

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF
MARSH CREEK HOMEOWNERS ASSN.

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IDENTITY

The following represents a total and complete Amended and Restated Covenants, Conditions and Restrictions of the Marsh Creek Homeowners Association, a corporation not for profit under the laws of the State of Florida. These covenants are adopted for the purpose of governing all properties described on Exhibit A (Lots 2 through 62, 65 through 157, Tracts 171 and 172, MARSH CREEK, according to plat thereof recorded in Plat Book 38, pages 58, 58A, 58B, 58C, 58D and 58E of the current public records of Duval County, Florida.) This amends the Covenants that were originally recorded June 15, 1983 and all amendments thereafter.

RECITALS

The Marsh Creek Homeowner's Association hereby declares that the properties described in Exhibit A shall be subject to the terms and conditions of this Declaration upon recordation of this document. All properties described on Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of the property and which shall run with the title to the property, and shall be binding upon all parties having any right, title or interest in the property or any part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of the Association and each Owner, as those terms are hereinafter defined.

ARTICLE I

DEFINITIONS

SECTION 1. ASSOCIATION. Association shall mean and refer to Marsh Creek Homeowner's Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

SECTION 2. OWNER. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot within Marsh Creek, platted as a Planned Unit Development by the City of Jacksonville, Florida, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. PROPERTIES. Properties shall mean and include the property described in Exhibit A and such additions thereto, as may hereafter be brought within the jurisdiction of the Association.

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SECTION 4. COMMON AREA. Common Area shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit B attached hereto and made a part hereof. The term Common Area shall also include such additional parcels of the Properties as the Association may from time to time designate by filing a declaration in the public records of Jacksonville, Duval County, Florida, describing the additional Common Area.

SECTION 5. LOT. Lot shall mean and refer to any numbered patio home lots shown upon any recorded plats of Marsh Creek, with the exception of the Common Area.

SECTION 6. MORTGAGE. Mortgage means any mortgage or other instrument encumbering any interest in any Lot and the Common Area or any portion thereof, as security for performance of an obligation.

SECTION 7. MORTGAGEE. Mortgagee means the owner of any Mortgage.

SECTION 8. FIRST MORTGAGEE. First Mortgagee means the holder of any Mortgage encumbering a Lot, the lien of which is prior in dignity to all other liens encumbering the same Lot.

SECTION 9. VA. VA means the Veterans Administration.

SECTION 10. RECORDED. Recorded means filed for record in the public records of Jacksonville, Duval County, Florida.

SECTION 11. BOARD OF DIRECTORS. Board of Directors means the Association's Board of Directors.

SECTION 12. PERSON. Person means any natural person or artificial legal entity.

SECTION 13. ARTICLES. Articles shall mean the Articles of Incorporation of the Association.

SECTION 14. DECLARATION. Declaration or Declaration of Covenants and Restrictions or Covenants and Restrictions shall mean this Declaration of Covenants, Conditions and Restrictions.

SECTION 15. ASSOCIATION EXPENSES. Association Expenses shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the Owners thereof.

SECTION 16. OCCUPANT. Occupant shall mean the person or persons other than the owner in possession of a Lot and the improvements thereon.

SECTION 17. ASSESSMENT. Assessment shall mean a share of Association Expenses required for the payment of the Association Expenses that from time to time are assessed against the Lots and the Owners.

SECTION 18. SURPLUS. Surplus shall mean the excess of all receipts of the Association from the Owners and any other income accruing to the Association over and above the amount of Association Expenses.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be pertinent to and pass with the title to every Lot, whether or not the same shall be referred to in any deed conveying title to any Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities within the Common Area by an Owner, for any period during which any assessment against his Lot remains unpaid. Such rights may also be suspended after written notice, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded. A vote of two-thirds of the members shall be required to approve such deed or transfer.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the residing members of his family, his tenants, or contract purchasers who reside on the property. If the owner delegates to tenants or contract purchasers, he waives his right of enjoyment and use of the common area and facilities.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERS. Every Owner that is subject to assessment shall be a member of the Association. Membership shall be mandatory to and may not be separated from ownership of any Lot that is subject to assessment.

SECTION 2. VOTING RIGHTS. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 3. AMPLIFICATION. The performance of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict among this Declaration, the Articles or the By-Laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. COMMON AREA. The Association, subject to the rights of Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, substantial, attractive and sanitary conditions, order and repair. The Association's rights shall extend to and include all parking areas and private streets, if any, situate on the Common Area, as well as that property owned by the City of Jacksonville, Duval County, to the betterment of the subdivision.

SECTION 2. MAINTENANCE OF FRONT YARDS. The Association shall be responsible for the maintenance (mowing and edging) of the front yards of the improved patio home lots from the front corners of the patio homes or other points to be designated by the Association as the beginnings of the front yard area, to the curbs of the public streets dedicated to the City of Jacksonville by plat. The owner shall be responsible for keeping said property in good, clean and attractive condition. No significant alteration of the front yard area may be made without first obtaining the approval of the Association. Cost for the maintenance (mowing and edging) shall be paid from accounts established for this purpose in accordance with Article V, Section 3.

SECTION 3. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with the operation of the Common Area or the enforcement of this Declaration.

SECTION 4. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire, hold and own tangible and intangible personal property and may dispose of the same by sale or otherwise subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

SECTION 5. RULES AND REGULATIONS. The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area. The rules and regulations shall be consistent with the rights and duties established by this Declaration.

SECTION 6. TAXES AND INSURANCE. The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. The insurance policies shall be in the name of the Association and be for the benefit of the Association members and such other parties, as the Association deems proper. The insurance policy or policies shall be in such amounts and subject to such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Area and established by all of the following agencies of the United States Government: VA, Government National Mortgage Association and Federal Home Loan Mortgage Corporation.

SECTION 7. IMPLIED RIGHT. The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

SECTION 8. RESTRICTIONS ON CAPITAL IMPROVEMENTS. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Developer and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds of the votes entitled to be cast.

ARTICLE V

COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual assessments or charges, and (b)

Special assessments for capital improvements and for the purpose of eliminating a deficit, such assessments to be established and collected as herein provided. The Annual and Special Assessments together with penalty, costs and reasonable attorney's fees, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with penalty, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by such successor.

SECTION 2. PURPOSE OF ASSESSMENTS. The Assessment levied by the Association shall be used exclusively to promote the recreational, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area and maintenance (mowing and edging) of the front yards of the patio home lots and for the purpose of enabling the Association: (a) to pay all ad valorem taxes assessed against any property, real or personal, or any interest therein owned by or leased to the Association, and to pay any other taxes payable by the Association: (b) to pay for insurance on any buildings, land, or other improvements owned by or leased to the Association, and public liability insurance as hereinabove provided: (c) to pay for all expenses of operating the Association including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable in the judgment of the Board of Directors: (d) to keep the property owned or leased by the Association neat and attractive or to preserve or enhance the value of the property or to eliminate a fire, health or safety hazard, which in the judgment of the Board of Directors may be of general benefit to the members of the Association: (e) to repay funds together with interest thereon, borrowed by the Association and used for the purposes referred to herein: and (f) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds, as the Board deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. The maximum annual assessment shall be Six Hundred and No/100 Dollars (\$600.00) per Lot.

(a) The maximum annual assessment may be increased each year without a vote of the membership to correspond with either 105% of the maximum assessment for the previous year or with increases in the cost of living index. The choice of the method of determining the maximum annual assessment to include the applicable index, if chosen, and related implementation, shall be selected by the Board of Directors.

(b) The maximum annual assessment may be increased above either 105% of the maximum assessment for the previous year or the increase in the cost of

living index, as chosen by the Board of Directors, by a vote of two-thirds of all members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of all members who are entitled to vote at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a pre-paid annual or less frequent basis after the initial levy. The initial levy of assessment shall be collected at the permanent loan closing and shall include the assessed amount due for the remainder of the then current calendar quarter; provided, that for any closing occurring in the last calendar quarter the assessment for the next calendar quarter shall be collected. If there is no permanent loan closing, then the initial levy shall be made in a manner to be determined by the Board of Directors.

SECTION 7. ANNUAL ASSESSMENTS AND DUE DATES. 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 due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The annual assessments provided for herein as such assessments relate to Lots added to this Declaration shall commence upon filing of the declaration subjecting the Lots to the terms and conditions hereof.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall be charged interest at the rate of 18% per annum presently established by Florida Statute 687.01 or latest publication from the date when due until paid and there shall also be assessed as a late charge 5% of the sum due not to exceed \$25.00. All payments on accounts shall be first applied to late charge, then to costs and

attorney's fees then to interest and then to delinquent assessment payment first due. 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 Area, abandonment of his Lot or declination of contracted Association services.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the Lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to the portions of Marsh Creek, described in Exhibit A attached hereto and made a part hereof. Building and use restrictions have been specified in the PUD Ordinance approved by the Jacksonville Area Planning Commission and enacted by the Jacksonville City Council.

SECTION 1. COMMON AREAS. The following covenants and restrictions shall apply to the Common Area and are intended to insure that from an aesthetic as well as quality standpoint, the Common Area will be maintained in such a manner so as to preserve and enhance the value of adjoining property and to maintain a harmonious relationship with the surrounding structures and the natural vegetation and topography.

(a) No excavation or disturbance of the natural terrain of the Common Area, shall be allowed therein;

(b) No dock or other structure extending into or over the river located in the Common Area shall be constructed;

(c) Fishing with nets in the river located in the Common Area is prohibited.

(d) No object, out of keeping with the Common Area as determined by the Association, shall be located therein;

(e) No plants may be positioned so as to extend into or permitted to grow into the Common Area.

SECTION 2. EASEMENTS FOR ENCROACHMENTS, MAINTENANCE AND DRAINAGE. The Association hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under a strip of land

extending the full length of and along the interior back line of each Lot, and a strip of land extending the full length of and along the interior lines of each lot.

The width of the interior back line easement or interior side line easement shall be five (5) feet or less as measured from the exterior back lot line or measured from the exterior side line to the setback line of the home constructed on the Lot as shown in the final survey prepared for the buyer at closing.

Each Lot shall be subject to the above-described interior back line and interior side line easements for: (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Contractor; and (c) the installation, maintenance and use of water drainage facilities and storm sewers. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to these covenants. In the event any home is partially or totally destroyed, and then rebuilt, the Owners of the adjoining Lots agree that minor encroachments created by reconstruction shall be permitted, and that a valid easement for such encroachments and the maintenance thereof shall exist.

The Association shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The Owners of the Lot subject to the privilege, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to the privileges, rights and easements. All such easements are and shall remain private easements and the sole and the exclusive property of the Association and its successors and assigns.

Each lot owner shall be responsible to maintain the portion of the yard of the adjacent lot that is open to his view and concealed from the view of the said adjacent lot owner.

SECTION 3. GENERAL. The following covenants and restrictions shall apply to all Properties included within Exhibit A; excepting those parcels described on Exhibit B.

(a) Patio home lots shall be used for single-family residential purposes only and businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited.

Without the Approval of the Association the height of the main residence on each single-family patio home shall not have more than two (2) full stories and shall not be more than thirty-five (35) feet above the normal surface of the ground. No building situated on any such lot shall be rented or leased separately from the rental or lease of the entire property.

No patio home residence shall be erected or allowed to remain on any lot unless the square footage area thereof, exclusive of screened porches, garages and

storage rooms, shall equal or exceed one thousand (1,000) square feet; provided, however, that two-story patio homes need only have seven hundred (700) square feet on the ground floor.

(b) Repair, outside of an enclosed garage, of wheeled vehicles of any kind or boats is prohibited. Storage, outside of an enclosed garage, of wheeled vehicles or boats is prohibited.

(c) All homes shall be constructed by a contractor or builder approved by the Board of Directors. Changes in the exterior color schemes of any residence or other buildings, or fence, wall, driveway, swimming pool or other structure or improvement shall not be made without the prior approval of the Architectural Committee of the Association. No addition or alterations to any structure and no alteration of the exterior color of any structure shall be allowed without the Architectural Committee of the Association's approval. No awnings, shades or non-cedar siding may be attached to the exterior of any structure. No exterior windows or doors, including garage doors, may be altered, added or deleted or relocated except where approved by the Architectural Committee of the Association. Roof ventilators, exposed pipes, gutters, down spouts, ease flashing and other exterior vents shall be painted to match adjacent surfaces. No carports shall be permitted, and installation of doors on all garage openings facing the street or Access Easements is required. No garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage.

(d) The maintenance of the grounds of each Lot (whether vacant or occupied) over and above that maintenance to be undertaken by the Association in the front yard shall be undertaken by the Owner in a neat and attractive condition. Upon the failure of any Owner to so maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents or successors and assigns may, after ten (10) days written notice to such Owner, enter upon such Lot and have the grass, woods or other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Lot, enforceable by the Association by any appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such Owner shall be reasonable. Although written notice given as hereinabove provided shall be sufficient to give the Association or its designated committee or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

(e) No fence or other obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, gutter, drainage swale or ditch so as to restrict free access or flow of drainage.

(f) Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence, nor closer than twelve (12) feet to a side street when the residence is situated on a corner lot. No fence or wall shall be erected

nor hedge maintained higher than six feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color and design have been first approved by the Association provided, however, the Association shall have 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 upon any Lot, if the location of same will, in the sole judgment and opinion of the Association, obstruct the vision of the motorists upon any of the streets.

(g) No sign of any character shall be displayed or placed upon any lot except "FOR RENT" or "FOR SALE" signs which signs may refer only to the particular premises on which displayed, (and shall be of material, size, height and design specified by the Association). The Association may enter upon any building plot and summarily remove any signs that do not meet the provisions of this paragraph.

(h) Not more than two dogs, or two cats, or four birds may be kept on a patio home lot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. No other animals may be kept without the approval of the Association. If, in the sole opinion of the Association, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the lot. Birds shall be kept caged at all times.

(i) No wheeled vehicles of any kind, boats, or any other offensive objects may be kept or parked in a state of disrepair between the paved road and single-family patio homes. Said vehicles, boats or objects may be so kept if completely inside a garage attached to the main residence. No occupants private passenger vehicle bearing commercial signs may be parked in such driveways, and other vehicles may be parked in such driveways during the time necessary for pickup and delivery service and guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the time necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in front, back or side yard of any lot. No trailers or recreational vehicles shall be maintained or kept on any lot. The use of car covers on vehicles parked in driveways is prohibited

(j) No window air-conditioning units shall be installed in any window or side of a building that faces a street.

SECTION 4. ALL STRUCTURES TO BE APPROVED BY THE BOARD OF DIRECTORS. For the purpose of further insuring the development of the properties as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Association shall be vested with the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of the size or purpose, shall be placed, erected or allowed to remain on any lot, nor shall any additions to or exterior change, including enclosed garage, or alteration thereto be made, unless and until building plans and specifications covering the same (the building plans and specifications shall show the nature, kind, shape,

height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and approximate square footage, and contain a construction schedule and such other information as the Board of Directors shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot) have been submitted to and approved by the Board of Directors in writing. The Board of Directors shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot grading and landscaping plans, the Board of Directors may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. Building designs using natural materials having earth tones are encouraged by the Board of Directors. No plans and specifications shall be approved unless suitable sidewalks and landscaping are provided. Builders shall be responsible for landscaping, including providing ground cover and erosion control on the Lots themselves and the areas between front Lot lines and streets. The builders of patio homes shall follow all guidelines, conditions and stipulations set forth under the terms of the PUD authorized by the City of Jacksonville, Florida. Any request for approval not approved or denied by the Board of Directors within sixty (60) days of submission shall be considered automatically approved and no further approval shall be necessary.

SECTION 5. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the Electric Authority through underground primary service lines running to transformers. The Developer has provided an underground conduit to serve each Lot, extending from the point of applicable transformer to a point at or near a Lot line, and such conduit to each Lot shall become and remain the property of the Owner of the Lot. Each owner requiring an original or additional electric service shall be responsible to complete at his expense in the secondary electric service conduits, wires, (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence on the Lot and all of the same shall be and remain the property of the Owner of each Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence on his Lot.

SECTION 6. NO SHED, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot.

SECTION 7. AERIALS AND ANTENNAS. No radio or television aerial, antenna or dish receivers nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot occupied by a building unless and until the location, size and design thereof shall have been approved by the Architectural Committee of the Association.

SECTION 8. MAIL BOXES. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Architectural Committee of the Association.

SECTION 9. NO OFFENSIVE ACTIVITIES. No illegal, noxious, or offensive activity shall be permitted or carried on to any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of the Properties. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Properties, Common Areas, or road rights-of-way. No commercial uses, including home occupations, will be allowed without the approval of the Association.

SECTION 10. WELL LIMITATION; WATER SUPPLY. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Architectural Committee of the Association. The central water system operated for Jacksonville will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot (except water used for yard, garden, swimming pool or air conditioning purposes) including, but not limited to, water for all water spigots and outlets located within and without all buildings. Each Owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

SECTION 11. SEWAGE DISPOSAL. The Contractor, at the Owners' expense, shall connect the sewage disposal line to the sewer collection line provided to serve the Lots so as to comply with the requirements of such sewage collection and disposal service of the local utility. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. The local utility has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein except as set forth hereafter. All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by the local utility. No water from air-conditioning systems or swimming pools or non domestic drains shall be disposed of through the lines of the sewage system except where special rate provisions have been made with the utility company. The local utility company has a nonexclusive and perpetual easement and right in, to, over and under any and all public drives, public roads and lanes as shown on the plat and in, to, over, upon and across those portions of the Lots which are shown on the plat as "Easement for Utilities" for the installation, maintenance and operation of water and sewer lines, pipes and appurtenances.

SECTION 12. WATER AND SEWAGE REGULATIONS. All Lots are subject to all rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the local utility.

ARTICLE VII

MISCELLANEOUS

SECTION 1. ENFORCEMENT. The Board of Directors, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Provisions of this Declaration. Failure by the Board of Directors 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.

SECTION 2. APPROVAL OF HOMEOWNERS ASSOCIATION. Wherever in these Covenants, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Association by registered mail with return receipt requested. In the event that the Association fails to act on any such written request within sixty (60) days after the same has been submitted, the consent or approval of the Association of the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants and Restrictions herein contained.

SECTION 3. AMENDMENTS OR VIOLATION RELEASE. The Association reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (b) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting, the foregoing, violations of the building restriction lines and provisions hereof relating thereof) if the Association in its sole judgment determines such violations to be a minor or insubstantial one; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot.

SECTION 4. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS. This declaration may be amended at a regular or special meeting of the members by the assent of two thirds (2/3) of the membership of the Association present in person or by proxy that are entitled to vote.

SECTION 5. SEVERABILITY. Invalidation of any one of these Covenants or Restrictions by judgment or court orders shall in not affect any other provisions that shall remain in full force and effect.

SECTION 6. AMENDMENT. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

SECTION 7. ANNEXATION. Additional residential property and Common Area may be annexed to the properties described on Exhibit A with the consent of two-

thirds (2/3) of the votes of members who are entitled to vote. This provision is not to be construed as requiring voter consent for the annexation of properties included within Exhibit A. The addition or annexation shall occur automatically within the sole discretion of the Association upon the recordation of a declaration imposing the structures of this document upon the annexed property.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of November 7, 2002.

Signed, Sealed and Delivered
In our Presence:

Marilyn O'Connell

William J. Bank

James Bergman

MARSH CREEK HOMEOWNER'S
ASSOCIATION

By: Hugh Harvin

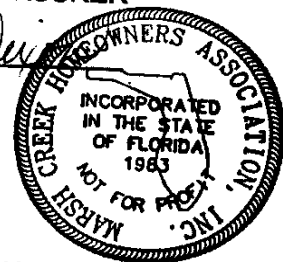
PRESIDENT

Mamie L. Davis

VICE PRESIDENT/TREASURER

Linda H. Dixon

SECRETARY



STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the above signed authority, personally appeared HUGH HARVIN, MAMIE L. DAVIS and LINDA DIXON, to me well known and known to me to be the President, Vice President/Treasurer and Secretary of Marsh Creek Homeowners Association, and who, being by me first duly sworn, stated on oath that they executed the above and foregoing Covenants, Conditions and Restrictions for Marsh Creek for the uses and purposes therein expressed and as the respective corporate officers duly authorized so to do.

WITNESS my hand and official seal this 7th day of November, 2002.

Nancy Carol Fritch
Notary Public, State of Florida

My Commission expires:



Nancy Carol Fritch
My Commission CC903537
Expires January 19, 2004

EXHIBIT A

Lots 2 through 62, 65 through 157, Tracts 171 and 172, MARSH CREEK, according to plat thereof recorded in Plat Book 38, pages 58, 58A, 58B, 58C, 58D, and 58E, of the current public records of Duval County, Florida

EXHIBIT B

Tracts 171 and 172, MARSH CREEK, according to plat thereof recorded in Plat Book 38, pages 58, 58A, 58B, 58C, 58D, and 58E, of the current public records of Duval County, Florida.

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
OF
MARSH CREEK HOMEOWNERS ASSOCIATION, INC.**

IDENTITY

The following represents a total and complete Amended and Restated Covenants, Conditions and Restrictions of the Marsh Creek Homeowners Association, a corporation not for profit under the laws of the State of Florida. These covenants are adopted for the purpose of governing all properties described on Exhibit A (Lots 2 through 62, 65 through 157, Tracts 171 and 172, MARSH CREEK, according to plat thereof recorded in Plat Book 38, pages 58, 58A, 58B, 58C, 58D and 58E of the current public records of Duval County, Florida.) This amends the Covenants that were originally recorded June 15, 1983 in O. R. Book 5663, page 1190 and subsequently amended December 31, 1984 in O.R. Book 5919, page 822 and re-recorded in O.R. Book 5924, page 822 and also, amended November 19, 1991, in O.R. Book 7524, page 0949, and March 3, 1996, in O.R. Book 8301 page 1835, and November 7, 2002 recorded January 22, 2003 in O.R. Book 10877, page 2346-2360 all of which have been recorded in the Current Public Records of Duval County, Florida.

RECITALS

The Marsh Creek Homeowner's Association hereby declares that the properties described in Exhibit A shall be subject to the terms and conditions of this Declaration upon recordation of this document. All properties described on Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of the property and which shall run with the title to the property, and shall be binding upon all parties having any right, title or interest in the property or any part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of the Association and each Owner, as those terms are hereinafter defined.

**ARTICLE I
DEFINITIONS**

SECTION 1. ASSOCIATION. Association shall mean and refer to Marsh Creek Homeowner's Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

SECTION 2. OWNER. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot within Marsh Creek, platted as a Planned Unit Development by the City of Jacksonville, Florida, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. PROPERTIES. Properties shall mean and include the property described in Exhibit A and such additions thereto, as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. COMMON AREA. Common Area shall mean all real property (including

improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit B attached hereto and made a part hereof. The term Common Area shall also include such additional parcels of the Properties as the Association may from time to time designate by filing a declaration in the public records of Jacksonville, Duval County, Florida, describing the additional Common Area.

SECTION 5. LOT. Lot shall mean and refer to any numbered patio home lots shown upon any recorded plats of Marsh Creek, with the exception of the Common Area.

SECTION 6. MORTGAGE. Mortgage means any mortgage or other instrument encumbering any interest in any Lot and the Common Area or any portion thereof, as security for performance of an obligation.

SECTION 7. MORTGAGEE. Mortgagee means the owner of any Mortgage.

SECTION 8. FIRST MORTGAGEE First Mortgagee means the holder of any Mortgage encumbering a Lot, the lien of which is prior in dignity to all other liens encumbering the same Lot.

SECTION 9. VA. VA means the Veterans Administration.

SECTION 10. RECORDED. Recorded means filed for record in the public records of Jacksonville, Duval County, Florida.

SECTION 11. BOARD OF DIRECTORS. Board of Directors means the Association's Board of Directors.

SECTION 12. PERSON. Person means any natural person or artificial legal entity.

SECTION 13. ARTICLES. Articles shall mean the Articles of Incorporation of the Association.

SECTION 14. DECLARATION. Declaration or Declaration of Covenants and Restrictions or Covenants and Restrictions shall mean this Declaration of Covenants, Conditions and Restrictions.

SECTION 15. ASSOCIATION EXPENSES. Association Expenses shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the Owners thereof.

SECTION 16. OCCUPANT. Occupant shall mean the person or persons other than the owner in possession of a Lot and the improvements thereon.

SECTION 17. ASSESSMENT. Assessment shall mean a share of Association Expenses required for the payment of the Association Expenses that from time to time are assessed against the Lots and the Owners.

SECTION 18. SURPLUS. Surplus shall mean the excess of all receipts of the Association from the Owners and any other income accruing to the Association over and above the amount of Association Expenses.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term

"including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II
PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be pertinent to and pass with the title to every lot, whether or not the same shall be referred to in any deed conveying title to any Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities within the Common Area by an Owner, for any period during which, any assessment against his/her Lot remains unpaid. Such rights may also be suspended after written notice, for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded. A vote of two-thirds of the members shall be required to approve such deed or transfer.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the residing members of his family, his tenants, or contract purchasers who reside on the property. If the owner delegates to tenants or contract purchasers, he waives his right of enjoyment and use of the common area and facilities.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERS. Every Owner that is subject to assessment shall be a member of the Association. Membership shall be mandatory to and may not be separated from ownership of any Lot that is subject to assessment.

SECTION 2. VOTING RIGHTS. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 3. AMPLIFICATION. The performance of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any

conflict among this Declaration, the Articles or the By-Laws, this Declaration shall control.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. COMMON AREA. The Association, subject to the rights of Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, substantial, attractive and sanitary conditions, order and repair. The Association's rights shall extend to and include all parking areas and private streets, if any, situate on the Common Area, as well as that property owned by the City of Jacksonville, Duval County, to the betterment of the subdivision.

SECTION 2. MAINTENANCE OF FRONT YARDS. The Association shall be responsible for the maintenance (mowing and edging) of the front yards of the improved patio home lots from the front corners of the patio homes or other points to be designated by the Association as the beginnings of the front yard area, to the curbs of the public streets dedicated to the City of Jacksonville by plat. The owner shall be responsible for keeping said property in good, clean and attractive condition. No significant alteration of the front yard area may be made without first obtaining the approval of the Association. Cost for the maintenance (mowing and edging) shall be paid from accounts established for this purpose in accordance with Article V, Section 3.

SECTION 3. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with the operation of the Common Area or the enforcement of this Declaration.

SECTION 4. PERSONAL PROPERTY FOR COMMON USE: The Association may acquire, hold and own tangible and intangible personal property and may dispose of the same by sale or otherwise subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

SECTION 5. RULES AND REGULATIONS. The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area. The rules and regulations shall be consistent with the rights and duties established by this Declaration.

SECTION 6. TAXES AND INSURANCE. The Association shall at all times pay the real property and ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed, against the property owned by the Association.

The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. The insurance policies shall be in the name of the Association and be for the benefit of the Association members and such other parties, as the Association deems proper. The insurance policy or policies shall be in such amounts and subject to such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent

with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any; applicable to the Common Area and established by all of the following agencies of the United States Government: VA, Government National Mortgage Association and Federal Home Loan Mortgage Corporation.

SECTION 7. IMPLIED RIGHT. The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

SECTION 8. RESTRICTIONS ON CAPITAL IMPROVEMENTS. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Developer and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds of the votes entitled to be cast.

ARTICLE V COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT. Each Owner of any Lot hereby covenants by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual assessments or charges, and (b) Special assessments for capital improvements and for the purpose of eliminating a deficit, such assessments to be established and collected as herein provided. The Annual and Special Assessments together with penalty, costs and reasonable attorney's fees, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with penalty, costs and attorney's fees shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by such successor.

SECTION 2. PURPOSE OF ASSESSMENTS. The Assessment levied by the Association shall be used exclusively to promote the recreational, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area and maintenance (mowing and edging) of the front yards of the patio home lots and for the purpose of enabling the Association: (a) to pay all ad valorem taxes assessed against any property, real or personal, or any interest therein owned by or leased to the Association, and to pay any other taxes payable by the Association: (b) to pay for insurance on any buildings, land, or other improvements owned by or leased to the Association, and public liability insurance as hereinabove provided: (c) to pay for all expenses of operating the Association including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable in the judgment of the Board of Directors: (d) to keep the property owned or leased by the Association neat and attractive or to preserve or enhance the value of the property or to eliminate a fire, health or safety hazard, which in the judgment of the Board of Directors may be of general benefit to the members of the Association: (e) to repay funds together with interest thereon, borrowed by the Association and used for the purposes referred to herein: and (f) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors to allocate or apportion the funds

collected pursuant hereto or expenditures there from among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or un-invested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. The maximum annual assessment shall be Six Hundred and No/100 Dollars (\$600.00) per Lot.

(a) The maximum annual assessment may be increased each year without a vote of the membership to correspond with either 105% of the maximum assessment for the previous year or with increases in the cost of living index. The choice of the method of determining the maximum annual assessment to include the applicable index, if chosen, and related implementation, shall be selected by the Board of Directors.

(b) The maximum annual assessment may be increased above either 105% of the maximum assessment for the previous year or the increase in the cost of living index, as chosen by the Board of Directors, by a vote of two-thirds of all members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of all members who are entitled to vote at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At any such meeting called the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a pre-paid annual or less frequent basis after the initial levy. The initial levy of assessment shall be collected at the permanent loan closing and shall include the assessed amount due for the remainder of the then current calendar quarter; provided, that for any closing occurring in the last calendar quarter the assessment for the next calendar quarter shall be collected. If there is no permanent loan closing, then the initial levy shall be made in a manner to be determined by the Board of Directors.

SECTION 7. ANNUAL ASSESSMENTS AND DUE DATES. 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 due dates shall be established by the Board of Directors. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The annual assessments provided for herein as such assessments relate to Lots added to this Declaration shall commence upon filing of the declaration subjecting the Lots to the terms and conditions hereof.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall be charged interest at the rate of 18% per annum presently established by Florida Statute 687.01 or latest publication from the date when due until paid and there shall also be assessed as a late charge 5% of the sum due not to exceed \$25.00, each billing period which is quarterly. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687 and is not a fine. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and all costs and attorney's fees shall be charged to the delinquent homeowner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his/her Lot or declination of contracted Association services.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the Lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu thereof shall extinguish the Lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or, from the lien thereof.

ARTICLE VI COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to the portions of Marsh Creek, described in Exhibit A attached hereto and made a part hereof. Building and use restrictions have been specified in the PUD Ordinance approved by the Jacksonville Area Planning Commission and enacted by the Jacksonville City Council.

SECTION 1. COMMON AREAS. The following covenants and restrictions shall apply to the Common Area and are intended to insure that from an aesthetic as well as quality standpoint, the Common Area will be maintained in such a manner so as to preserve and enhance the value of adjoining property and to maintain a harmonious relationship with the surrounding structures and the natural vegetation and topography.

- (a) No excavation or disturbance of the natural terrain of the Common Area shall be allowed therein;
- (b) No dock or other structure extending into or over the river located in the Common Area shall be constructed;
- (c) Fishing with nets in the river located in the Common Area is prohibited.
- (d) No object, out of keeping with the Common Area as determined by the Association,

shall be located therein;

(e) No plants may be positioned so as to extend into or permitted to grow into the Common Area.

SECTION 2. EASEMENTS FOR ENCROACHMENTS, MAINTENANCE AND DRAINAGE. The Association hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under a strip of land extending the full length of and along the interior back line of each Lot, and a strip of land extending the full length of and along the interior lines of each lot.

The width of the interior back line easement or interior side line easement shall be five (5) feet or less as measured from the exterior back lot line or measured from the exterior side line to the setback line of the home constructed on the Lot as shown in the final survey prepared for the buyer at closing.

Each Lot shall be subject to the above-described interior back line and interior side line easements for; (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Contractor; and (c) the installation, maintenance and use of water drainage facilities and storm sewers. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to these covenants. In the event any home is partially or totally destroyed, and then rebuilt, the Owners of the adjoining Lots agree that minor encroachments created by reconstruction shall be permitted, and that a valid easement for such encroachments and the maintenance thereof shall exist.

The Association shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The Owners of the Lot subject to the privilege, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to the privileges, rights and easements. All such easements are and shall remain private easements and the sole and the exclusive property of the Association and its successors and assigns.

Each lot owner shall be responsible to maintain the portion of the yard of the adjacent lot that is open to his view and concealed from the view of the said adjacent lot owner.

SECTION 3. GENERAL. The following covenants and restrictions shall apply to all Properties included within Exhibit A; excepting those parcels described on Exhibit B.

(a) Patio home lots shall be used for single-family residential purposes only and businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited.

Without the Approval of the Association the height of the main residence on each single-family patio home shall not have more than two (2) full stories and shall not be more than thirty-five (35) feet above the normal surface of the ground. No building situated on any such lot shall be rented or leased separately from the rental or lease of the entire property.

No patio home residence shall be erected or allowed to remain on any lot unless the

square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed one thousand (1,000) square feet; provided, however, that two-story patio homes need only have seven hundred (700) square feet on the ground floor.

(b) Repair, outside of an enclosed garage, of wheeled vehicles of any kind or boats is prohibited. Storage, outside of an enclosed garage, of wheeled vehicles or boats is prohibited.

(c) All homes shall be constructed by a contractor or builder approved by the Board of Directors. Changes in the exterior color schemes of any residence or other buildings, or fence, wall, driveway, swimming pool or other structure or improvement shall not be made without the prior approval of the Architectural Committee of the Association. No addition or alterations to any structure and no alteration of the exterior color of any structure shall be allowed without the Architectural Committee of the Association's approval. No awnings, shades or siding other than cedar or Hardie (Hardy) Board may be attached to the exterior of any structure. Hurricane shutters may be added if type and style are approved by the Architectural Committee and the Board of Directors. No exterior windows or doors, including garage doors, may be altered, added or deleted or relocated except where approved by the Architectural Committee of the Association. Roof ventilators, exposed pipes, gutters, down spouts, ease flashing and other exterior vents shall be painted to match adjacent surfaces. No carports shall be permitted, and installation of doors on all garage openings facing the street or Access Easements is required. No garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage.

(d) The maintenance of the grounds of each Lot (whether vacant or occupied) over and above that maintenance to be undertaken by the Association in the front yard shall be undertaken by the Owner in a neat and attractive condition. Upon the failure of any Owner to so maintain his/her Lot (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents or successors and assigns may, after fourteen (14) days written notice to such Owner, enter upon such Lot and have the grass, woods or other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed there from. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Lot, enforceable by the Association by any appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such Owner shall be reasonable. Although written notice given as hereinabove provided shall be sufficient to give the Association or its designated committee or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

(e) No fence or other obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, gutter, drainage swale or ditch so as to restrict free access or flow of drainage.

(f) Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence. The exception: No fence, hedge or walls shall be closer to the front of the lot than the back line of the neighboring residence that has a zero "0" lot line. No fence, hedge or walls may be closer than twelve (12) feet to a side street when the residence is situated on a

corner lot. Privacy fences can be natural wood, or tan vinyl material. No fence or wall shall be erected nor hedge maintained higher than six feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color, design and location have been first approved in writing by the Architectural Committee and the Board of Directors of the Association. The Association shall have 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 upon any Lot, if the location of same will, in the sole judgment and opinion of the Association, obstruct the vision of the motorists upon any of the streets. Currently installed decks, fences and other structures that do not meet the standards of these amended Covenants are grandfathered in for current owners only. Effective immediately, however, any replacement of these decks, fences and structures must be properly approved by the Board of Directors and shall meet these new standards. Also, the conveyance of the property to a new owner, shall include a review of the property for compliance and requirement that all decks, fences and other structures be brought up to the standards of these amended Covenants.

(g) No sign of any character shall be displayed or placed upon any lot except "FOR RENT" or "FOR SALE" signs which signs may refer only to the particular premises on which displayed, (and shall be of material, size, height and design specified by the Association). The Association may enter upon any building plot and summarily remove any signs that do not meet the provisions of this paragraph.

(h) Not more than two dogs, or two cats, or four birds may be kept on a patio home lot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. No other animals may be kept without the approval of the Association. If, in the sole opinion of the Association, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the Lot. Birds shall be kept caged at all times. All dogs and cats shall be secured on resident's premises and leashed at all other time according to related local Municipal City Ordinances Sec. 462.101, 462.102, 462.303, 462.304 and 462.307.

(i) No wheeled vehicles of any kind, boats, or any other offensive objects may be kept or parked in a state of disrepair between the paved road and single-family patio homes. Said vehicles, boats or objects may be so kept if completely inside a garage attached to the main residence. No occupant's private passenger vehicle bearing commercial signs may be parked in the driveway on the building lot. Vehicles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the time necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in front, back or side yard of any lot. No trailers or recreational vehicles shall be maintained or kept on any lot. The use of car covers on vehicles parked in driveways is prohibited.

(j) No window air-conditioning units shall be installed in any window or side of a building that faces a street.

SECTION 4. ALL STRUCTURES TO BE APPROVED BY THE BOARD OF DIRECTORS. For the purpose of further insuring the development of the properties as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Association shall be vested with the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No residence or

other building, and no building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of the size or purpose, shall be placed, erected or allowed to remain on any lot, nor shall any additions to or exterior change, including enclosed garage, or alteration thereto be made, unless and until building plans and specifications covering the same (the building plans and specifications shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and approximate square footage, and contain a construction schedule and such other information as the Board of Directors shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot) have been submitted to and approved by the Board of Directors in writing. The Board of Directors shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot grading and landscaping plans, the Board of Directors may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. Building designs using natural materials having earth tones are encouraged by the Board of Directors. No plans and specifications shall be approved unless suitable sidewalks and landscaping are provided. Builders shall be responsible for landscaping, including providing ground cover and erosion control on the Lots themselves and the areas between front Lot lines and streets. The builders of patio homes shall follow all guidelines, conditions and stipulations set forth under the terms of the PUD authorized by the City of Jacksonville, Florida. Any request for approval not approved or denied by the Board of Directors within sixty (60) days of submission shall be automatically denied and must be re-submitted for further action.

SECTION 5. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the Electric Authority through underground primary service lines running to transformers. The Developer has provided an underground conduit to serve each Lot, extending from the point of applicable transformer to a point at or near a Lot line, and such conduit to each Lot shall become and remain the property of the Owner of the Lot. Each owner requiring an original or additional electric service shall be responsible to complete at his expense in the secondary electric service conduits, wires, (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence on the Lot and all of the same shall be and remain the property of the Owner of each Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence on his Lot.

SECTION 6. NO SHED, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot.

SECTION 7. AERIALS AND ANTENNAS. No radio or television aerial, antenna or dish receivers nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot occupied by a building unless and until the location, size and design thereof shall have been approved in writing by the Board of Directors of the Association.

SECTION 8. MAIL BOXES. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Architectural Committee of the Association.

SECTION 9. NO OFFENSIVE ACTIVITIES. No illegal, noxious, or offensive activity shall be permitted or carried on to any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of the Properties. No fires for burning trash, leaves, and clippings or other debris or refuse shall be permitted to be on any part of the Properties, Common Areas, or road rights-of-way. No commercial uses, including home occupations, will be allowed without the approval of the Association.

SECTION 10. WELL LIMITATION; WATER SUPPLY. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Architectural Committee of the Association. The central water system operated for Jacksonville will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot (except water used for yard, garden, swimming pool or air conditioning purposes) including, but not limited to, water for all water spigots and outlets located within and without all buildings. Each Owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

SECTION 11. SEWAGE DISPOSAL. The Contractor, at the Owners' expense, shall connect the sewage disposal line to the sewer collection line provided to serve the Lots so as to comply with the requirements of such sewage collection and disposal service of the local utility. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. The local utility has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein except as set forth hereafter. All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by the local utility. No water from air-conditioning systems or swimming pools or non domestic drains shall be disposed of through the lines of the sewage system except where special rate provisions have been made with the utility company. The local utility company has a nonexclusive and perpetual easement and right in, to, over and under any and all public drives, public roads and lanes as shown on the plat and in, to, over, upon and across those portions of the Lots which are shown on the plat as "Easement for Utilities" for the installation, maintenance and operation of water and sewer lines, pipes and appurtenances.

SECTION 12. WATER AND SEWAGE REGULATIONS. All Lots are subject to all rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the local utility.

ARTICLE VII
MISCELLANEOUS

SECTION 1. ENFORCEMENT.

(a) In the event of a violation by any Owner or his or her family members, guests, invitees, lessees and their family members, guests, and invitees; and his or her or its tenants,

licensees, guest, invitees and sub-tenants of any of the provisions of the Governing Documents or Restrictions set forth by the Association, the Association shall notify the Member/Owner of the violation by written notice. If the violation is not cured, as soon as practicable, and in any event, no later than fourteen (14) days after the receipt of the written notice, or if the Member/Owner fails to commence, within said fourteen (14) day period, and diligently proceeds to completely cure the violation, the Association may, at its option:

(i) Commence an action to enforce the performance on the part of the Member/Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and or:

(ii) Commence an action at law to recover damages.

(iii) Take any and all action reasonably necessary to correct such violation, such action may include, but is not limited to, fines of not less than \$100 for each violation and occurrence and shall be cumulative, up to \$1,000; perform any maintenance required to be performed, including the right to enter upon the Lot of the Owner to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Document or any restriction set forth by the Board of Directors.

(b) A fine may not be imposed without at least a fourteen (14) day written notice to the person sought to be fined and an opportunity for a hearing before a special committee of at least three (3) Association Members appointed by the Board of Directors. The committee members shall not be employees of the Association, or the spouse, parent, child, brother, sister, or in-law of an Officer or Director of the Association. If the committee, by a majority vote, does not approve a proposed fine, it may not be imposed. Persons failing to appear before a committee may be fined in absentia. The Secretary of the Association shall notify the Person, by written notice, of the date, time and location of the committee meeting.

The hearing of the alleged violator shall be held in executive session and closed to the membership pursuant to this notice affording the Member privacy and a reasonable opportunity to be heard. Prior to the effectiveness of any fine hereunder proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed.

(c) All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment, as defined in Article V, Section 4 of these Covenants and Restrictions, assessed against the applicable Owner, and shall be due upon written demand of the Association.

(d) Right Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

(e) Unless otherwise provided, all notice, demands, bills, statements or other communications under these Covenants and Restrictions shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, with postage prepaid.

SECTION 2. APPROVAL OF HOMEOWNERS ASSOCIATION. Wherever in these Covenants, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Association by registered mail with return receipt requested. In the event that the Association fails to act on any such written request within sixty (60) days after the same has been submitted, the consent or approval of the Association of the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants and Restrictions herein contained.

SECTION 3. AMENDMENTS OR VIOLATION RELEASE. The Association reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (b) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting, the foregoing, violations of the building restriction lines and provisions hereof relating thereof) if the Association in its sole judgment determines such violations to be a minor or insubstantial one; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot.

SECTION 4. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS. This declaration may be amended at a regular or special meeting of the members by the assent of two thirds (2/3) of the membership of the Association present in person or by proxy that are entitled to vote.

SECTION 5. SEVERABILITY. Invalidation of anyone of these Covenants or Restrictions by judgment or court orders shall not affect any other provisions that shall remain in full force and effect.

SECTION 6. AMENDMENT. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

SECTION 7. ANNEXATION. Additional residential property and Common Area may be annexed to the properties described on Exhibit A with the consent of two-thirds (2/3) of the votes of members who are entitled to vote. This provision is not to be construed as requiring voter consent for the annexation of properties included within Exhibit A. The addition or annexation shall occur automatically within the sole discretion of the Association upon the recordation of a declaration imposing the structures of this document upon the annexed property.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of 5-10, 2010.

Signed, Sealed and Delivered in our Presence:

MARSH CREEK HOMEOWNERS ASSOCIATION, INC.

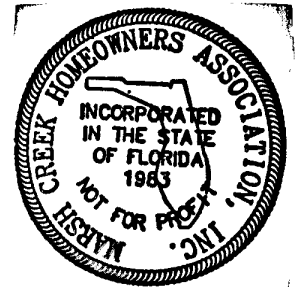
[Signature] JOSEPH SCHEWONKA
[Signature] Staci R. [Signature]

Anita L. Rimmer
PRESIDENT

Carolyn Stoner
VICE PRESIDENT/TREASURER

[Signature] KRISTINE ELKOURI

Anne H. Hancock
SECRETARY



STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the above signed authority, personally appeared ANITA RIMMER, CAROLYN STONER and ANNE HANCOCK, to me well known and known to me to be the President, Vice President/Treasurer and Secretary of Marsh Creek Homeowners Association, Inc. and who, being by me first duly sworn, stated on oath that they executed the above and foregoing Covenants, Conditions and Restrictions for Marsh Creek for the uses and purposes therein expressed and as the respective corporate officers duly authorized so to do.

WITNESS my hand and official seal this 5-10-, 2010.

[Signature]
Notary Public, State of Florida

Yury Grigoryev
Print Notary Name

My Commission expires: 6-23-2012

My Commission Number: 10 800262

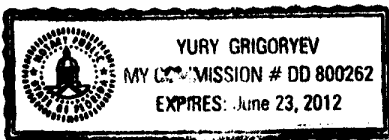


EXHIBIT A

Lots 2 through 62, 65 through 157, Tracts 171 and 172, MARSH CREEK, according to plat thereof recorded in Plat Book 38, pages 58, 58A, 58B, 58C, 58D, and 58E, of the current public records of Duval County, Florida.

EXHIBIT B

Tracts 171 and 172, MARSH CREEK, according to plat thereof recorded in Plat Book 38, pages 58, 58A, 58B, 58C, 58D, and 58E, of the current public records of Duval County, Florida.