots 38 through 73 of Unit Two and all the lots contained within Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven and Lots 3 through 6 of Unit Twelve Land and Lots 1 through 24 of Unit Thirteen/Fourteen Land, and Lots 1 through 25 of Unit Fifteen..”
4. The Owners of all Lots in the Unit Fifteen Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.
5. Lots 1 through 25 in the Unit Fifteen Land shall be deemed for all purposes to be “Patio Home Lots” and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.
6. All of the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two, Unit Two – Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven and Lots 3 to 6 inclusive of Unit Twelve, and Lots 1 through 24 of Unit Thirteen / Fourteen, and Lots 1 through 25, inclusive of Unit Fifteen, except the side back line as described in Section 4(b) of Article V shall be combined side separation between exterior structural walls of ten feet (10’) and a minimum of six feet (6’) separation between roof overhangs.

7. It is understood and acknowledged that the Lots in Unit Fifteen Land (“Unit Fifteen Lots”) are intended to be constructed in accordance with a specific uniform architectural style. Architectural guidelines affecting the Unit Fifteen Lots have been adopted by the Marsh Creek Architectural Review Board (“ARB”), provided that the ARB may modify such guidelines from time to time and may grant variances where such may be deemed appropriate by the Board (“Unit Fifteen Architectural Guidelines”).

The Unit Fifteen Architectural Guidelines set forth additional design requirements including without limitation specification of the use of roof materials, exterior colors, stucco finishes and other design specifications specific to homes located in Unit Fifteen.

Notice is hereby given that any and all dwellings in the Unit Fifteen Lots shall be subject to the Unit Fifteen Architectural Guidelines as such are modified and approved by the Board of Directors of the Association, from time to time, in addition to all other architectural guidelines. Without limiting any other provisions of the Declaration, failure to comply with the Unit Fifteen Architectural Guidelines shall be deemed to be a violation of the terms and conditions of the Declaration and subject to all rights and remedies set for therein.

8. Article IV, Section 5 of Declaration is hereby amended to read, in its entirety, as follows:

“5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments, for the purpose set forth in Section 4 above, must be fixed at a uniform rate for all Lots in a class and any increase must be applied uniformly for all classes. However, the Owners so certain Lots, as may be designated from time to time by Declarant in a Supplemental Declaration, may be required to pay a nonuniform Special Assessment for the maintenance of certain Common Property which is from time to time designated to be maintained by such Owners. In the event that an Owner or his family, guest or invites specifically damage the Common Property as elsewhere provided, such Lot may be subjected to a nonuniform Special Assessment for payment of such costs. There shall be no Assessment against the Common Property.”

9. With respect to Unit Fifteen Land, all Lots and the Owners thereof are hereby subject to and to a Special Assessment (“Common Property Maintenance Assessment”) of One Hundred Seventeen and No/100 Dollars (\$117.00) for the year 1999-2000, (\$9.75 per month, which is presently paid quarterly). Such Common Property Maintenance Assessment shall be deemed to be a part of the Assessment as such are defined in the Declaration and shall be collected from the Owners of Lots in Unit Fifteen in the same manner as the Annual Assessment. The Lots in Unit Fifteen Land are hereby subjected to the

lien for the payment of the Common Property Maintenance Assessment, all as more fully set forth in the Declaration. Common Property Maintenance Assessment shall be subject to increase at the same annual percentage increase, if any, which may be adopted by the Board for the Annual Assessments, as provided in Article IV, Section 3 of Declaration.

10. Except as supplemented and modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, sealed and delivered in the presence of:

MARSH CREEK DEVELOPMENT CORPORATION

Print Name Tina E. Downs

By: Gregory J. Barbour
Its President

Print Name Lauren L. Owens

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of October, 1999, by Gregory J. Barbour, the President of Marsh Creek Development Corporation, Florida corporation, on behalf of the corporation, who is personally known to me and who presented _____ as identification.

Notary Public, State of Florida

Lauren L. Owens
Print Name of Notary Public
My commission expires: 11-3-2000
My commission

no.: CC55044

[Notarial Seal]

EXHIBIT "A"Legal Description

Marsh Creek Unit 15, a plat recorded in the St. Johns County public records Map Book 36, pages 101 through 106.

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage recorded in Official Records Book 1143, page 725, as modified in Official Records Book 1293, page 12, and re-recorded in Official Records book 1299, page 1264, all of the public records of St. Johns County , Florida (“Mortgage”), and hereby consents to the recording of the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Fifteen) and subordinates the lien of its Mortgage to the terms and conditions thereof as recorded in the Public Records of St. Johns County, Official Records Book 1450, pages 37 through 43.

IN THE WITNESS THEREOF, the undersigned has caused this instrument to be executed in its name this 28th day of Oct., 1999.

Signed, sealed and delivered
In the presence of:
to

to

BANK OF AMERICA, N.A. d/b/a
NATIONS BANK, N.A. successor

NATIONS BANK, N.A. successor

BARNETT BANK, N.A.

Print Name Mable V. Gray

By: _____
Print Name: Michael Fritsch
Its: Sr. Vice President

Print Name Betty J. Johnson

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of Oct., 1999, by MICHAEL FRITSCH, THE S. V. PRES. Of Bank of America, N.A., d/b/a Nationsbank, N.A.successor to Barnet Bank, N.A., a national banking association, for and on behalf of said banking association. He/she is personally known to me or produced _____ as identification.

Notary Public, State of Florida

MABLE V. GRAY
Print Name of Notary
My commission expires: _____
My commission no.: _____
[Notarial Seal]

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
(Unit Sixteen)**

THIS SUPPLEMENTAL DECLARATION is made this 21st day of August 2001, by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, and as further amended by that certain Second Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1242, page 50, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit One – Phase II, and Unit Two) recorded in Official Records Book 813, page 500, as further supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Three) recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two-Phase II) recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Six) recorded in Official Records Book 938, page 1651, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Five) recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Seven) as recorded in Official Records Book 981 page 1057, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) recorded in Official Records Book 1106, page 1794, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Nine) recorded in Official Records Book 1095, page 348, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Ten) recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Eleven) recorded in Official Records Book 1155, page 1066, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve)

recorded in Official Records Book 1242, page 46, and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen and Fourteen) recorded in Official Records Book 1338, page 472, all in the public records of St. Johns County, Florida.

B. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant's Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as "Declaration").

C. Declarant is the owner of certain lands more fully described as:

Marsh Creek Unit Sixteen, according to Plat thereof recorded in Map Book 41, pages 92 through 97 of the public records of St. Johns County, Florida,

("Unit Sixteen Land").

D Pursuant to the provisions of Article VIII, Section 1 of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to annex to the Property and to subject to the Declaration any Additional Property.

E. The Declarant is the Class B Member of the Association.

F. The Unit Sixteen Land is a part of the Additional Property.

G. Declarant desires to annex the Unit Sixteen Land in accordance with the terms and conditions set forth herein and in the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All provisions of the Recitals are true and correct.

2. The Unit Sixteen Land is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Unit Sixteen Land and all Property subject to the Declaration and which shall run with the Unit Sixteen Land and shall be binding upon all parties having any right, title or interest in the Unit Sixteen Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. The Owners of all Lots in the Unit Sixteen Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

4. All of the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two, Unit Two-Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven, Lots 3 to 6 inclusive of Unit Twelve and Lots 1 to 24 of Unit Thirteen/Fourteen, Lots 1 through 25, inclusive of Unit Fifteen, Lots 1 through 13, inclusive of Unit Sixteen, except the side set back line as described in Section 4(b) of Article V shall be a combined side separation between exterior structural walls of ten feet (10') and a minimum of six feet (6') separation between roof overhangs.

5. It is understood and acknowledged that the improvements on the Lots in Unit Sixteen Land ("Unit Sixteen Lots") are intended to be constructed in accordance with a specific uniform architectural style. Architectural guidelines affecting the Unit Sixteen Lots have been adopted by the Marsh Creek Architectural Review Board ("ARB"), provided that ARB may modify such guidelines from time to time and may grant variances where such may be deemed appropriate by the Board ("Unit Sixteen Architectural Guidelines").

The Unit Sixteen Architectural Guidelines set forth additional design requirements including, without limitation, specification of the use of roof materials, exterior colors, stucco finishes and other design specifications specific to homes located in Unit Sixteen.

Notice is hereby given that any and all dwellings in the Unit Sixteen Lots shall be subject to the Unit Sixteen Architectural Guidelines as such are modified and approved by the Board of Directors of the Association, from time to time, in addition to all other architectural guidelines. Without limiting any other provisions of the Declaration, failure to comply with the Unit Sixteen Architectural Guidelines shall be deemed to be a violation of the terms and conditions of the Declaration and subject to all rights and remedies set forth therein.

5. With respect to the Unit Sixteen Land, all Lots and the Owners thereof are hereby subject to and to a Special Assessment ("Common Property Maintenance Assessment") of One Hundred Seventeen and No/100 Dollars (\$117.00) for the year 2001, (\$9.75 per month, which is presently paid quarterly). Such Common Property Maintenance Assessment shall be deemed to be a part of the Assessments as such are defined in the Declaration and shall be collected from the Owners of Lots in Unit Sixteen in the same manner as the Annual Assessments. The Unit Sixteen Lots are hereby subjected to the lien for the payment of the Common Property Maintenance Assessment, all as more fully set forth in the Declaration. Common Property Maintenance Assessment shall be subject to increase at the same annual percentage increase, if any, which may be adopted by the Board for the Annual Assessments, as provided in Article IV, Section 3 of the Declaration.

7. Except as supplemented and modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name Tina E. Downs

By: _____
Gregory J. Barbour
Its President

Print Name Lauren L. Owens

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of August 2001, by Gregory J. Barbour, the President of Marsh Creek Development Corporation, Florida Corporation, on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida

Lauren L. Owens
Print Name of Notary Public
My commission expires: 11-3-2000
My commission

no.: CC55044

[Notarial Seal]

**SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
(Unit Seventeen)**

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION is made this 13th day of December 2001, by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, and as further amended by that certain Second Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1242, page 50, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit One – Phase II, and Unit Two) recorded in Official Records Book 813, page 500, as further supplemented by that certain that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Three) recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two-Phase II) recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Six) recorded in Official Records Book 938, page 1651, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Five) recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Seven) as recorded in Official Records Book 981 page 1057, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) recorded in Official Records Book 1106, page 1794, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Nine) recorded in Official Records Book 1095, page 348, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Ten) recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eleven) recorded in Official Records Book 1155, page 1066, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve) recorded in Official Records Book 1242, page 46, and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen and Fourteen) recorded in Official

Records Book 1338, page 472, and Third Amendment and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Fifteen) recorded in Official Records Book 1450, page 37 all in the public records of St. Johns County, Florida.

B. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant's Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as "Declaration").

C. Declarant is the owner of certain lands more fully described as:

Marsh Creek Unit Seventeen, according to Plat thereof recorded in Map Book 42, pages 52 through 61 of the public records of St. Johns County, Florida.

("Unit Seventeen Land")

D Pursuant to Article VIII Section 1 of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to annex to the Property and to subject to the Declaration any Additional Property subject to the terms applicable to such land.

E. The Declarant is the Class B Member of the Association.

F. The Unit Seventeen Land is a part of the Additional Property.

G. Declarant desires to annex the Unit Seventeen Land in accordance with the terms and conditions set forth herein and in the Declaration.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. All provisions of the Recitals are true and correct.

2. The Unit Seventeen is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Unit Seventeen Land and all Property subject to the Declaration and which shall run with Unit Seventeen Land and shall be binding upon all parties having any right, title or interest in the Unit Seventeen Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

3. Section 15 of Article I of the Declaration is hereby amended to read, in its entirety, as follows:

“Section 15.” ‘Patio Home Lots’ shall mean and refer to Lots 38 through 73 of Unit Two and all the lots contained within Unit Two-Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven and Lots 3 through 6 of Unit Twelve Land and Lots 1 through 24 of Unit Thirteen/Fourteen Land, Lots 1 through 25 of Unit Fifteen, and Lots 1 through 15 of Unit Seventeen.”

4. The Owners of all Lots in the Unit Seventeen Land shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.

5. Lots 1 through 15 in the Unit Seventeen Land shall be deemed for all purposes to be “Patio Home Lots” and shall be subject to the Maintenance Assessment as described in Article IV of the Declaration and the Patio Home Lot Easement set forth in Section 6 of Article X of the Declaration.

6. All of the Architectural Planning Criteria set forth in Section 4 of Article V are in full force and effect with respect to the lots in Unit Two, Unit Two-Phase II, Unit Four, Unit Six, Unit Seven, Unit Nine, Unit Eleven, Lots 3 to 6 inclusive of Unit Twelve and Lots 1 to 24 of Unit Thirteen/Fourteen, Lots 1 through 25, inclusive of Unit Fifteen, and lots 1 through 15, inclusive of Unit Seventeen; except the side set back line as described in Section 4(b) of Article V shall be a combined side separation between exterior structural walls of ten feet (10’) and a minimum of six feet (6’) separation between roof overhangs.

7. It is understood and acknowledged that the Lots in Unit Seventeen Land (“Unit Seventeen Lots”) are intended to be constructed in accordance with a specific uniform architectural style. Architectural guidelines affecting the Unit Seventeen Lots have been adopted by the Marsh Creek Architectural Review Board (“ARB”), provided that ARB may modify such guidelines from time to time and may grant variances where such may be deemed appropriate by the Board (“Unit Seventeen Architectural Guidelines”).

The Unit Seventeen Architectural Guidelines set forth additional design requirements including without limitation specification of the use of roof materials, exterior colors, stucco finishes and other design specifications specific to homes located in the Unit Seventeen Lots.

Notice is hereby given that any and all dwellings in the Unit seventeen Lots shall be subject to the Unit Seventeen Architectural Guidelines as such are modified and approved by the Board of Directors of the Association, from time to time, in addition to all other architectural guidelines. Without limiting any other provisions of the Declaration, failure to comply with the Unit Seventeen Architectural Guidelines shall be deemed to be a violation of the terms and conditions of the Declaration and subject to all rights and remedies set forth therein.

8. Article IV, Section 5 of the Declaration is hereby amended to read, in its entirety, as follows:

“5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments, for the purposes set forth in Section 4 above, must be fixed at a uniform rate for all lots in a class and any increase must be applied uniformly for all classes. However, the Owners of certain Lots, as may be designated from time to time by Declarant in a Supplemental Declaration, may be required to pay a nonuniform Special Assessment for the maintenance of certain Common Property which is from time to time designated to be maintained by such Owners. In the event that an Owner or his family, guest or invitees specifically damage the Common Property as elsewhere provided, such Lot may be subjected to a nonuniform Special Assessment for payment of such costs. There shall be no Assessment against the Common Property.

9. With respect to the Unit Seventeen Land, all Lots and the Owners thereof are hereby subject to and to a Special Assessment (“Common Property Maintenance Assessment”) of One Hundred Seventeen and No/100 Dollars (\$117.00) for the year 2000-2001 (\$9.75) per month, which is presently paid quarterly). Such Common Property Maintenance Assessment shall be deemed to be a part of the Assessments as such are defined in the Declaration and shall be collected from the Owners of Lots in Unit Seventeen in the same manner as the Annual Assessments. The Lots in Unit Seventeen Land are hereby subjected to the lien for the payment of the Common Property Maintenance Assessment, all as more fully set forth in the Declaration. Common Property Maintenance Assessment shall be subject to increase at the same annual percentage increase, if any, which may be adopted by the Board for the Annual Assessments, as provide in Article IV, Section 3 of the Declaration.

10. Except as supplemented and modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name Tina E. Downs

By: _____
Gregory J. Babour
Its President

Print Name Lauren L. Owens

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of Dec, 2001 by Gregory J. Barbour, the President of Marsh Creek Development Corporation, Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida

Lauren L. Owens

Print Name of Notary Public

My commission expires: _____

My commission no.: _____

[Notarial Seal]

EXHIBIT 'A'Legal Description

Marsh Creek Unit Seventeen, a plat recorded in the St. Johns County, Florida public records Map Book 42, pages 52 through 61.

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage recorded in Official Records Book 1143, page 715, as modified in Official Records Book 1293, page 12, and re-recorded in Official Records Book 1299, page 1264, all of the public records of St. Johns County, Florida (“Mortgage”), and hereby consents to the recording of the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Seventeen) and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 13 day of December 2001.

Signed, sealed and delivered
In the presence of:

BANK OF AMERICA, N.A. d/b/a
NATIONSBANK, N.A., successor to
NATIONSBANK, N.A., successor to
BARNETT BANK, N.A.

Print Name Crystal R Pettway

By: _____
Print Name: Michael Fritsch
Its: Senior Vice President

Print Name Karen L. Osborne

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing instrument was acknowledged before me this 13 day of December, 2001, by Michael Fritsch, the S. Vice President of Bank of America, N.A. d/b/a Nationsbank, N.A. successor NationsBank, N.A., successor to Barnett Bank N.A., a national banking association, for and on behalf of said banking association. He/she is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Betty J. Johnson

Print Name of Notary Public
My commission expires: _____
My commission no: _____
Notarial Seal

**AMENDMENT TO
THIRD AMENDMENT AND
SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
(Unit Fifteen)**

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION is made this 12th day of June 2002, by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, and as further amended by that certain Second Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1242, page 50, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit One – Phase 11, and Unit Two) recorded in Official Records Book 813, page 500, as further supplemented by that certain that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Three) recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two-Phase II) recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Six) recorded in Official Records Book 938, page 1651, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Five) recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Seven) as recorded in Official Records Book 981 page 1057, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) recorded in Official Records Book 1106, page 1794, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and

Easements (Unit Nine) recorded in Official Records Book 1095, page 348, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Ten) recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eleven) recorded in Official Records Book 1155, page 1066, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve) recorded in Official Records Book 1242, page 46, and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen and Fourteen) recorded in Official Records Book 1338, page 472, all in the public records of St. Johns County, Florida.

B. The foregoing Declaration was further amended by Third Amendment and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Fifteen) recorded in Official Records Book 1450, page 37, of the public records of St. Johns County, Florida (“Unit Fifteen Supplemental Declaration”).

C. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as “Declaration”).

D Pursuant to Article XII, Section 4(c) of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to amend the Declaration without the consent or joinder of any Mortgagee or Owner to include in any supplemental declaration or other instrument any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements contained in the Declaration.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. All provisions of the Recitals are true and correct.
2. Pursuant to paragraph 7 of the Unit Fifteen Supplemental Declaration, the Unit Fifteen Lots (as defined therein) are intended to be constructed in accordance with a specific uniform architectural style and the architectural guidelines affecting the Unit Fifteen Lots have been adopted by the Marsh Creek Architectural Review Board (“ARB”). It further provides that the ARB may modify such guidelines from time to time and grant variances as deemed appropriate by the Board of Directors of the Association (“Unit Fifteen Architectural Guidelines”). During the period of time for which the homes on the Unit Fifteen Lots have been reviewed by the ARB, the Declarant has been in control of the ARB.

3. Pursuant to the provisions of Article V(2)(a) of the Declaration, the Declarant will lose its Class B voting rights and accordingly, the right to appoint the ARB Members prior to the completion of construction of all homes on the Unit Fifteen Lots, Due to the critical importance of assuring the continuing architectural coherence of the homes constructed within Marsh Creek Unit Fifteen, the Declarant has agreed to continue to perform all architectural review of the plans and specifications for the homes to be constructed on the Unit Fifteen Lots, in connection with initial instruction of such homes.

4. Accordingly, the Declarant hereby amends the Declaration and Supplemental Declaration to provide that until the earlier of (i) the completion of construction of a home (as evidenced by the issuance of a certificate of occupancy therefore) for each of the Unit Fifteen Lots, or (ii) such earlier date as Declarant has terminated its rights under this paragraph, all plans and specifications for such initial construction shall be reviewed and approved by the Declarant, subject to the Unit Fifteen Architectural Guidelines, as amended by Declarant from time to time.

5. Except as modified herein all terms and conditions of the Declaration and Unit Fifteen Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name Tina E. Downs

By: _____
Gregory J. Babour
Its President

Print Name Lauren L. Owens

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12 day of June, 1999, by Gregory J. Barbour, the President of Marsh Creek Development Corporation, Florida Corporation, on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida

Lauren L. Owens
Print Name of Notary Public
My commission expires: _____
My commission no.: _____

[Notarial Seal]

**FOURTH AMENDMENT TO
SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
(Unit Seventeen)**

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION is made this 12th day of June 2002, by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, and as further amended by that certain Second Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1242, page 50, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit One – Phase II, and Unit Two) recorded in Official Records Book 813, page 500, as further supplemented by that certain that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Three) recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two-Phase II) recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Six) recorded in Official Records Book 938, page 1651, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Five) recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Seven) as recorded in Official Records Book 981 page 1057, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) recorded in Official Records Book 1106, page 1794, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Nine) recorded in Official Records Book 1095, page 348, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and

Easements Marsh Creek (Unit Ten) recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eleven) recorded in Official Records Book 1155, page 1066, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve) recorded in Official Records Book 1242, page 46, and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen and Fourteen) recorded in Official Records Book 1338, page 472, Third Amendment and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Fifteen) recorded in Official Records Book 1450, page 37, Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Sixteen) as recorded in Official Records Book 1646, page 483, all in the public records of St. Johns County, Florida.

B. The foregoing Declaration was further amended by Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Seventeen) recorded in Official Records Book 1689, page 1566, of the public records of St. Johns County, Florida (“Unit Fifteen Supplemental Declaration”).

C. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as “Declaration”).

D Pursuant to Article XII, Section 4(c) of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to amend the Declaration without the consent or joinder of any Mortgagee or Owner to include in any supplemental declaration or other instrument any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements contained in the Declaration.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. All provisions of the Recitals are true and correct.
2. Pursuant to paragraph 7 of the Unit Seventeen Supplemental Declaration, the Unit Seventeen Lots (as defined therein) are intended to be constructed in accordance with a specific uniform architectural style and the architectural guidelines affecting the Unit Seventeen Lots have been adopted by the Marsh Creek Architectural Review Board (“ARB”). It further provides that the ARB may modify such guidelines from time to time and grant variances as deemed appropriate by the Board of Directors of the Association (“Unit Seventeen Architectural Guidelines”). During the period of time for which the

homes on the Unit Seventeen Lots have been reviewed by the ARB, the Declarant has been in control of the ARB.

3. Pursuant to the provisions of Article V(2)(a) of the Declaration, the Declarant will lose its Class B voting rights and accordingly, the right to appoint the ARB Members prior to the completion of construction of all homes on the Unit Seventeen Lots, Due to the critical importance of assuring the continuing architectural coherence of the homes constructed within Marsh Creek Unit Seventeen, the Declarant has agreed to continue to perform all architectural review of the plans and specifications for the homes to be constructed on the Unit Seventeen Lots, in connection with initial instruction of such homes.

5. Accordingly, the Declarant hereby amends the Declaration and Supplemental Declaration to provide that until the earlier of (i) the completion of construction of a home (as evidenced by the issuance of a certificate of occupancy therefore) for each of the Unit Seventeen Lots, or (ii) such earlier date as Declarant has terminated its rights under this paragraph, all plans and specifications for such initial construction shall be reviewed and approved by the Declarant, subject to the Unit Seventeen Architectural Guidelines, as amended by Declarant from time to time.

5. Further pursuant to that certain Perpetual Drainage Easement and Agreement made by Declarant and the City of St. Augustine Beach City Council dated February 20, 2002, recorded in Official Records Book 1735, pages 22 through 31 of the public records of St. Johns County, Florida ("City Drainage Agreement"), the Declarant was required to convey an easement to the City of St. Augustine Beach City Council which adversely affects Lots 11 and 12 of Unit Seventeen, such that the Lots no longer contain the required minimum square footage necessary to construct a single family dwelling on them. Accordingly, the Declarant has determined to convey the remaining portions of such Lots to the adjoining Lot Owners, subject to the restriction that no additional residence may be constructed thereon, and that such portions of the Lots shall be incorporated as a part of adjoining Lot and occupied, held, conveyed and landscaped as a single Lot. Therefore, the Owners of Lot 10 (which shall include a portion of Lot 11) and the Owner of Lot 13 (which shall include a portion of Lot 12) shall only be assessed as a single Lot, paying one Assessment and shall only have one vote in all Marsh Creek Owners Association, Inc. matters.

6. Except as modified herein all terms and conditions of the Declaration and Unit Seventeen Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name Tina E. Downs

By: _____
Gregory J. Babour
Its President

Print Name Lauren L. Owens

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12 day of June, 2002, by Gregory J. Barbour, the President of Marsh Creek Development Corporation, Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida

Lauren L. Owens
Print Name of Notary Public
My commission expires: _____
My commission no.: _____

[Notarial Seal]

**AMENDMENT TO
SUPPLEMENTAL MARSH CREEK DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
(Unit Sixteen)**

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION is made this 12th day of June 2002, by **MARSH CREEK DEVELOPMENT CORPORATION**, a Florida corporation (“Declarant”).

RECITALS

A. Marsh Creek Partnership was the Declarant under that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 753, page 1756, as amended in that certain First Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 873, page 1212, and as further amended by that certain Second Amendment to Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1242, page 50, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit One – Phase II, and Unit Two) recorded in Official Records Book 813, page 500, as further supplemented by that certain that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 845, page 1597, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Three) recorded in Official Records Book 849, page 1352, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Two-Phase II) recorded in Official Records Book 867, page 1791, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Six) recorded in Official Records Book 938, page 1651, and as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Five) recorded in Official Records Book 969, page 1201, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Seven) as recorded in Official Records Book 981 page 1057, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eight) recorded in Official Records Book 1106, page 1794, as supplemented by that certain Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Nine) recorded in Official Records Book 1095, page 348, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements Marsh Creek (Unit Ten) recorded in Official Records Book 1155, page 1061, that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Eleven) recorded in Official Records Book 1155, page

1066, as supplemented by that certain Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Twelve) recorded in Official Records Book 1242, page 46, and Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Thirteen and Fourteen) recorded in Official Records Book 1338, page 472, Third Amendment and Supplement Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Fifteen) recorded in Official Records Book 1450, page 37, all in the public records of St. Johns County, Florida.

B. The foregoing Declaration was further amended by Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements (Unit Sixteen) recorded in Official Records Book 1646, page 483, of the public records of St. Johns County, Florida (“Unit Sixteen Supplemental Declaration”).

C. Pursuant to the Supplemental Marsh Creek Declaration of Covenants, Conditions, Restrictions and Easements and Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 1095, page 348 of the public records of St. Johns County, Florida, Marsh Creek Partnership assigned its rights as Declarant to Declarant herein (the instruments described in Recital A and Recital B are collectively referred to as “Declaration”).

D Pursuant to Article XII, Section 4(c) of the Declaration, Declarant shall have the right, so long as it is a Class B Member of the Association, to amend the Declaration without the consent or joinder of any Mortgagee or Owner to include in any supplemental declaration or other instrument any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements contained in the Declaration.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. All provisions of the Recitals are true and correct.
2. Pursuant to paragraph 5 of the Unit Sixteen Supplemental Declaration, the Unit Sixteen Lots (as defined therein) are intended to be constructed in accordance with a specific uniform architectural style and the architectural guidelines affecting the Unit Sixteen Lots have been adopted by the Marsh Creek Architectural Review Board (“ARB”). It further provides that the ARB may modify such guidelines from time to time and grant variances as deemed appropriate by the Board of Directors of the Association (“Unit Sixteen Architectural Guidelines”). During the period of time for which the homes on the Unit Sixteen Lots have been reviewed by the ARB, the Declarant has been in control of the ARB.

3. Pursuant to the provisions of Article V(2)(a) of the Declaration, the Declarant will loose its Class B voting rights and accordingly, the right to appoint the ARB Members prior to the completion of construction of all homes on the Unit Sixteen Lots, Due to the critical importance of assuring the continuing architectural coherence of the homes constructed within Marsh Creek Unit Sixteen, the Declarant has agreed to continue to perform all architectural review of the plans and specifications for the homes to be constructed on the Unit Sixteen Lots, in connection with initial instruction of such homes.

6. Accordingly, the Declarant hereby amends the Declaration and Supplemental Declaration to provide that until the earlier of (i) the completion of construction of a home (as evidenced by the issuance of a certificate of occupancy therefore) for each of the Unit Sixteen Lots, or (ii) such earlier date as Declarant has terminated its rights under this paragraph, all plans and specifications for such initial construction shall be reviewed and approved by the Declarant, subject to the Unit Sixteen Architectural Guidelines, as amended by Declarant from time to time.

5. Except as modified herein all terms and conditions of the Declaration and Unit Sixteen Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

MARSH CREEK DEVELOPMENT
CORPORATION

Print Name Tina E. Downs

By: _____
Gregory J. Babour
Its President

Print Name Lauren L. Owens

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12 day of June, 2002, by Gregory J. Barbour, the President of Marsh Creek Development Corporation, Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida

Lauren L. Owens
Print Name of Notary Public
My commission expires: 11-3-04
My commission no.: CC952724

[Notarial Seal]