OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for ANDOVER PLACE UNIT ONE AND ANDOVER PLACE UNIT TWO

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, SUMMERHOMES INCORPORATED, a Florida corporation (the "Developer"), is the owner in fee simple of all lots located in Andover Place Unit One according to plat thereof as recorded in Plat Book 45, page 40 et seq., in the public records of Duval County, Florida, and the land described in Exhibit "A" annexed hereto which Developer intends to include within a plat of Andover Place Unit Two (collectively, the "Lots"); and

WHEREAS, Developer desires to subject the Lots to certain covenants and restrictions which are intended to run with the title to the Lots;

NOW, THEREFORE, in consideration of the premises and the mutual benefits accruing to each of the Lots from these restrictions, the Developer does, for itself, its successors and assigns, impose the following covenants and restrictions on each of the Lots:

ARTICLE 1
DEFINITIONS

The following terms shall have the meanings set forth below:

1.1 Association means the homeowners' association created pursuant to Article 5 hereof.

1.2 Building Plot means a plot of land consisting of Lots which are adjacent and contiguous to each other, each Lot bearing the same number, followed by a capital letter. (For example, Lots 1A, 1B, 1C, 1D, 1E and 1F of Andover Place Unit One constitute one Building Plot.) There are 15 Building Plots on the land shown on the Plat of Andover Place Unit One.

1.3 Developer means Summerhomes Incorporated, a Florida corporation.

RECORD AND RETURN TO:

THIS INSTRUMENT WAS PREPARED BY:
JAMES S. TAYLOR of
ULMER, MURCHISON, ASHBY & TAYLOR
P. O. BOX 479
1500 FIRST UNION BUILDING
JACKSONVILLE, FLORIDA 32202

OFFICIAL RECORDS

1.4 Living Unit means a portion of a Multi-Family Residential Building designed and intended for use and occupancy as a single-family residence, each such Living Unit being situated on a Lot.

1.5 Lot means each of the separate lots shown on the Plat. Each Lot is identified by a number, followed by a capital letter.

1.6 Multi-Family Residential Building means a building constructed on a Building Plot.

1.7 Owner means the record owner, whether one or more persons or entities, of a fee simple title to any Lot but does not include anyone having interest merely as security for the performance of an obligation.

1.8 Party Wall means a common wall which is built as part of the original construction of the Multi-Family Residential Building and is intended to be placed on the dividing line (whether or not such wall is actually built on the dividing line) between Lots constituting the same Building Lot.

1.9 Plat means the plat of Andover Place Unit One recorded in Plat Book 28, page 40 et seq., of the public records of Duval County, Florida. The plat of Andover Place Unit Two, when placed of record, shall be included within the definition of Plat.

1.10 Common Area or Common Areas means the real property (including improvements thereon) designated as Tract A on the Plat which, upon conveyance to the Association, shall be owned by the Association for the common use and enjoyment of the Owners.

1.11 Board of Directors means the Board of Directors of the Association.

1.12 Declaration means this Declaration of Covenants, Conditions and Restrictions applicable to the Lots and Common Area.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of a 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 Lots and the improvements constructed thereon by providing a plan for the development, use and enjoyment thereof. The headings used herein are for convenience only and shall not be used as a means of interpretation or construing the substantive provisions hereof.

ARTICLE 2
RESTRICTIONS ON USE

2.1 Residential Uses. Each Lot is restricted to use as a single-family residence.

2.2 Size of Unit. No Living Unit shall contain less than 800 square feet of heated floor area. In addition, each Living Unit shall include an enclosed garage. The enclosed garage shall be used for the parking of automobiles and no automobiles regularly used by a resident of a Living Unit shall be parked on any street in the subdivision unless there is an automobile parked in such enclosed garage.

2.3 Land Use Regulations. No Multi-Family Residential Building shall be located on any Building Plot in violation of land use regulations of the City of Jacksonville, Florida. The Developer shall have the right to determine in the first instance the facing of any Multi-Family Residential Building and such determination shall be final.

2.4 Subdivision of Lot. No Lot shall be subdivided.

2.5 Exterior Structures. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot until the plans and specifications showing the nature, kind, shape, height, size, material and location of the same shall have been submitted to and approved in writing by the Association. In making a determination as to whether such improvement will be approved, the Association shall consider the design and color scheme in relation to surrounding structures, the structural design and location in relation to surrounding structures and topography. No lawn decorations such as (but not limited to) planter boxes, statuary, bird baths, fountains and the like are permitted without approval of the Association.

2.6 Exterior Alterations. No additions or exterior alterations to any Living Unit as originally constructed shall be allowed without the written approval of the Association. No enclosed garage area shall be converted into living space.

2.7 Exterior Changes. No change in the original exterior color or materials of any Living Unit shall be allowed without the written approval of the Association and of all other owners of Living Units within the same Multi-Family Residential Building.

2.8 Exterior Awnings; Window Coverings. No awnings, shade or other extraneous fixtures or decorations shall be attached to

the exterior of any Living Unit and no exterior windows or doors may be altered, added, deleted or relocated without the written approval of the Association. No window covering or window treatment (including drapes, curtains, shutters and the like) shall be permitted in any window where there is any color visible from the outside of the Living Unit except white or light cream color.

2.9 Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or removable building or structure of any kind shall be erected or permitted to remain on any Lot. This paragraph shall not prevent the use of a temporary building during the period of actual construction of a Multi-Family Residential Building and other improvements permitted hereunder nor the use of adequate sanitary toilet facilities for workers during the course of such construction. Likewise, the Developer may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Lot and may maintain such sales offices as may be necessary for the conduct of sales within the subdivision.

2.10 Exterior Signs. No sign of any character shall be displayed upon or permitted to remain on 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 as approved by the Association. The Association may enter upon any Lot and summarily remove any sign which violates the provisions of this paragraph. Such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any wise for damages on account thereof. Nothing herein shall prevent the Developer from erecting or maintaining such commercial and display signs as may be necessary for development or sales purposes.

2.11 Clotheslines. No clothing or other household fabric shall be hung in the open on any Lot.

2.12 Mailboxes; Paperboxes. No mailbox or paperbox or other receptacle of any kind designed for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Lot except for the "Neighborhood Collection and Delivery Box Units" or equivalent provided by the United States Postal Service.

2.13 Offensive Activities. No illegal, noxious or offensive activities shall be permitted or carried on on any Lot or any part thereof, nor shall anything be permitted to be 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 Lot or any part thereof. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on

any Lot or any part thereof or road right-of-way adjacent thereto. No mechanical repairs on any vehicle shall be permitted on any Lot or any road right-of-way within the Plat except minor repairs that are completed within a two-hour period.

2.14 Pets. Not more than two domestic animals shall be kept on any Lot. No animal shall be kept on a Lot for any commercial or breeding use or purpose. If, in the opinion of the Association, any animal becomes dangerous or becomes an annoyance or nuisance in the neighborhood or destructive of wildlife, the Association may prohibit such animal from being kept on a Lot.

2.15 Window Air-Conditioning Units. Unless prior approval of the Association and the owners of the Living Units within the same Multi-Family Residential Building has been obtained in writing, no window air-conditioning unit shall be installed in any Living Unit.

2.16 Boats, Campers, RVs, Trucks, Trailers. No boats, campers, recreational vehicles, trailers, trucks or other vehicles of any type shall be kept parked on any Lot or right of way adjacent thereto, except within the confines of an enclosed garage. The doors of all garages shall be kept closed at all times (except when opened for the purpose of permitting ingress and egress of an automobile and then for so long as reasonably necessary for such purpose). Parking on rights of way shall be subject to regulation by the Association. No vehicle shall be parked on any Lot or street in the subdivision unless the same is usable on the highways of Florida and has a current license tag.

2.17 Removal of Trees. No tree four (4) inches or more in diameter measured at a point two (2) feet above the average height of the ground at the base, nor any species of oak of any size, nor any tree more than six (6) feet tall located within two (2) feet of the bank of the lake shown on the Plat ("Lake Mandarin") may be removed without the prior approval of the Association.

ARTICLE 3
RECIPROCAL AND COMMON ELEMENTS

3.1 Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Multi-Family Residential Building and is intended to be placed on the dividing line between the Lots shall constitute a Party Wall. To the extent not inconsistent with this paragraph the general rules of the law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner sharing the Party Wall may restore it, and the other Owners sharing the Party Wall shall contribute to the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Any Owner shall have the right to enter on the Lot of another Owner sharing a Party Wall during normal working hours and upon reasonable notice to make any repairs necessary to maintain the Party Walls, including the right to rebuild the Party Wall, if necessary.

(d) Weatherproofing. Notwithstanding any other provision of this paragraph, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 3.1 shall be appurtenant to the Land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a Party Wall, each Owner of a Lot affected thereby shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators), and the decision shall be by a majority of all the arbitrators and shall be binding and conclusive on all the Owners affected thereby.

3.2 Common Roof.

(a) General Rules of Law to Apply. The general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

(b) Sharing of Repair, Maintenance and Replacement. Each Owner of a Lot constituting a part of the same Building Plot shall be jointly responsible with all of the Owners of Lots in the same Building Plot for, and shall repair, maintain and replace, when necessary, the Common Roof covering the Multi-Family Residential Building on the Building Plot. If a Common

Roof requires repair, maintenance or replacement, then each Owner of a Lot constituting a part of the same Building Plot shall pay, on account of the costs of such repair, maintenance and replacement, an amount of such cost divided by the number of Lots in the Building Plot, SUBJECT, HOWEVER, to the rights of any Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligence or willful acts or omissions. In the event of an emergency, any Owner of a Lot constituting a part of the same Building Plot shall have the right to enter on the Lot of another Owner sharing a Common Roof, without notice, to make emergency repairs and thereafter demand contribution as herein provided. If the Owners are unable to agree upon the need for any repair or the manner of accomplishing the same, any of such Owners shall have the right to demand the Association undertake the same and the Association shall have the right to assess each Owner for his or her proper share of the cost.

(c) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 3.2 shall be appurtenant to the Land and shall pass to such Owner's successors in title.

(d) Arbitration. In the event of any dispute arising concerning the Common Roof or under the provisions of this Section 3.2, each Owner of a Lot affected thereby shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators), and the decision shall be by a majority of all the arbitrators and shall be binding and conclusive on all the Lot Owners affected thereby.

(e) Easement for Repair, Maintenance and Replacement of Common Roof. Developer hereby grants to each Owner of a Lot constituting a part of the same Building Plot a non-exclusive easement for ingress and egress on, over and across the Common Roof covering the Multi-Family Residential Building located upon the same Building Plot for the purpose of repairing, maintenance and replacing the Common Roof.

3.3 Painting.

(a) Sharing of Responsibility for Painting. Each Owner of a Lot constituting part of the same Building Plot shall be jointly responsible with all of the Owners of Lots in the same Building Plot for, and shall repaint the exterior of the entire building on the Building Plot when, in the opinion of the Association or of a majority of the Owners of Lots in said Building Plot, such repainting is necessary. If any part of the exterior requires repair or replacement, such repair or replacement shall be performed by the Owner of the Living Unit. Each Owner of a

Lot constituting a part of the same Building Plot shall pay on account of the cost of such repainting an amount of such cost divided by the number of Lots in the Building Plot, subject, however, to the rights of any Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligence or willful acts or omissions. If the Owners are unable to agree upon the need for repainting or the manner of accomplishing the same, any of such Owners shall have the right to demand the Association undertake the same and the Association shall then have the right to assess each Owner for his or her proper share of the cost.

(b) Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Section 3.3 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(c) Arbitration. In the event of any dispute arising concerning the repainting of the exterior of a building or under the provisions of this Section 3.3, each Owner of a Lot affected thereby shall choose one arbitrator and such arbitrator shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators) and the decision shall be by a majority of all of the arbitrators and shall be binding and conclusive on all of the Lot Owners affected thereby.

(d) Easement for Repainting of Exterior. Developer hereto grants to each Owner of a Lot constituting a part of the same Building Plot a non-exclusive easement for ingress and egress on, over and across each of the Lots in the same Building Plot for the purpose of repainting the exterior of such building pursuant to this Section 3.3.

3.4 Easements for Encroachments and Driveways. Developer hereby subjects each Lot to an easement for encroachments created by construction, settling footings, foundations and overhangs of Living Units and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Living Unit is partially or totally destroyed, and then rebuilt, the Owners of Living Units so affected covenant and agree that minor encroachments on part of the adjacent Lots due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. In addition, Developer has installed driveways to serve the enclosed garage attached to each Living Unit. To the extent that such driveway may be located on an adjacent Lot, the Owner of the Living Unit served by such driveway shall have an easement for the use thereof for ingress and egress and for pedestrian and vehicular traffic. The Owner of such easement shall be responsible for the repair and maintenance of such easement and any pavement located thereon.

3.5 Common Drive. Developer may install a common drive to serve all of the Lots within a single Building Plot, which common drive may also include open parking spaces for the use of Owners of Lots within such Building Plot and their guests. The Owners of Lots within such Building Plot shall have a non-exclusive easement over the common drive for ingress and egress and over such parking areas for parking in common with all other Owners of Lots within the same Building Plot. Each Owner of a Lot constituting part of the same Building Plot shall be jointly responsible with all other Owners of Lots within the same Building Plot for the repair and maintenance (including repaving) of the roadway and parking areas and the restriping thereof. If the Owners are unable to agree upon the need for any such repairs, maintenance or restripping or the manner of accomplishing the same, any of such Owners shall have the right to demand the Association undertake to perform the work and the Association shall perform the work and assess each Owner for his or her proper share of the cost thereof. Notwithstanding this paragraph, each Owner shall be responsible for the repair and maintenance of the driveway leading from the common drive to such Owner's Living Unit as provided by Section 3.4 hereof.

3.6 Easements for Utilities, Drainage, Maintenance and Repairs. Developer hereby grants to the Owner of each Lot, and those furnishing utility services to each Lot a non-exclusive easement together with the right of ingress and egress over, under and across the other Lots constituting the same Building Plot for the installation and maintenance of electric and telephone wires, cables, conduits, water mains, drainage lines, sewers and other suitable equipment for the installation, maintenance, transmission and use of electricity, telephone, gas, cable television, lighting, heating, water, drainage, sewage and other conveniences or utilities including an easement in or under those portions thereof on which Living Units are constructed. Said easements for installation shall be along the paths in which said electric and telephone wires, cables, conduits, water mains, drainage lines, sewers and other suitable equipment are now or may hereafter be installed. Developer further grants to the Owner of each Lot, the Jacksonville Electric Authority, and their respective successors and assigns, a non-exclusive easement for the installation and maintenance of electric meters on the exterior wall of any Living Unit, together with the right of ingress and egress over each Lot for the purpose of maintaining and reading said electric meters. In addition to easements shown on the Plat, Developer reserves an easement for drainage and utilities over, under and across a strip of land five (5) feet wide on each side of the boundary of each Lot provided that, if a Multi-Family Residential Building or any part thereof is constructed by Developer over such reserved easement, the easement shall be deemed to be abandoned beneath such structure. No Lot Owner

shall change the topography of a Lot in any manner which would alter or interfere with the drainage plan for the subdivision established by the Developer.

3.7 Utility Lines. All telephone, cable television, electric and other utility lines and connections between the main utility lines and the Living Unit located on each Lot shall be concealed and located underground so as not to be visible.

3.8 Appurtenance of Easements. The Easements granted or created herein shall be appurtenant to and shall pass with the title to the Lots benefited by such easements, whether or not the same shall be referred to in any deed conveying title to any Lot or referred to in any mortgage encumbering any Lot.

ARTICLE 4
OBLIGATIONS OF OWNERS

4.1 Repair and Maintenance of Living Units and Lots. Each Owner shall be responsible for the maintenance of the exterior of his Living Unit and Lot, which obligation shall include the obligation to paint, repair, replace and care for all gutters, downspouts, exterior building surfaces, windows, doors, paved walkways, easements and all other exterior improvements (but shall not include grass, trees and shrubbery on the Lot which shall be the responsibility of the Association as provided in Section 5.2 hereof). Each Owner shall maintain his Living Unit and Lot in good, clean, serviceable and safe condition and repair. The exterior of all Living Units in a Multi-Family Residential Building shall be painted at the same time in the manner provided in Section 3.3.

4.2 Repair after Casualty. If any Living Unit is damaged or destroyed by fire or other casualty, such Living Unit shall be promptly restored by the Owner thereof in accordance with the plans and specifications of such Living Unit as originally constructed, utilizing the same materials, exterior surfaces and color of paint as near to the original color as possible.

4.3 Insurance. Each Owner shall maintain and keep in full force and effect and shall pay the premiums as the same become due and payable for fire and extended coverage insurance on such Owner's Living Unit in the amount of the full replacement cost thereof and shall, within 10 day after receipt of written notice from the Association, furnish to the Association a copy of the insurance policy required to be maintained, together with a copy of the paid receipt therefor.

4.4 Termite Guarantee and Service Agreement. Each Owner of a Living Unit shall keep and maintain in full force and effect

and pay the premiums for a Termite Guarantee and Service Agreement on the Owner's Living Unit for the control of subterranean termites and other woodboring insects, issued by a firm licensed to do business in the State of Florida and approved by the Association. The Owner shall, within 10 days after receipt of written notice from the Association, furnish to the Association a copy of the Owner's Termite Guarantee and Service Agreement together with a copy of the paid receipt therefor.

4.5 Water Service and Sewage Disposal. The City of Jacksonville, or its successors or assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the Lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from The City of Jacksonville, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by The City of Jacksonville, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The City of Jacksonville has a non-exclusive perpetual and unobstructed easement and right in and to, over and under every Lot for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

4.6 Personal Obligation for Performance.

(a) In the event any Owner of a Lot shall fail or refuse to: (a) perform or contribute to the cost of any maintenance, repairs, replacements or restorations, as required herein; (b) maintain insurance and furnish proof thereof, as required herein; or (c) maintain the Termite Guarantee and Service Agreement and furnish proof thereof, as required herein (hereinafter referred to as "Delinquent Owner"), then the Association or any other Lot Owner (hereinafter referred to collectively as "Association"), may serve written notice upon the Delinquent Owner demanding that the Delinquent Owner perform or contribute to the cost of any maintenance, repairs, replacements, or restorations required herein; maintain insurance and furnish proof thereof as required herein; maintain Termite Guarantee and Service Agreement, and furnish proof thereof as required herein, as may be applicable, within thirty (30) days after the mailing of notice thereof by certified mail, postage prepaid, to the Delinquent Owner at such Owner's address as shown by the records of the Association. If, after the expiration of such thirty (30) day

period, the Delinquent Owner has failed or refused to comply with the demands stated in the written notice, then the Association or Owner shall have the right to enter upon the Lot and Living Unit of the Delinquent Owner and may cause such maintenance, repairs, replacements and restorations to be made and purchase such insurance and Termite Guarantee and Service Agreement, and thereafter demand payment for the costs of any maintenance, repairs, replacements or restorations as required herein, contribution as required herein, and payment for the costs of said insurance and Termite Guarantee and Service Agreement. Notwithstanding the foregoing, in the event of an emergency, any Owner may proceed with emergency repairs, without prior notice, and thereafter demand contribution as herein provided.

(b) The cost of any maintenance, repairs, replacements or restoration as required herein, contributions, cost of insurance and Termite Guarantee and Service Agreement, together with interest thereon at the rate of eighteen percent (18%) per annum from the date said obligations are incurred by the Association, costs and reasonable attorneys' fees shall be the personal obligation of the Delinquent Owner, which personal obligation shall be joint and several in the event one or more persons or entities constitute a Delinquent Owner. The personal obligation of a Delinquent Owner shall pass to his successors in title.

(c) The Association shall have a lien against the Lot of the Delinquent Owner for the cost of any maintenance, repairs, replacements or restorations required herein, contributions and costs of premiums of insurance and termite guarantee and service agreement together with interest thereon at the rate of eighteen percent (18%) per annum, costs and reasonable attorneys' fees. Such lien shall attach as of the day the claim of lien is filed in the public records of Duval County, Florida, signed by the Association. Such claim of Lien shall state the description of the Lot and/or Tract affected thereby, the amount due and the date when due, and such lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for all sums secured by the lien without waiving the lien securing the same. Such claim of lien shall be subordinated to the lien of any prior recorded first mortgage.

ARTICLE 5
ANDOVER PLACE OWNERS ASSOCIATION

5.1 Association. Every owner of a Lot shall by virtue of such ownership, be a member of the Andover Place Owners Association, Inc. (the "Association"). Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

5.2 Purpose of Association. The purpose of the Association is to provide services and activities for members, enforce these restrictions, ~~improve,~~ maintain and repair subdivision signs, the Common Area and islands and medians within the public streets shown on the Plat, maintain storm water disposal systems, including pipes, bulkheads, weirs and appurtenant structures not maintained by public authority, provide security for members and their property, maintain the lawns and landscaping for each Lot, and provide such other services related to the health, safety, welfare of the members as may be determined by the Association. The Association shall be responsible for architectural control over the subdivision and shall from time to time establish such procedures as may be necessary to expedite this function. The Association shall have an obligation to improve, repair and maintain the Common Area and islands and medians within the public streets shown on the Plat and such obligation shall not be released, altered or changed without the prior approval of the City of Jacksonville.

5.3 Classes of Membership. There shall be two classes of membership in the Association. Class A members shall be the persons owning one or more Lots. The Class B member shall be the Developer. Class B membership shall terminate when seventy-five percent (75%) of the Lots are owned by persons other than the Developer. In all events, the Class B membership shall terminate no later than January 1, 1995.

5.4 Voting Rights. The Class B member shall be entitled to three (3) votes for each Lot owned by it. Each Class A member shall be entitled to one (1) vote for each Lot owned by him.

5.5 Easements. The Developer hereby grants to the Association, for the benefit of each of its members (a) the right in common with others for ingress and egress over the easements running from the roadway to the lakes which are shown on the plat as utility easements; (b) the right to use and enjoy the lakes for usual riparian purposes whether or not the Lot owned by a member has frontage on a lake; (c) an easement for ingress and egress onto each Lot for the purpose of performing the duties of the Association; and (d) the right to use each of the private easements shown on the plat for the purposes for which they are intended. Nothing herein shall, however, permit the use of the upland part of a Lot fronting on a lake except that part within

the easement granted. The use of the easements provided herein is subject to reasonable rules and regulations which may from time to time be adopted by the Association. The Association may, from time to time, acquire, own or lease other real property and maintain and operate the same for the benefit of Owners of Living Units provided the acquisition or lease thereof is approved by a 2/3rds vote of each class of membership.

5.6 Assessments.

(a) Creation of Lien. All lots are subject to a continuing lien for annual and special assessments voted by the Association, together with interest, late charges and costs of collection (including reasonable attorneys' fees). The lien of any assessment authorized herein is hereby made subordinate to the lien of any first mortgage on such Lot made by a generally recognized institutional lender (such as an insurance company, real estate investment trust, bank, savings and loan association, credit union and the like), except assessment and charges levied against such Lot which are due on or prior to the date such mortgage is recorded and assessments levied subsequent to the sale or transfer of any Lot pursuant to foreclosure of such first mortgage or any proceeding in lieu thereof. Each assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) Purposes for which Assessments may be Made. Assessments may be levied for the purposes set forth in Section 5 and to provide reserves therefor, and for any other purpose specifically provided for in this Declaration.

(c) Reserve Fund. In order to provide a fund with which to exercise the rights granted to the Association herein, a reserve fund shall be established and replenished from time to time from reimbursements made by offending Owners and by assessment of members. Each Owner shall contribute $25.00 to the reserve fund at the time of closing the initial purchase of a Lot or Living Unit from the Developer, provided the aggregate amount of such initial contributions shall not exceed $2,500.00. Such contribution shall be deemed to be a special assessment within the meaning of paragraph (a) hereof.

5.7 Equality. The amount of special and regular annual assessments payable by each Lot (excluding the annual landscape assessment provided for below) shall be determined by dividing the total assessment fixed by the Association by the total number of Lots which are subject to assessment. The total regular and landscape assessments for any one-year period shall not exceed

$720.00 as long as there is a Class B member. Thereafter the amount of the assessment will be determined by the Association but shall not be increased by more than five percent (5%) above the assessment for the preceding year without the affirmative vote of two-thirds (2/3) of each class of Member entitled to vote. In addition to the assessments provided for above, the Association shall levy an annual landscape assessment adequate to pay the cost of such service. The amount of annual landscape assessment payable by each Lot shall be determined in the following manner:

(a) The total landscape assessment shall be divided by the sum of the total number of Lots subject to assessment plus one-half of the number of oversized Lots subject to assessment to obtain the "Unit Cost of Landscaping."

(b) Each Lot other than oversized Lots shall be assessed the Unit Cost of Landscaping.

(c) Oversized Lots shall be assessed for 1-1/2 times the Unit Cost of Landscaping. For the purpose of this determination, an Oversized Lot means the two lots in a Building Plot which have the highest and lowest alphabetical designation following the Lot number (for example, in Building Plot number 1, Lot 1A and Lot 1G are Oversized Lots).

5.8 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association are incorporated herein by reference.

5.9 Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the first Lot to a purchaser other than Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The landscape assessment provided for herein shall commence as to each Lot upon the conveyance of each such Lot to a purchaser other than Developer. The due dates for assessments shall be established by the Board of Directors.

5.10 Special Assessments. Special assessments may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose. In addition, the Board of Directors may assess a special assessment against an Owner for the cost of repair or

restoration on account of the damage or injury to the Common Area or any Lot caused by the Owner's negligence or failure to comply with the provisions hereof.

ARTICLE 6
MISCELLANEOUS

6.1 Remedy of Self Help. In addition to any other remedy granted to the Association, if any structure, building, thing or condition is in violation of any of the provisions of this Declaration, the Association, or its designated representative, shall have the right (but not the obligation) after five (5) days written notice has been given to the Owner of such violation, to enter upon any Lot or parts thereof where such violation exists, and summarily abate, correct or remove the same all at the expense of the Owner of such Lot, which expense shall be payable by the Owner to the Association on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association or its designated representative liable in any wise for damages on account thereof.

6.2 Enforcement. The Association and every Owner shall have the right to enforce by any proceeding at law or in equity the provisions of this Declaration except those provisions creating personal obligations for performance, contribution and lien rights. The provisions for performance, personal obligation for contribution and lien rights may only be enforced by the Association pursuant to the provisions of Section 5.6 above. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.3 Amendments or Additional Restrictions. The Developer reserves and shall have the right (a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards herein contained; (b) to amend this Declaration of Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or in the Plat; (c) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the said land which do not lower the standards of any of the provisions of this Declaration, PROVIDED, HOWEVER, any amendment or additions to this Declaration shall be subject to approval by the United States Department of Housing and Urban Development or Veterans Administration prior to their recording and any amendment or addition to Section 5.2 of this Declaration shall also be subject to approval by the City of Jacksonville prior to their recording; and (d) to release any Lot from any part of the provisions contained herein which have been violated, if the Developer, in

its sole judgment, determines such violation to be a minor or insubstantial violation.

6.4 Amendment of Declaration with Consent of Owners. In addition to the rights of Developer provided for in Section 6.3 hereof, the Owners of 75% or more of the Lots shall have the right to amend or alter this Declaration and any part thereof, PROVIDED, HOWEVER, any amendment or additions to this Declaration shall be subject to approval in writing by the United States Department of Housing and Urban Development or Veterans Administration prior to their recording and any amendment or addition to Section 5.2 of this Declaration shall also be subject to approval by the City of Jacksonville prior to their recording, and provided no amendment shall adversely affect the Developer or alter the rights or increase the obligations of the Class B Members of the Association. No merger, consolidation or dissolution of the Association shall be permitted and no dedication, conveyance or mortgaging of the Common Area and no annexation of additional properties will be permitted without the approval of the Department of Housing and Urban Development or Veteran's Administration.

6.5 Additional Restrictions by Individual Owners. No individual Owner may impose any additional covenants, restrictions and easements on any part of the land shown on the Plat.

6.6 Restrictions Effective Period. The covenants and restrictions and easements contained in this Declaration as amended and added to from time to time, as provided for herein, shall run with the title to each of the Lots and shall remain in full force and effect until the first day of January, 2005, and thereafter shall be automatically extended for successive periods of twenty (20) years each, unless prior to the first day of January, 2005, or within six (6) months preceding the end of any such successive twenty (20) year period, as the case may be, a written agreement executed by the then Owners of three-fourths of the Lots, consented to in writing by the Consolidated City of Jacksonville, shall be placed on record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the Lots then subject hereto, in the manner and to the extent provided in such written agreement. In the event that any such agreement shall be executed and recorded as provided for above in this paragraph, then, the original covenants, restrictions and easements contained in this Declaration as therein changed, modified or waived shall continue in force for successive periods of twenty (20) years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

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

ARTICLE 7
Property Rights

7.1 Owner's Easements of Enjoyment. Every Owner and Developer shall have a right and easement of ingress and egress and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and to suspend the right to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, without waiver or discharge of the Owner's obligation to pay the assessment.

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

(d) The right of the Association to dedicate or transfer to any public or private utility or public authority, utility or drainage easements on any part of the Common Areas.

7.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to any occupant of a Living Unit and the members of his family.

ARTICLE 8
Common Area Use and Restrictions

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

8.1 Common Area. The Common Area shall be used only for the purposes for which it is intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Area without the prior written consent of the Association.

8.2 Insurance. No use shall be made of the Common Area which will increase the rate of insurance upon the Common Area without the prior consent of the Association. No Owner shall permit anything to be done or kept on the Common Area which will result in cancellation of insurance on any part of the Common Area or which will be in violation of any law. No waste shall be committed in the Common Area. The Association shall determine whether the activity violates this provision.

8.3 Nuisances. No noxious or offensive activity shall be allowed upon the Common Area, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Area by Owners.

8.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Area or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Area shall be the same as is elsewhere herein specified.

8.5 Regulations. Reasonable regulations and rules concerning the use of the Common Area may be promulgated, modified or amended from time to time by the Board of Directors of the Association, provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Lots upon request.

8.6 Use by Other Associations. The Association may, upon approval of fifty-one percent (51%) of the members of the Association, allow members of other associations the use and enjoyment of the Common Area. Members not present at meetings considering such action may express their approval or disapproval in writing.

ARTICLE 9
Lake Mandarin

9.1 Water Level and Use. The Association shall have the sole and absolute right to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on Lake Mandarin. No Owner shall deposit any fill in such lake. No docks, moorings, pilings, boat shelters or other structure shall be erected on or over Lake Mandarin without approval of the Association. No gas or diesel driven boat shall be permitted to be operated on such lake. Canoes and small, non-combustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored ether within existing structures on the Owner's property or in designated areas within the planned development or behind landscaping approved by the Association.

9.2 Easements for Use and Enjoyment. Owners are hereby granted the right to reasonable riparian use of Lake Mandarin, subject to the right of the Association to adopt reasonable rules and regulations from time to time regulating such use and subject to the Developer's reserved right to ingress and egress over the lake. The ingress and egress to the lake shall be solely at those access points so designated by the Association. The Association shall have the right to deny such use to any person whom in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of the lake. The right to reasonable use of Lake Mandarin may be subject to rights of others, including members of the Association, as may be designated by the Association from time to time.

9.3 Ingress and Egress Maintenance Easement. The Association hereby reserves an easement across the portion of Lake Mandarin and its lake banks lying within the Plat for ingress and egress and reasonable maintenance and care of any portion of such area. The Association may enter into an agreement(s) with other associations, at the discretion of the Board of Directors, for joint maintenance of Lake Mandarin.

9.4 Boundaries of Lakes. The Developer does not warrant that property lines along lakes will be at any time identical to those depicted on any surveys of the parcels in light of the meandering nature of the shorelines and the effect of changes in water levels.

OFFICIAL RECORDS

ARTICLE 10
Reconstruction or Repair after Casualty

10.1 Restoration and Repair. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

10.2 Insurance Proceeds. Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally construed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its corporate name by its proper officer thereunto duly authorized this 6th day of February, 1989.

Signed, sealed and delivered in the presence of:

Cassandra Dean-Rios

Vicki D. Johnson

SUMMERHOMES INCORPORATED, a Florida corporation

By Gregory E. Malphurs
Its Executive Vice President

(Corporate Seal)

"DEVELOPER"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of February, 1989, by Gregory E. Malphurs, as Executive Vice President of SUMMERHOMES INCORPORATED, a Florida corporation, on behalf of the corporation.

Cassandra Dean-Rios
Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 21, 1992
Bonded Thru Fain-Insurance Inc.

JST/SU/AP-DEC
(JST 1/25/89)

OFFICIAL RECORDS

A portion of Section 8, Township 4 South, Range 27 East, City of Jacksonville, Duval County, Florida, being more particularly described as follows: BEGIN at the Northeasterly corner of Lake Mandarin Unit Fifteen, as recorded in Plat Book 40, Pages 49 and 49A, of the current Public Records of said County; thence South 89°28'44" West, along the Northerly line of said Lake Mandarin Unit Fifteen, 192.13 feet to the Northwesterly corner of Lot 15, of said Lake Mandarin Unit Fifteen, said corner also being situate on the Easterly right-of-way line of Lake Mandarin Circle East (a 50.00 foot right-of-way as now established); thence North 53°30'12" West, 60.00 feet to a point situate on a curve leading to the left in the Westerly right-of-way line of said Lake Mandarin Circle East; thence along and around the arc of the curve in said Westerly right-of-way line, said curve being concave Southeasterly and having a radius of 250.00 feet, an arc length of 32.13 feet, said arc being subtended by a chord bearing and distance of South 39°07'30" West, 32.11 feet to a point on said curve, said point also being situate on the Easterly boundary of Lake Mandarin Unit Fourteen, as recorded in Plat Book 39, Pages 96, 96A, 96B, and 96C; thence in a Northwesterly direction run the following two (2) Courses and Distances along the Easterly boundary line of said Lake Mandarin Unit Fourteen: Course Number One (1), North 20°03'07" West, 80.84 feet; Course Number Two (2), North 40°00'00" West, 188.82 feet; thence North 89°28'41" East, departing from said Easterly boundary line, 237.58 feet; thence South 84°42'43" East, 60.07 feet; thence North 89°28'41" East, 117.53 feet to a point situate on the Westerly line of Government Lot 7, said point also being situate on the Westerly boundary line of Williamsburg Trace, as recorded in Plat Book 40, Page 90, of the current Public Records of said County; thence South 00°33'19" East, along last said line, 184.21 feet to the POINT OF BEGINNING.

EXHIBIT "A"

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OFFICIAL RECORDS

CONSENT OF MORTGAGEE

The undersigned, J.I. LAB, inc., the holder of a mortgage encumbering the subdivision, hereby consents to the foregoing Covenants and Restrictions and acknowledges that the lien of its mortgage is and shall be subordinate thereto.

Dated 2-6-89

By President
Its

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of February, 1989, by James B. Taffa, the President, of F.I.LAB, Inc., a Florida Corporation, on behalf of the corporation.

Notary Public, state and county aforesaid

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 1, 1991
Bonded thru Agent's Notary Brokerage

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OFFICIAL RECORDS

CONSENT OF MORTGAGEE

The undersigned, William H. Sullivan, the holder of a mortgage encumbering the subdivision, hereby consents to the foregoing Covenants and Restrictions and acknowledges that the lien of its mortgage is and shall be subordinate thereto.

Dated 2/7/89

By William H. Sullivan
Its Senior Vice President

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7th day of February, 1989, by William H. Sullivan, the Senior Vice President, of Barnett National Bank of Florida, a National Banking Association, on behalf of the Association.

Elizabeth Wynn
Notary Public, state and county aforesaid

My Commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 15, 1992
Bonded Thru Troy Fain - Insurance Inc.

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OFFICIAL RECORDS

CONSENT OF MORTGAGEE

The undersigned, Calmac Inc., of Jax
Aubrey E. McWilliams, Pres. the holder of a mortgage encumbering the subdivision, hereby consents to the foregoing Covenants and Restrictions and acknowledges that the lien of its mortgage is and shall be subordinate thereto.

Dated March 6, 1989

By A E McWilliams
Its President

STATE OF Florida
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 6th day of March, 1989, by Aubrey E. McWilliams, the President, of Calmac Inc. of Jax, a Florida Corporation on behalf of the Corporation.

Beth R. Baird
Notary Public, state and county aforesaid

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires April 27, 1992

070713

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

JUL 11 1 38 PM '89

RECORD VERIFIED
Henry W. Cook
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
DUVAL COUNTY
I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.
WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 12 day of July A.D., 1989
HENRY W. COOK
Clerk, Circuit and County Courts
Duval County, Florida
By Deputy Clerk

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ANDOVER PLACE OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 10, 1989, as shown by the records of this office.

The document number of this corporation is N30634.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of February, 1989.

Jim Smith
Secretary of State

CR2E022 (8-87)

ARTICLES OF INCORPORATION
OF
ANDOVER PLACE OWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I
Name of Corporation

The name of the corporation is ANDOVER PLACE OWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II
Principal Office

The principal office of the Association is located at 10405 St. Augustine Road, Jacksonville, Florida, 32257-7670, or at such other place as the Board of Directors may from time to time appoint or the business of the Association may require.

ARTICLE III
Registered Agent

James S. Taylor, whose address is 1600 First Union Building, Jacksonville, Florida, 32202, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
Purposes and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for services and activities for members as provided in and to enforce the provisions of the Declaration of Covenants, Conditions and Restrictions of Andover Place Unit One and Andover Place Unit Two to be recorded in the public records of Duval County, Florida (the "Declaration"), to provide for the maintenance of portions of the property described in the Declaration (the "Property"), and to promote the convenience, health, safety and welfare of the residents within the Property. All terms contained herein shall mean and refer to the terms as defined in the Declaration.

The Association shall:

1. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Property and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

2. fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4. borrow money and, with the assent of two-thirds (2/3rds) of each of class of members, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members (notwithstanding the foregoing, Declarant shall have the right to annex additional property as provided in the Declaration);

6. have the right to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Areas; and

7. have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V
Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Decla-

ration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
Membership and Voting Rights

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

(a) Class A. Class A members shall be all Owners, with the exception of the Developer. Each Class A member shall be entitled to one (1) vote for each Lot owned.

(b) Class B. The Class B member shall be the Developer who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members; or

(2) January 1, 1995.

2. Multiple Owners. When any property entitling an Owner to membership as a Class A member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership and only one of such persons, who shall be designed by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such property shall determine but in no event shall more than one (1) vote be cast with respect to any such Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE VII
Board of Directors

The affairs of this Association shall be managed by a Board of not less than three (3) directors who need not be members of the Association. The number of directors may be changed in accordance with the provisions of the Bylaws of the Associa-

tion. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Charles A. Brown, Jr.	10405 St. Augustine Road Jacksonville, Florida 32257-7670
Gregory E. Matovina	10405 St. Augustine Road Jacksonville, Florida 32257-7670
Jeffrey M. Jacobs	10405 St. Augustine Road Jacksonville, Florida 32257-7670

At the first annual meeting at which the members are entitled to elect directors, the members shall elect such directors in accordance with the provisions of the Bylaws.

ARTICLE VIII
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Section 617.05, Florida Statutes.

ARTICLE IX
Duration

This corporation shall exist perpetually.

ARTICLE X
Amendments

Amendments of these Articles shall require the assent of two-thirds (2/3rds) of each class of members. When Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of the majority of the entire membership.

ARTICLE XI
Officers

1. The officers of this corporation who shall serve until the first election of their successors are as follows:

President	Charles A. Brown, Jr.
Vice President and Treasurer	Gregory E. Matovina
Secretary	Jeffrey M. Jacobs

2. The officers of the Association shall be a president, vice president/treasurer and a secretary and such other officers as the Board may from time by resolution create. Officers shall be elected for a one year term in accordance with the procedures set forth in the Bylaws.

ARTICLE XII
Bylaws

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by the Declarant on its own motion from the date hereof until control is transferred to the members. Bylaws may be amended at a regular or special meeting of the members by a vote of two-thirds (2/3rds) of a quorum of members present in person or by proxy.

ARTICLE XIII
FHA/VA Approval

In the event that Andover Place Unit One and/or Andover Place Unit Two is approved by the VA and the FHA or either of them and the VA or the FHA guarantees or insures a mortgage on a Living Unit and so long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA: annexation of additional properties, dissolution, merger or consolidation of the Association, mortgaging, dedicating or conveying of Common Areas, and amendment of these Articles or Bylaws.

ARTICLE XIV
Incorporator

The name and address of the incorporator to these Articles is as follows:

Name	Address
James S. Taylor	1600 First Union Building Jacksonville, Florida 32202

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, the incorporator of this Association, have executed these Articles of Incorporation this 3rd day of February, 1989.

James S. Taylor

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of February, 1989, by James S. Taylor.

Notary Public, State of Florida

My Commission expires:

(Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 22, 1989

CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA; NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.092, Florida Statutes, the following is submitted:

ANDOVER PLACE OWNERS ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida with its principal place of business at City of Jacksonville, County of Duval, Florida, has named JAMES S. TAYLOR located at 1600 First Union Building, Jacksonville, Florida, 32202, as its agent to accept service of process within Florida.

ANDOVER PLACE OWNERS ASSOCIATION, INC.

By _____
Its Secretary

Dated: 1/30/89

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

_____
James S. Taylor

Dated: Feb. 3, 1989

JST/SU/AP-AOI
(JST 1/25/89)

BYLAWS
OF
ANDOVER PLACE OWNERS ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is ANDOVER PLACE OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be at 10405 St. Augustine Road, Jacksonville, Florida, 32257-7670 but meetings of members and directors may be held at such places within the state of Florida as may be designated by the Board of Directors (the "Board").

ARTICLE II
Definitions

The definitions of all terms contained herein shall be the same as the definitions set forth in Article I of the Declaration of Covenants, Conditions and Restrictions for Andover Place Unit One and Andover Place Unit Two.

ARTICLE III
Meeting of Members

1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day at the same time of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to cast one-fourth (1/4th) of all of the votes of the Class A membership.

3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day

and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or represented.

5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV
Board of Directors; Selection; Term of Office

1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors, who need not be members of the Association. The initial Board shall consist of three persons as set forth in the Articles of Incorporation. Upon the termination of the Class B membership as provided in the Declaration, the number of directors may be increased to five (5). So long as the Developer owns one (1) Lot, the Developer shall be entitled to appoint one (1) director and the remaining directors shall be elected in accordance with the provisions hereof.

2. Term of Office. At the first annual meeting at which the members are entitled to elect directors, the members shall elect one director for a term of one year, one director for a term of two years and the remaining directors for a term of three years and, at each annual meeting thereafter, the members shall elect directors for a term of three years.

3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

5. Action Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
Nomination and Election of Directors

1. Initial Board of Directors. The initial Board shall be appointed by the Developer. Upon the expansion of the Board to include directors elected by the members, the directors shall be elected as hereinafter set forth.

2. Nomination. Nomination for election to the Board to be elected by the members may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

3. Election. Election to the Board shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

1. Regular Meetings. Regular meetings of the Board shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association or by any two directors, after not less than three (3) days' notice to each director, unless such notice is waived by the directors.

3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

1. Powers. The Board shall have the power to:

(a) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(b) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

(c) employ a manager, an independent contractor, or such other employees as it deems necessary and to prescribe their duties.

2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members of the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;

(b) establish the level of services to be provided to the members by the Association; supervise all officers, agents and employees of this Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidenced of such payment; and

(e) cause all officers or employees having fiscal responsibilities to be bonded, as provided in Article XIV hereof.

ARTICLE VIII
Officers and Their Duties

1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer and such other officers as the Board may from time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. the officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Duties. The duties of the offices are as follows:

(a) President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deed and other written instruments; and may co-sign all checks and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; may co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX
Committees

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
Books and Records

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or a mortgagee of a Living Unit. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI
Assessments

Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after its due date, a large charge of ten percent (10%) of the amount due shall be levied and, if not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum and 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 interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XII
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Andover Place Owners Association, Inc., a corporation not-for-profit.

ARTICLE XIII
Amendments

1. Amendment. These Bylaws may be amended as provided in the Articles of Incorporation.

2. Conflict. In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
Fidelity Bonds

Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, trustees or employees of the Association handling or responsible for funds of or administered by the Association, whether or not such persons are compensated. Any management agent that handles funds for the Association should also be covered by its own fidelity bonds. The total amount of the fidelity bond coverage shall be based

upon the best business judgment of the Board and shall not be less than 150% of an amount equal to the estimated annual operating expenses of the Association, including reserves.

Except for the fidelity bonds that a management agent obtains for its personnel, the fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense. The bond shall provide that it cannot be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and all first mortgagees.

ARTICLE XV
Miscellaneous

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Andover Place Owners Association, Inc., have hereunto set our hands this 30th day of January, 1989.

Charles A. Brown, Jr.

Gregory E. Matovina

Jeffrey M. Jacobs

JST/SU/AP-BL
(JST 1/25/89)

ORGANIZATIONAL ACTION
OF
BOARD OF DIRECTORS
OF
ANDOVER PLACE OWNERS ASSOCIATION, INC.

We, the undersigned, being all the designated directors of Andover Place Owners Association, Inc., a corporation not for profit organized and existing under the laws of the State of Florida (the "Corporation"), do hereby take the organizational action required by Florida General Corporation Act (the "Act"), by consenting to the adoption of the following resolutions, and that such action be taken without a meeting of the Board of Directors:

ACTIONS OF DIRECTORS AND SUBSCRIBER.

RESOLVED, that the actions of the Incorporator be, and the same hereby are, ratified and approved in all respects; and further

RESOLVED, that the Articles of Incorporation of the Corporation, in the form attached hereto, be and are adopted and approved as the Articles of Incorporation of the Corporation; and

ADOPTION OF BYLAWS.

RESOLVED, that the Bylaws of the Corporation, in the form attached hereto, be and hereby are adopted as the Bylaws of the Corporation; and

OFFICERS.

RESOLVED, that the following persons are elected to the office of the Corporation set opposite their respective names to serve until the election and qualification of their respective successors:

Charles A. Brown, Jr.	President
Gregory E. Matovina	Vice President & Treasurer
Jeffrey M. Jacobs	Secretary

CORPORATE BANK ACCOUNTS.

RESOLVED, that the President or any officer of the Corporation be, and each of them hereby is, authorized to open one or more bank accounts for the Corporation with any two officers to have signing authority until such time as a further resolution is adopted by the Board of Directors and certified as to such Bank; and further

MISCELLANEOUS ORGANIZATIONAL MATTERS.

RESOLVED, that the fiscal year of the Corporation end on December 31 of each year; and

RESOLVED, that the Treasurer be and he hereby is authorized to pay all fees and expenses incident and necessary to the organization of the Corporation; and

RESOLVED, that the form of corporate seal, the impression of which appears in the margin hereof, is hereby adopted as the corporate seal of the Corporation; and

RESOLVED, that James S. Taylor is designated registered agent of this Corporation in the State of Florida and the office hereof is designated as 1600 First Union Building, Jacksonville, Florida, 32202.

Notice of meeting and the holding of same is hereby waived by the undersigned Directors and Shareholders.

Dated: January 30, 1989

Charles A. Brown, Jr.

Jeffrey M. Jacobs

Gregory E. Matovina

JST/SU/AP-OA
(JST 1/24/89)

CORPORATE BANK ACCOUNTS.

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Dated: [illegible] 30, 1989

Charles A. Brown, Jr.

Jeffrey M. Jacobi

Gregory E. Matovina

JST/SU/AP-OA
(JST 1/24/89)