

Avondale Declaration of Covenants, Restrictions and Easements

Certification of Incorporation, dated 01/27/88	1 page
Declaration of Covenants, Restrictions and Easements, dated 01/20/88	26 pages
Exhibit A - Articles of Incorporation, dated 01/15/88	6 pages
Exhibit B - By-Laws of the Association, " 01/29/88	7 pages
Amendments dated:	
07/30/90	5 pages
07/01/92	4 pages
12/17/92	4 pages
02/07/96	<u>5 pages</u>

Total pages: 58 pages

Avondale Homeowners Association, Inc.
2920 SE 23rd Avenue
Ocala, FL 34471

State of Florida



Department of State

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I certify that the attached is a true and correct copy of the Articles of Incorporation of AVONDALE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 27, 1988, as shown by the records of this office.

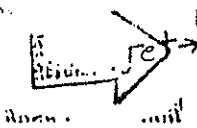
The document number of this corporation is N24531.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 27th day of January, 1988.



Jim Smith
Jim Smith
Secretary of State

CRFD22 (8-87)



Prepared by H. Randolph Klein, Atty.
333 N.W. 3rd Ave., Ocala, Fla.

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DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR
AVONDALE HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION made and entered into this 20 day of
January, 1988, by Kennico Developments, Inc., a Florida
corporation.

W I T N E S S E T H:

WHEREAS, the Declarant owns a subdivision platted as Avondale
in Plat Book Z, Page 49-50, Public Records of Marion County,
Florida, and

WHEREAS, in order to create a planned residential community,
and make provisions for the maintenance of the Common Properties
as that term hereinafter defined, including ingress and egress
easements; the streets; thoroughfares; and common areas; it is
necessary to declare and subject the real property of the
Subdivision to certain land covenants, restrictions, easements,
reservations, regulations concerning the use of the Common
Properties by residents of the SUBDIVISION and others who may,
from time to time, be entitled to the use of the same as provided
for herein, and to delegate and assign to a corporation certain
powers and duties of ownership, administration, operation and
enforcement; and

WHEREAS, if further lands are added to the SUBDIVISION by
Declarant, then this Declaration of Covenants, Restrictions and
Easements may be, from time to time, amended to expand the real
property subject thereto and to expand the Common Properties;

NOW, THEREFORE, the Declarant declares that the lands shall
be used and maintained subject to the covenants, restrictions,
easements, charges and liens hereinafter set forth, which
covenants, restrictions, easements, charges, and liens shall run
with the land and shall be binding upon and inure to the benefit
of Declarant, its successors and assigns; all Owners of Lots,
subjected to this Declaration and located within the SUBDIVISION,
their families, guests, tenants and invitees; and all persons
having any right, title or interest in any part thereof.

Notwithstanding the foregoing, no provision of this
Declaration shall be construed as to prevent or limit Declarant's
rights to complete development of the SUBDIVISION and the
construction of Improvements thereon, Declarant's right to
maintain model Units, construction, sales or leasing offices or
similar facilities on any portion of the SUBDIVISION or the
Declarant's right to post signs incidental to construction, sales
or leasing.

ARTICLES I

DEFINITIONS

Unless otherwise expressly provided herein, the following
words and phrases when used herein shall have the meanings
hereinafter specified:

Section 1. "Architectural Committee" shall mean the
committee created pursuant to Article 7 hereof.

Section 2. "Association" shall mean AVONDALE HOMEOWNERS'
ASSOCIATION, INC., a not-for-profit Florida corporation, its
successors and assigns.

REC'D DEP. AND REC'D
MARION COUNTY
1988 FEB 15 PM 2:27
BY [Signature]

Section 3. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto, marked Exhibit "A", and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 4. "Board" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 5. "Building" shall mean any building not located on the Common Properties.

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been adopted by the Board, a copy of which is set forth as Exhibit "B" attached hereto, as such By-Laws may be amended from time to time.

Section 7. "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the costs incurred by the Association for installation or construction of any Improvements on any portion of the Common Properties which the Association may, from time to time, authorize.

Section 8. "Common Assessment" shall mean the charge against each Owner and his Lot, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties.

Section 9. "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Properties (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments); the costs of any and all commonly metered utilities, cable or master television systems, if any, and other commonly metered charges for the Common Properties; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of all utilities, gardening and other services benefiting the Common Properties, and any recreational facilities thereon; costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering or connected with the Common Properties; costs of bonding the members of the Board and the Management Company; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof, and costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Properties for the benefit of the Owners. Without limiting the generality of the foregoing, all expenses incurred in connection with the maintenance of the water drainage systems within the SUBDIVISION (whether or not such systems and any and all part thereof are now or hereafter conveyed to the Association), shall be Common Expenses (and all obligations of the Declarant in connection therewith are hereby specifically assumed by the Association and shall be fully performed by the Association from and after the date this Declaration is recorded). The Association shall maintain, repair and replace all lights, including fixtures and bulbs, located on the Common Properties and pay for all electricity used thereon, the foregoing to constitute

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Common Expenses.

Section 10. "Common Properties" shall mean those portions of the SUBDIVISION which are not included within Lots 1 - 60 and which are declared as being Common Properties in this Declaration or in any Supplemental Declaration hereafter made by the Declarant. Said Common Properties are for the common use and enjoyment of the Lot Owners, subject to the rights hereunder of the Declarant.

Section 11. "Declarant" shall mean and refer to KENNICO DEVELOPMENTS, INC., a Florida corporation. "Developer" shall be used herein and in the By-Laws and Articles interchangeably.

Section 12. "Declaration" shall mean this instrument, as it may be amended from time to time.

Section 13. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located in the SUBDIVISION including, but not limited to, buildings, out buildings, walkways, sprinkler pipes, electric meters, lighting fixtures, light bulbs, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and exterior air-conditioning and water softener fixtures or equipment, if any.

Section 14. "Institutional Mortgagee" shall mean a bank, savings and loan association, mortgage companies, the Federal National Mortgage Association, an insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration/Veterans Administration, or a lender generally recognized in the community as an "institutional-type" lender. In case of question, the Declarant may determine, in its sole discretion, who is an Institutional Mortgagee. An "Institutional First Mortgagee" is an Institutional Mortgagee who holds a first mortgage on a Lot.

Section 15. "Lots" shall mean those parts of the Subdivision which are subject to exclusive ownership.

Section 16. "Lot Owner" means the owner of a Lot.

Section 17. "Management Company" shall mean the person, firm or corporation employed by the Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.

Section 18. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 19. "Owner" shall mean and refer to the person or persons or legal entity or entities, including Declarant, holding fee simple interests of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation. For purposes of Article 10 only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees, lessees and sub-lessees of any Owner, and any other permitted occupant of a Lot.

Section 20. "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

Section 21. "Special Assessments" shall mean charges against one or more Owners and their Lots, directly attributable to such Owner(s), equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s).

Section 22. "Supplemental Declaration" or "Amended Declaration" shall mean any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration, or for the purpose of declaring or removing certain portions of the SUBDIVISION as Common Properties.

The foregoing definitions shall be applicable to this Declaration, and also to any Supplemental Declaration, unless otherwise expressly provided herein or therein.

ARTICLE 2

OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every Lot subject to the following:

(a) This right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties, the Lots and improvements thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Properties as set forth in Section 3 of this Article 2 and Sections 3 and 6 of Article 9 hereof.

(c) The right of the Association, in accordance with its Articles of Incorporation, By-Laws and this Declaration, with the vote or written asset of two-thirds (2/3) of each class of Members, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of Owners.

(d) The right of the Association to suspend an Owner's voting rights and his or her right to use the Common Properties (except means of ingress and egress) for any period during which any Assessment against his Lot remains unpaid and delinquent; and the right of the Association to suspend such rights for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Properties shall be made only by the Board of Directors of the Association after Notice and Hearing.

(e) The right of the Association, after such time as the Declarant has conveyed title to any of the Common Properties to the Association, and prior thereto, the right of the Declarant to dedicate, release, alienate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by Members. No such dedication, release, alienation or transfer

shall be effective unless approved by Members entitled to cast two-thirds (2/3) of the voting power of the Class A Members, and by the Class B Member, if any.

(f) The right of the Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, construction, ingress, egress and exhibit purposes.

(g) The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or of the general Improvements within the Common Properties is conveyed to the Association, the foregoing shall require the approval of the Declarant.

(h) The right of the Association to replace destroyed trees and other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Properties.

Anything to the contrary herein notwithstanding, no action authorized in, or amendments to paragraphs (a), (c), (d), (e) or (f) above shall be taken or made without the prior written consent of the Declarant as long as the Declarant owns any Lot.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Properties and facilities to the members of his family, or to his tenants who reside on his Lot, subject to reasonable regulations which may be, from time to time, imposed by the Board.

Section 3. Easements for Vehicular Traffic. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the SUBDIVISION that each and every Owner shall have, a non-exclusive easement appurtenant to his Lot for vehicular traffic over all private streets within the Common Properties. All Common Properties are reserved by the Declarant, its successors and assigns, for use by any individuals or entities who may, from time to time, be granted the right to use same by the Declarant, whether on a temporary or permanent basis.

Section 4. Easements for County and Private Utility Use. In addition to the foregoing easements over the Common Properties, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the SUBDIVISION easements for private and public utility services, including, but not limited to, the right of the police and fire departments to enter upon any part of the Common Properties for the purpose of enforcing the law, and the right of all utility companies to install and maintain their equipment and facilities.

Section 5. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon, or by abandonment of his Lot.

Section 6. Title to the Common Properties. The Declarant may, from time to time, elect to convey title to some or all of the Common Properties to the Association, subject to the easements, conditions, restrictions and reservation contained herein; although nothing contained herein shall so obligate the Declarant.

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Section 7. Access Easement. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the private streets constructed on the Common Properties from time to time.

ARTICLE 3

VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting Members as follows:

Class A. Class A Members shall originally be all Owners, with the exception of Declarant, for so long as there exists a Class B Membership. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon termination of Declarant's Class B Membership as provided below.

Class B. The only Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote for each Lot it owns, plus two (2) votes for each Class A Vote, provided that the Class B Membership shall cease and be converted to Class A Membership upon the first to occur of the following events:

- (1) When the last Lot in the SUBDIVISION is conveyed to a purchaser; or
- (2) Thirty (30) days after the Declarant elects to terminate the Class B Membership.

(Whereupon the Class A Members shall assume control of the Association and elect the Board.)

Section 2. Vote Distribution. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for Membership. When more than one person holds such interest or interests in any Lot, ("Co-Owner"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. Such Co-Owners may, from time to time, all designate one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting Co-Owner is designated, or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the Co-Owners of the Lot mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-Owner. No vote shall be cast for any Lot where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of Ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of Association.

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ARTICLE 4

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power to:

(a) Maintain, repair and otherwise manage the Common Properties and all Improvements thereon in accordance with the provisions of this Declaration.

(b) Maintain all private streets within the Common Properties, including cleaning and periodic resurfacing.

(c) Obtain for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electrical services, and provide for all refuse collection, and cable or master television service (if any), as necessary.

(d) Grant easements, rights-of-way or strips of land, where necessary, for utilities and sewer facilities and other services over the Common Properties to serve the Common Properties and other portions of the SUBDIVISION.

(e) Maintain such policy or policies of liability and fire insurance with respect to the Common Properties and personal property located thereon for use in connection therewith, if any, owned by the Association of the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and members as directed by this Declaration and the By-Laws of the Association.

(f) Employ or contract with the Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and delegate, at the option of the Board, its power to committees, officers and employees.

(g) Install and maintain security devices, detectors and communications facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties, if desired.

(h) Take such other action which the Board shall deem advisable with respect to the SUBDIVISION as may be permitted hereunder or under law.

(i) Pay the insurance, taxes, maintenance, repair and replacement expenses necessary in connection with the Common Properties.

ARTICLE 5

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the SUBDIVISION hereby covenants, and each Owner of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; all such Assessments to be imposed and collected as hereinafter provided. The obligation of Lots for the respective assessment shall commence when the title to the Lot is conveyed to the Lot Owner.

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Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such cost and reasonable attorneys' fees, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Subject to the provisions of this Declaration protecting first mortgagees, the personal obligation for delinquent assessment shall pass to the successors-in-title to such owner. The Board of Directors shall deposit all monies collected in one or more accounts as it shall elect.

Section 2. Common Assessments. The Assessments levied by the Association shall be used exclusively to promote, in the opinion of the Board, the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties as provided herein. Disbursement shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the Common Benefit of the Owners and to reimburse the Declarant for start-up expenses advanced by Declarant. All common assessments shall be collected monthly, provided that if not paid when due, all such monthly installments may be accelerated and shall thereupon be due in one lump sum. All Common Expenses shall be assessed exclusively among the Lots which are subject to Assessment pursuant to Article 5, Section 1, hereof.

Section 3. Special Assessments The foregoing maintenance, repair or replacement within the Common Properties arising out of or caused by the willful or negligent act of an Owner, his family, guest or invitees, shall be effected at said Owner's expense and a special assessment therefor shall be made against his Lot, unless proceeds of insurance are collected by the Association with respect thereto. The Association may, in addition, levy special assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents, or otherwise.

Section 4. Capital Improvement and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement, or other such addition, upon the Common Properties, including fixtures and personal property related thereto; provided that such assessment in excess of Five Thousand and no/100 (\$5,000.00) Dollars shall require the vote or written assessment of a majority of the votes of members who are subject to such Assessments. No action authorized in this Section 4 shall be taken without prior written consent of the Declarant as long as Declarant owns any Lot.

Section 5. Notice for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Section 4 above shall be sent to all Members not less than ten (10) days, nor more than thirty (30) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

Section 6. Rate of Assessment. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided

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for in this Article 5 shall be allocated and assessed equally among the Lots subject to such assessments.

Section 7. Date of Commencement of Association's Obligation for Collecting Common Assessments. The obligation of the Association to collect the Common Assessments applicable to each portion of the SUBDIVISION intended to be Common Properties shall commence on the day of closing of the first Lot to be conveyed by Declarant to a Lot Owner other than the Declarant. The prorata portion for the month of closing shall be collected by the Declarant.

Section 8. Date of Commencement of Common Assessments; Due Date. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board of Directors shall fix the amount of the annual Common Assessment against each Lot subject to the Assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Directors.

Section 9. Certificate of the Association as to the Status of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent 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 the Assessments against a Lot is binding upon the Association as of the date of its issuance.

Section 10. Annual Balance Sheet Prepared by Board of Directors. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association of each fiscal year, and shall cause to be distributed a copy of each such statement to each Member, and each first Mortgagee who has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least thirty (30) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Membership of the Association a written estimate (budget) of the expenses to be incurred by the Association during such year in performing its function under this Declaration (which may, but need not, include reasonable provision for contingencies and reserves.)

Section 11. Liability of Declarant. Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments imposed upon Lots for which it is the Owner as long as the Declarant pays all deficits in operation of the Association above the Assessments collectible from other Owners of Lots. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be computed. Declarant may at any time, and from time to time, be relieved of obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Lots for which it is the Owner.

ARTICLE 6

EFFECT OF NON-PAYMENT OF ASSESSMENTS;
REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assesaments; Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the

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Lot by the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest lawful rate then applicable. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required by the Board of Directors to pay a late charge equal to the amount of the unpaid Assessment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose a lien against the Lot or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each first Mortgagee holding a mortgage encumbering the Lot, which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such a default must be cured, (4) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year, and (5) that the Association may foreclose a lien against the Lot for all sums then due and owing to the Association in accordance with the provisions of this Declaration. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of all applicable Assessments to be immediately due and payable without further demand and may enforce the collection of the full Assessments and charges thereon in any manner authorized by law and this Declaration, by Lien Foreclosure in the manner provided for herein, or otherwise.

Section 2. Collection Expenses. The Association's lien rights shall include interest on the unpaid Assessment at the highest lawful rate, plus reasonable attorneys' fees and expenses collection.

Section 3. Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Claim of Lien was filed by the Association, an officer thereof shall record an appropriate Release of Lien upon payment by the defaulting Owner of a fee to cover the cost of preparing and recording such release.

Section 5. Certificate issued by Board of Management Company as to a Lien Indebtedness upon a Lot. A certificate and acknowledged by any two (2) members of the Board or by the Management Company stating the indebtedness secured by the lien upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to respect to all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee.

Section 6. Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law, including a suit to recover money judgment for unpaid Assessment as above provided.

Section 7. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be a lien superior to all other liens save and except tax liens and the liens of any Institutional First Mortgages. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such mortgage or deed in lieu thereof (if such mortgage was recorded prior to the recording of a Claim of Lien) shall extinguish the lien and such Assessments as to installments which become due prior to such sale or transfer. However, no sale or transfer shall relieve a Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof, and provided that all amounts which are not collected by reason of such foreclosure or deed in lieu shall be deemed a Common Assessment and shall be collectible as such from all Lots including the Lot which is the subject of the foreclosure or deed in lieu thereof.

ARTICLE 7

ARCHITECTURAL CONTROL

Section 1. Members of Committees. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Declarant. Each of said persons shall hold office until all Lots planned for the subdivision have been conveyed and constructed upon or sooner, at the option of the Declarant. Thereafter, each new member of the Committee shall be appointed by the Declarant if it owns any Lots and if not, by the Board of Directors; each member shall hold office until the latest of (a) such time as he has resigned or has been removed, or (b) one (1) year has elapsed since he took office, or (c) until his successor has been appointed, as provided for herein. Each Member of the Committee may be removed at any time without cause by the party who appointed the Member.

Section 2. Review of Proposed Construction. Subject to Article 9, Section 8, of this Declaration, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in or upon the subdivision nor shall any exterior addition to, or change or alteration be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of residential buildings, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to, and approved in writing by, the Architectural Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the subdivision as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable and is in accordance with this Declaration or any rules and regulations promulgated in accordance herewith. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and material. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans

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for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have fifteen (15) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such fifteen-day period, said plans shall be deemed approved. Notwithstanding any provision in this Article 7 to the contrary, the approval of the Architectural Committee shall not be required for any additions, changes or alterations to a Lot where such additions, changes or alterations are not visible from the outside of the residence constructed thereon.

All changes and alterations shall be subject independently to all applicable government laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 3. Review Criterion and Minimum Requirements.

(a) No residence may be constructed which contains less than 2000 square feet of living area under roof. A reduction of no more than 3% may be granted by the Committee.

(b) No residence may exceed two stories in height.

(c) Set backs: Front 25 feet; rear 25 feet; side 10 feet except an eight foot side set back shall apply to lots less than 105 feet in width.

(d) All corner lots shall face the cul-de-sac and shall be set back 25 feet from each street.

(e) A site plan shall be submitted setting forth the location of all improvements, the elevations of the lot and the location of all trees with a diameter 4 inches or greater measured 12 inches above the ground. No such tree may be removed or elevation altered without the prior consent of the committee. All walkways and driveways shall be curved unless prevented by the location of improvements. Walkways and driveways shall be constructed of brick or poured concrete. Driveways must have a minimum width of 14 feet.

(f) All front, side and rear yards shall be completely sodded with St. Augustine or Centipede varieties. Bahia is not permitted. A landscaping plan shall be submitted together with the site plan.

(g) All utilities shall be underground.

(h) All garages shall be completely enclosed and doors shall be operated by an automatic garage door opener. All boats and recreational vehicles must be kept enclosed in a garage.

(i) No window air-conditioners are permitted.

(j) No unattached utility sheds are permitted.

(k) All mailboxes shall conform to a standard design to be furnished to the owner or his agent by the committee.

(l) All garbage cans shall be hidden from street view either behind fencing, in the garage, or underground to the rear of residence.

(m) Only in-ground pools are permitted.

(n) Plans submitted shall include the selected exterior finish and colors. The preference of Declarant is brick, fieldstone, stucco or wood siding. No T-11 siding, struck block or unfinished block shall be permitted. Exterior colors shall be approved in the sole discretion of the Committee.

(o) The minimum roof pitch is 5/12. Roof colors shall be neutral with a preference to earth tones. Roof vents, plumbing stacks and other protrusions shall be installed on the rear slope of the roof where possible and shall be painted to match the roof.

(p) Windows and doors - no bright-finished or bright-plated metal exterior doors, screen door, louver or other closure may be used. Factory painted or anodized aluminum may be used subject to color approval by Committee.

(q) Fencing - No perimeter fence may exceed four feet in height. No fence may be erected nearer than 25 feet to any street. All fencing, including privacy fencing around pools, must be first approved by the Committee. Approval shall include the type and color, however, no prefabricated wood fence panels shall be permitted. The perimeter of all fencing shall be landscaped at the direction of the Committee.

Section 4. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on the behalf of the Committee, except the granting of variances pursuant to Section 9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. No Waiver of Future Approvals. The approval of the Committee of any proposals of plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 6. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article 7, the Applicant for such approval shall give written notice of completion to the Committee.

(b) Within ten (10) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such ten (10) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same. If the Committee or its duly authorized representative requests additional time, the 10-day period provided for herein shall be extended for a

reasonable period.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

(d) If for any reason the Committee fails to notify the Applicant of any noncompliance within ten (10) days after receipt of said written notice of completion from the Applicant, the Improvement shall be deemed to be in accordance with said approved plans.

Section 8. Non-Liability of Committee Members. Neither the Association, nor the Committee, nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or any other person or entity for loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the misconduct or bad faith of a member and only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Subdivision. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 9. Variance. The Committee may authorize variances from compliance with any of the architectural provisions from time to time in existence as a result of this Declaration or any Supplemental Declaration. When circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidence in writing, which must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. Any variance granted, or not granted, shall be subject to the approval of, and

any decision concerning same, shall not be binding until approved by the Board of Directors of the Association.

ARTICLE 8

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance and Obligation of Owners. Subject to the duty of the Association to provide for maintenance as provided for in this Declaration, it shall be the duty of each Lot Owner in the Subdivision at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore the Lots as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition. In the event that any portion of the Lots and/or Buildings falls into disrepair, or is not so maintained so as to thereby create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee or the Association shall have the right, but not duty, upon fifteen (15) days' prior written notice, except in cases of emergency, in which event, the aforescribed notice shall be dispensed with, to correct such condition and to enter upon such Lot to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the appropriate Lot Owner. Said cost shall be a Special Assessment and shall create a lien upon all the affected Lots enforceable in the same manner as other Assessments as set forth in this Declaration. The Owners of such Lots shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board of Directors, to the amounts payable by each such Lot Owner as Common Assessments. Lot Owners shall also be obligated to maintain their yards and lawn in a neat and clean fashion, and in the event that they fail to do so, the Committee or the Association may do so, upon ten (10) days prior notice to the Lot Owner; any amount expended by the Association or Committee in such yard maintenance shall be a Special Assessment to be levied against the negligent Owner and his Lot.

Section 2. Maintenance Obligations of Association. Subject to the provisions of Section 1 of this Article, the Association shall maintain, or provide for the maintenance of, all of the Common Properties and all improvements thereon, commonly metered utilities, and any and all utility facilities and buildings on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants and grass and other vegetation which are on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

Section 3. Exterior Appearance and Design. The Owner of any residence building which has suffered damage shall apply to the Architectural Committee for Application for reconstruction, rebuilding or repair of the Improvements therein. Application for such approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if upon completion of the work, the exterior appearance and design will be substantially like that which existed prior to the date of the damage. Failure of the Architectural Committee to act within fifteen (15) days after receipt of such a request in writing, together with the drawings and plot plans showing the full and complete nature of the proposed changes, shall constitute approval thereof. If the obligation for repair falls upon the Association,

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Architectural Committee approval will not be required prior to the commencement of such work.

Section 4. Time Limitation. The Owner or Owners of any damaged residence building, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs, and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

Section 5. Declarant's Exemption. Declarant shall be exempt from the provisions of Sections 3 and 4 hereof.

ARTICLE 9

USE RESTRICTIONS

All real property comprising the Subdivision shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Article 18 hereof.

Section 1. Nuisances. No noxious or offensive activity shall be carried on in any Buildings, Improvements, Lot or Common Properties located in the Subdivision nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such Buildings, Improvements, Lot or on the Common Properties, and the Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such Buildings, Improvements, Lot or Common Properties, or be exposed to the view of other Owners, without the prior written approval of the Architectural Committee.

Section 2. Signs. No signs, posters, displays, billboards, or other advertising devices of any kind shall be displayed to the public view on any portion of a Lot, and/or the Common Properties except for sale or rent signs may be placed on a lot. Notwithstanding the foregoing, the Declarant, its successors or assigns, may advertise during the construction, sale and leasing period by use of such signs, and advertising devices as the Declarant may deem appropriate.

Section 3. Parking and Vehicular Restrictions. Parking in the Subdivision shall be restricted to the parking areas appurtenant to each residence and in no other place. No Owner shall park, store, or keep on any portion of the Subdivision any large commercial type vehicle (for example, dump trucks, cement mixer trucks, oil or gas trucks, delivery trucks, or any other commercial vehicle), nor may any Owner keep any other vehicle on the Common Properties and same shall be deemed to constitute a nuisance if this provision is violated. The parking of boats, trailers, campers and motorcycles are likewise prohibited unless enclosed in a garage.

Section 4. Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in the Subdivision. No dog, cat or other pet may run loose (unleashed)

in the Subdivision. All owners of pets shall be responsible for cleaning up any excretions of their pets. Pets shall be limited to two domestic household pets. Any animal causing noise in a relatively continuous manner that disturbs another Lot Owner shall be deemed a nuisance as set forth above subject to injunction and prohibition as hereafter set forth.

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Section 5. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted in the Subdivision except in containers located in appropriate areas or in plastic bags, and no odor shall be permitted to arise therefrom, so as to render the Subdivision or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof, or to its occupants. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuses or trash shall be kept, stored, or allowed to accumulate on any portion of the Subdivision except within an enclosed structure appropriately screened from view. Trash containers and plastic bags containing trash shall be permitted to be placed on the front of any lot abutting the Common Properties or the streets only on the scheduled day for trash removal, and same must be removed on that same day and placed on the Lot Owners' property hidden from view from the Common Areas. The Declarant shall be expressly exempt from this restriction.

Section 6. Temporary Building. No outbuilding, basement, tent, shack, shed, or other temporary buildings or improvement of any kind shall be placed upon any portion of the Subdivision either temporarily or permanently. No trailer, camper, motor home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently. The Declarant shall be expressly exempt from this restriction.

Section 7. Outside Installations. No radio station or shortwave operations of any kind shall operate from any Lot, or the Common Properties. No external radio or antenna, television antenna or other antenna of any type including satellite dishes shall be erected or maintained in the Subdivision the except that a master antenna or antennae, or cable television antenna or antennae, may be provided for the use of Owners, and Declarant may grant and hereby reserves easements for such purposes.

Section 8. Insurance Rates. Nothing shall be done or kept in the Common Properties or Lots which will increase the rate of insurance of any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Buildings, or Lots or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

ARTICLE 10.

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the Common Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Twenty Thousand and no/100 (\$20,000.00) Dollars or less of being

sufficient to effect total restoration to the Common Properties then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Owners, in accordance with the provisions of Article 5, Section 4, of the Declaration.

(c) If the insurance proceeds are insufficient by more than Twenty Thousand and no/100 (\$20,000.00) Dollars to effect total restoration to the Common Properties, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restore the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Reconstruction Assessments against all Lots, (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged; or (3) subject to the approval as provided for in Article 5, Section 4, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Lots.

(d) Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner's Special Assessment equal to the increase if any, in the insurance premium directly attributable to the damage caused by such Owner. The costs of correcting such damage shall be a Special Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

ARTICLE 11.

COMMON PROPERTIES' INSURANCE

Section 1. Common Properties. The Association shall keep all improvements and fixtures located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductible), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire, and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 10 of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases

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all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payment and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its members, or with respect to property under its jurisdiction. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Lot Owners. All insurance policies may be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board of Directors may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

Section 5. Lot Owner's Insurance. EACH LOT OWNER SHALL BE OBLIGATED TO MAINTAIN HIS OWN INSURANCE ON ANY IMPROVEMENTS ON HIS LOT, AS WELL AS LIABILITY INSURANCE AND INSURANCE INSURING HIS PERSONAL PROPERTY.

ARTICLE 12.

MORTGAGEE PRIVILEGES

Section 1. Liens on Mortgaged Units. Where an Institutional First Mortgagee obtains title to a lot as a result of foreclosure or acceptance of a Deed in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns shall not be liable for Assessments pertaining to such a lot which became due prior to the acquisition of title unless such Assessments are secured by a claim of lien which was recorded prior to the recording of such mortgage. Such unpaid Assessments shall become Common Expenses collectible from all of the Lot Owners, including such acquirer, its successor and assigns.

Section 2. Sale, Lease or Mortgage of Lots. An Institutional First Mortgagee holding a mortgage on a lot who becomes an owner of that lot through foreclosure or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said lot and/or to mortgage said lot without prior offer to or approval of the Board of the Association.

Section 3. Priority. The lien of an Institutional Mortgage shall have the priority over the Associations' lien for Assessment.

Section 4. Notice. An Institutional First Mortgagee, upon request, is entitled to written notification from the Association of (a) any default in the performance by a Lot Owner whose Lot is encumbered by the Mortgage, of any obligation under this

Declaration which is not cured within sixty (60) days; (b) any condemnation loss or casualty loss which affects a material portion of the Association Property or of the encumbered Lot (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 6. Declarant's Exemption. Any provision of this Declaration granting exemptions to the Declarant from the terms or restrictions hereir, or granting any special rights, shall likewise apply to any Institutional First Mortgagee who becomes either the successor in title to the Declarant or acquires title to all or any unsold lots by way of foreclosure, deed in lieu thereof, or otherwise.

The provisions of this Article shall apply notwithstanding anything to the contrary contained elsewhere in this Declaration.

ARTICLE 13.

ENCROACHMENTS; EASEMENTS

Section 1. Encroachments. If (a) any portion of the Common Properties encroaches upon any other portion of the Subdivision; (b) any other portion of the Subdivision encroaches upon the Common Properties; or (c) any encroachment shall hereafter occur as the result of (i) construction of any Building or other Improvement, including but not limited to any roof overhang; (ii) setting or shifting of a Building or other Improvement; (iii) any alteration or repair to the Common Properties or any other portion of the Subdivision any repair or restoration of any Building or other Improvement or any of the Common Properties after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Building, Improvement or portion of the Common Properties, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 2. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc. The Owner of each Lot within the Subdivision subject to this Declaration or any amendment thereto shall have an easement in common with all other Owners of Lots in the Subdivision to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar facilities in such portion. The Owners of the Lots in the Subdivision shall be subject to an easement in favor of the Owners of Lots in all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, related facilities located in such portion of the Subdivision and serving other portions thereof.

Section 3. Easements of Support. Whenever any structure included in the Common Properties adjoins any structure included in any other portion of the Subdivision each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 4. Construction and Sales. The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Properties to construct, erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purposes of advertising the sale or lease of Lots.

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ARTICLE 14.

ENTRY FEATURE AND ROADWAYS

A portion of the Common Properties contains an entry feature (which will consist of a berm area which will be landscaped and will contain a sign) and roadways containing street lights, all of which shall be maintained by the Association, the expense of which is to be a Common Expense.

ARTICLE 15.

GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by the Association as follows:

(a) Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant, the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding to enforce this Declaration or any provisions thereof shall include to the prevailing party a sum of attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or if the By-Laws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed hereunder and by-law or equity with respect to nuisances, either public or private, shall be applicable and may be exercised by the Declarant or the Association or their successors-in-interest.

(c) The remedies herein provided for breach of the Covenants contained in this Declaration or in the By-Law shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage given in good faith and for value on any Lot; provided, however, that any subsequent Owners of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

(f) In the event a Lot Owner brings a violation of this Declaration to the attention of the Association, in writing, and the Association fails or refuses after thirty (30) days to the take such action as may be allowed in this Declaration to the Association the individual Lot Owner shall have the right to enforce this Declaration by court action but shall have no greater remedies. In such event suit shall be brought in the name of the Lot Owner individually and not the Association.

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

and effect.

Section 3. Term. Subject to the amendment provisions of Section 5 hereof, the covenants and restrictions of this Declaration shall run with and bind the properties covered hereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of forty (40%) percent of the Lots and their mortgagees has been recorded revoking said covenants.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of community facilities and Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving question of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the singular, and the masculine, feminine and neuter genders shall each include the other.

Section 5. Amendments. This Declaration may be amended by the Association (1) by the affirmative vote or written consent of the Owners of forty (40) lots and the affirmative vote of the Class B Member (so long as the Class B Membership exists; or (2) by the affirmative vote of the Class B member alone; provided, however, that no amendment shall be permitted which has a material adverse affect upon substantial rights of the Declarant unless the Declarant joins in such Amendment. Nothing contained herein shall affect the right of the Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. No amendments may be made to the provisions hereof relating to the maintenance of drainage systems without the written consent of the City of Ocala. This Section 5 may not be amended.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the Public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Subdivision shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

Section 8. Notice. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

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Section 9. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 10. Withdrawal of Certain Property. Anything herein contained to the contrary notwithstanding, Declarant reserves the right to amend this Declaration at any time or times, without prior notice and without the consent of any person or entity, for the purpose of adding or removing certain portions of the Subdivision from the provisions of this Declaration. Notwithstanding the rights contained in this Section, no Lot can be withdrawn from the provisions of this Declaration at any time subsequent to said Lot being sold.

ARTICLE 16.

FINES

Section 1. Compliance. Every Lot Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations as same exist and maybe adopted in the future by the Board of Directors.

Section 2. Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunction relief or any combination thereof. The Board of Directors shall have the right to suspend voting rights and use of the Common Elements in addition thereto.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Lot Owner for failure of a Lot Owner, his tenants, family guests, invitees or employees to comply herewith or with any rule or regulation provided the following procedures are followed:

(a) Notice. The Board of Directors shall notify the Lot Owner of the infraction or infractions. Included in the Notice shall be the date and time of a special meeting of the Board of Directors, at which time the Lot Owner shall present reasons why penalties should not be imposed. At least six (6) days' written notice of such meeting shall be given.

(b) Hearing. The facts of non-compliance or violation shall be presented to the Board of directors after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Lot Owner not later than ten (10) days after the hearing.

(c) Penalties. The Board of Directors may impose a special assessment or assessments against the Lot owned by the Lot as follows:

(1) First non-compliance or violation--a fine not in excess of Twenty-Five and no/100 (\$25.00) Dollars;

(2) Second non-compliance or violation--a fine not in excess of Fifty and no/100 (\$50.00) Dollars;

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature--a fine not in excess of One Hundred and no/100 (\$100.00) Dollars.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after Notice of the imposition of same.

(e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for collection of Assessments as set forth in Article 6.

(f) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Lot Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

ARTICLE 17.

DECLARANT'S EXCEPTIONS

Section 1. Declarant's Exceptions in General. Declarant and its successors or assigns will undertake the work of constructing improvements relating to the subdivision. The completion of that work and the sale and other disposal of Lots is essential to the establishment and welfare of the Subdivision as a community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of Lots. In order that said work may be completed and the Subdivision established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or upon the Subdivision whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Subdivision may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant or upon the Subdivision or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Subdivision as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant or upon the Subdivision or its successors or assigns, its or their business of developing, subdividing, grading and constructing Improvements, in the Subdivision and of disposing of Lots therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns from

determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the Subdivision; or

(e) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them or upon the Subdivision as may be necessary in connection with the sale, lease or other marketing of Lots or otherwise from taking such other actions deemed appropriate.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use and sale of the Subdivision.

Section 2. Declarant's Exceptions to Architectural Control. Declarant shall be exempt from the provisions of Article 7 hereof and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make.

Section 3. Declarant's Exemption from Delinquent Fees, Costs, Interest or Penalties. Declarant shall be exempt from the provisions of Articles 6, 7, 8, 9 and 16 hereof.

Declarant has caused this Declaration to be executed on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

[Signature]
Tracy Collins

KENNICO DEVELOPMENTS, INC.

By: *[Signature]*
Richard R. Kennedy
President

CANADA
PROVINCE OF ONTARIO

The foregoing Declaration was acknowledged before me this 20th day of JANUARY, 1988, by Richard R. Kennedy, President of Kennico Developments, Inc., a Florida corporation.

[Signature]
Notary Public
My Commission Expires: UNLIMITED

JOINDER

AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached.

IN WITNESS WHEREOF, AVONDALE HOMEOWNERS' ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 29th day of January, 1988.

Signed, sealed and delivered in the presence of:

Avondale Homeowners' Association, Inc.,
A Florida corporation, not-for-profit

Keith W. Potts

[Signature]

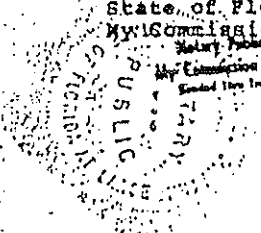
By: G. Michael Thompson
G. Michael Thompson

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Joinder was acknowledged before me this 29th day of January, 1988, by G. Michael Thompson as President of Avondale Homeowners' Association, Inc., a Florida corporation not-for-profit.

Keith W. Potts

Notary Public
State of Florida at Large
My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 9, 1990
Sealed Upon True Fals - Incompetent Use.



OR
BOOK 1483 PAGE 0949

EXHIBIT A
ARTICLES OF INCORPORATION
OF
AVONDALE HOMEOWNERS' ASSOCIATION, INC.

The undersigned hereby associate to form a corporation not for profit under Chapter 617 of the Florida Statutes.

ARTICLE I

NAME

The name of this corporation shall be AVONDALE HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association".)

ARTICLES II

PURPOSES

The purposes of the Association are to acquire title to and own, and whether owned or not, to operate, maintain and preserve the Common Properties (as such term is defined in the Declaration of Covenants and Restrictions for AVONDALE HOMEOWNERS' ASSOCIATION, INC. which will be recorded among the Public Records of Marion County, Florida (hereinafter called the "Declaration"), in the development located in Marion County, Florida, known as AVONDALE. The Association is also formed to maintain the privately owned parts of the AVONDALE area which are not maintained by their owner.

ARTICLE III

POWERS

The Association shall have all of the powers given to corporations not for profit by the Florida Statutes and all of the powers expressly conferred upon it by the Declaration, together with all powers necessary to fulfill both such stated powers and the duties expressly given to it by such Declaration. These powers include, but are not limited to, the power to:

A. Maintain, repair, improve and insure the landscaping, private roadways, parking spaces or Common Properties, recreational facilities, exterior street lighting and other Common Areas which the Association own or which it has assumed the obligation to maintain;

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MARION COUNTY FLORIDA

OF
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- B. Make and collect assessments from its members;
- C. Pay all Association expenses;
- D. Acquire title to and exercise all rights of ownership in and to any real or personal property.
- E. Make, amend and enforce reasonable rules and regulations for the use of the property it owns or maintains;
- F. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association.

OR
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ARTICLE IV

MEMBERS

1. Every record owner of a fee interest in any residential lot (hereinafter called a "Lot") which is subject to assessment by the Declaration, 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 a Lot.

2. Change of membership in the Association shall be established by the recording in the Public Records of Marion County, Florida, of a deed or other instrument establishing a record title to a Lot and shall be evidenced by delivery to the Association of a copy of such instrument. The membership of the prior owner shall be terminated as of the date of delivery of such deed or other instrument.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his residential Lot.

4. There shall be two (2) classes of membership as follows:

(a) Class A. As long as there is a Class B membership, Class A members shall be all Lot Owners other than the Developer. Each Lot whose owners are Class A members shall be entitled to one vote at members' meeting. When the Class B membership terminates, Class A members shall be all Lot Owners;

(b) Class B. The Developer shall be the only Class B

member and shall have one vote for every Lot it owns and two votes for every Class A member. Upon the earliest of the following to occur, the Class B membership shall terminate and the Developer shall be a Class A member with regard to Lots it owns (1) Thirty (30) days after Developer terminates the Class B membership by so notifying the Association in writing; or (2) When the last Lot is conveyed to a Purchaser.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be initially managed by a Board of three (3) Directors, whose names are:

Alfred W. Nicholls

G. Michael Thompson

Linda C. Miller

All Directors at: 3300 SW 34th Avenue, Suite 124B, Ocala, FL 32674
2. New Directors shall be appointed or elected and the

number of Directors shall be increased or diminished in accordance with the By-Laws of the Association.

ARTICLE VI

OFFICERS

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, and such additional officers as the By-Laws specify. The officers shall be elected by the Directors at their annual meeting or at any special meeting called for that purpose.

The first officers who shall serve until the first election are:

Alfred W. Nicholls, President

G. Michael Thompson, Vice President

Linda C. Miller, Secretary/Treasurer

ARTICLE VII

BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and may be altered as follows:

OR. 1483 PAGE 0954
BOOK

1. An amendment may be proposed by any member or any Director prior to a meeting at which it will be considered.

2. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered.

3. Except as otherwise provided in the By-Laws, the amendment must be approved, either in person or by proxy by at least (i) two-thirds (2/3) of the entire membership of the Board of Directors AND by two-thirds (2/3) of each class of the entire membership of the Association; or by at least (ii) eighty (80%) percent of each class of the entire membership of the Association, or (iii) by the Class B member as long as the Class B membership exists.

4. No amendment may change the qualifications for membership in the Association.

5. No amendment which will affect the Developer shall be adopted unless the Developer has consented thereto in writing.

6. A copy of the amendment shall be recorded in the Public Records of Marion County, Florida.

ARTICLE VIII

AMENDMENT OF ARTICLES

These Articles may be amended in the same manner provided above for amending the By-Laws except that each amendment must also be filed with the Secretary of State of Florida to be valid.

ARTICLE IX

DISSOLUTION OF THE ASSOCIATION

The term of the Association shall be perpetual however, it may be dissolved as provided by Florida law.

Upon dissolution, the Association's assets (including any real property and improvements thereon) remaining after payment to creditors and payment of all costs and expenses relating to such dissolution shall be distributed in the following priority:

To the members in such proportions as they agree upon, or failing such agreement, in such proportions as are determined

by a court having jurisdiction, or if the members prefer, to any municipal or governmental authority which is willing to accept such assets.

2. To any municipal or governmental authority which is willing to accept such assets.

ARTICLE X

INITIAL SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

G. Michael Thompson
3300 S. W. 34th Avenue - Suite 124B
Ocala, Florida 32674

Linda C. Miller
3300 S. W. 34th Avenue - Suite 124B
Ocala, Florida 32674

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ARTICLE XI

STREET ADDRESS AND REGISTERED AGENT

The street address of the corporation's initial registered office shall be:

3300 S. W. 34th Avenue, Suite 124B, Ocala, Florida 32674

and the name of its initial Registered Agent at such address shall be: LINDA C. MILLER

IN WITNESS WHEREOF, we the undersigned incorporators, have executed these Articles of Incorporation for the purpose of forming the Association this 15 day of January, 1988.


G. MICHAEL THOMPSON


LINDA C. MILLER

Having been named to accept service of process for the Association at the place herein designated, I hereby accept to act in this capacity, and I further agree to comply with the

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provisions of all statutes relative to the complete and proper performance of duties.

Linda C. Miller
LINDA C. MILLER

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NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA)
COUNTY OF MARION)

I HEREBY CERTIFY that on this 15 day of January 1988, before me the undersigned authority, personally appeared G. Michael Thompson and Linda C. Miller, to me known to be the persons described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State the day and year first above written.

Karl W. Pitt
Notary Public
State of Florida at Large
My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 9, 1990
Bonded Three Thousand Dollars - Insurance Inc.