

FF 1483 PAGE 0957
BOOK

EXHIBIT "B"

BY-LAWS OF

AVONDALE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

1.1 Association shall mean the AVONDALE HOMEOWNERS' ASSOCIATION, INC.

1.2 Declaration shall mean the Declaration of Covenants, Restrictions and Easements for AVONDALE HOMEOWNERS' ASSOCIATION, INC., to be recorded among the Public Records of Marion County, Florida.

1.3 Articles shall mean the Articles of Incorporation for AVONDALE HOMEOWNERS' ASSOCIATION, INC.

1.4 All definitions contained in the Declaration are incorporated herein by reference.

ARTICLE II

OFFICES

The principal office of the Association shall be at 3300 S. W. 34th Avenue, Suite 124B, Ocala, Florida 32674 or such other place in Marion County, Florida, as the Board of Directors may, from time to time, determine.

ARTICLE III

MEMBERS AND MEMBERSHIP MEETINGS

3.1 Members. Only record owners of fee interests in a Lot may be members of the Association, and every such record owner shall be a member. When the ownership of a fee interest in a Lot changes, the previous Owner's membership shall terminate and the new Owner's membership shall begin. Within ten (10) days of receipt of the instrument transferring title to him, the new Owner shall give the Association a copy of such instrument.

3.2 Transfer of Membership. A member's share in the assets of the Association and the right to membership are transferrable only as an appurtenance to a Lot.

3.3 Vote. The Owners of each Lot shall be entitled to one combined vote at members' meetings. The vote for each Lot owned by two or more persons shall be cast by one of its owners who has been designated as the "Voting Member" in a signed certificate filed with the Association. If a Lot is owned by a corporation or other type of entity, the entity shall designate one of its officers, directors, shareholders, partners or other person appropriate to that type of entity as the Voting Member. If a husband and wife own a Lot, no Voting Member need be designated, and either spouse may cast that Lot's vote. No Voting Member may vote during any period in which the assessment for his Lot is past due, or during any period during which the Owners of his Lot are in violation of any Association rules and regulations.

3.4 Annual Meeting. The annual members' meeting shall be held at 7:30 p.m. on the first Wednesday in December which is not a legal holiday. The first annual meeting shall be held in the year in which the first Lot is transferred by the Developer to a

third party in the ordinary course of business. At annual meetings, officers shall give reports, elections of directors shall take place, a budget shall be adopted and assessments for the next year determined and any other members' business property presented to the meeting shall be transacted.

3.5 Special Meetings. Special Meetings of the members may be called by an officer, a majority of the Board of Directors, or by one-third of the Voting Members.

3.6 Notice and Place of Meetings. Notice of all members meetings shall be given by the Secretary and shall state the time, place and purpose of the meeting. Unless notice is waived in writing, notice shall be sent to each member at his address as it appears on the books of the Association.

Notice shall be sent by regular mail or shall be delivered by hand at least ten (10) days prior to the date that the meeting is to be held. Proof of such mailing or delivery shall be by affidavit of the person who mailed or delivered it. Notice of the meeting may be waived before, during or after meetings by the signing of a waiver.

3.7 Quorum. A quorum at a members' meeting shall be a majority of the Voting Members, whether present in person or by proxy. In the event a quorum is not present at a meeting, then a majority of the Voting Members who are present may either:

(i) Adjourn the meeting to a date which is no later than seven (7) days from the date of the originally scheduled meeting, and at such rescheduled meeting, thirty-three and one-third (33 1/3%) percent of the Voting Members shall constitute a quorum; or

(ii) Take any authorized action subject to the written approval of a number of Voting Members equal to the difference between the minimum number of Voting Members necessary to constitute a quorum, and the number of Voting Members in attendance who voted for such action, provided that the total affirmative votes is at least equal to the number which is required to authorize such action.

3.8 Action. Unless otherwise stated in these By-Laws, the Declaration or the Articles, and unless otherwise required by Statute, the act of a majority of the Voting Members present at a meeting in which a quorum was present shall constitute the act of the entire membership. In no event may any action be taken which would affect the Developer without first obtaining the Developer's written consent thereto. Any action which could under Florida law be taken at a meeting of members may be taken without a meeting if authorized in writing by a majority of all Voting Members, and if thereafter filed with the Secretary of the Association.

3.9 Classes of Members. 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; once the Class B membership terminates, the Class A members shall be all Lot Members. Each Lot whose owners are Class A members shall be entitled to one vote at members' meetings.

(b) Class B. The Developer shall be the only Class B member, and shall have one vote for every Lot it owns, plus two (2) votes for every Class A vote. Upon the earlier of the

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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 IV

DIRECTORS

4.1 Number. The first Board of Directors shall consist of three persons. The number of Directors may be increased or decreased from time to time by an amendment to these By-Laws, but in no event shall there be less than three Directors.

4.2 Members. All Directors elected by the members must be members of the Association.

4.3 Election. Election of the Board of Directors shall be as follows:

(a) Election shall be a plurality of the votes cast at the members' meeting.

(b) The Developer shall elect all Directors until the earlier of the time when the Developer no longer holds or intends to develop any lot for sale to customers in the ordinary course, or December 31, 1989, whichever first occurs. Within sixty (60) days of the earlier of the aforementioned times, the Developer shall call a special meeting of the members, at which time new Directors shall be elected and the Directors elected by the Developer shall resign.

(c) Vacancies caused by death, resignation, incapacity or removal of a Directors shall be filled by the remaining Directors who shall appoint a substitute to serve until the election and qualification of successors at the next annual members' meeting. However, as long as the Developer has elected any Directors, the Developer shall fill any vacancy in the Board.

4.4 Term. Each Director shall serve until his or her successor is duly elected and qualified, until they resign or until they are removed.

4.5 Removal of Directors. A Director may be removed from office at a members' meeting upon the affirmative vote of a majority of the Voting Members for any reasons deemed by the Voting Members to be in the best interest of the Association; provided, however, before any Director is removed from office he shall be notified in writing that a motion to remove him will be made, and if such Director is present, he or she shall be given an opportunity to be heard at such meeting prior to the vote on his or her removal; and provided further, that a Director elected or appointed by the Developer may be removed only by the Developer and his successor named only by the Developer.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, and the meetings shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice

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is waived.

4.7 Special Meetings. Special meetings of the Directors may be called by the President or Vice-President, and must be called by the Secretary at the written request of one-third (1/3) of the members of the Board of Directors; not less than three (3) days' notice of the meeting shall be given. Notice shall be given personally, by mail, telephone or telegraph, and shall state the time, place and purpose of the meeting, and the meeting shall be open to all members of the Association.

4.8 Quorum. A majority of the Directors shall constitute a quorum at the Directors meeting. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

4.9 Waiver of Notice. Any Director may waive notice of the meeting before or after the meeting, and such waiver shall be deemed equivalent to his having received notice.

4.10 Presiding Officer. The presiding officer at a Board of Directors meeting shall be the President. In the President's absence, the Directors present shall designate any one of their number to preside.

4.11 Relinquishment of Control. The Developer may relinquish control of the Board of Directors at any time it chooses by calling a special meeting of members for that purpose at which meeting the members shall elect the new Directors.

ARTICLE V

OFFICERS

5.1 Officers. The executive officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice-President, a Treasurer and a Secretary. The officers shall be elected annually by the Board of Directors, and they each may, pre-emptorily be removed by a majority vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and assistant officers and shall designate such powers and duties as the Board of Directors shall determine are required to manage the affairs of the Association. The Board of Directors from time to time may eliminate certain of the offices enumerated hereunder and/or assign their functions to an agent. Any two or more offices may be held by the same person.

5.2 President. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members and to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board of Directors and of the members.

5.3 Vice-President. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors. In the event that there shall be more than one Vice-President elected by the Board, then they shall be designated "First" and "Second", etc. and shall exercise the powers and perform the duties of the President in such order.

5.4 Secretary. The Secretary shall send notices of

meetings and keep the minutes of all proceedings of the Directors and the members. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of Treasurer, and shall perform all of the duties incident to the office of the Secretary of an Association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer.

5.6 Vacancies. A vacancy in any office shall be filled in the manner provided for the election of officers.

ARTICLE VI

DUTIES OF DIRECTORS

The Association shall act through its Board of Directors which shall perform all of the obligations of the Association. These obligations include, but are not limited to, maintaining, repairing, and replacing any property it owns or has assumed the obligation to maintain; procuring insurance on such property; servicing or hiring employees to service the property; collection and enforcing the collection of assessments needed to provide funds for the Association; keeping records of all Association affairs and presenting a statement thereof to the members at their annual meeting; managing the Association's funds; borrowing money and incurring indebtedness for Association purposes and executing all required documents in connection therewith; enforcing these By-Laws, the Articles of Incorporation and the Declaration; and adopting and enforcing such Rules and Regulations as it deems necessary.

7.1 General. The following shall govern the fiscal management of the Association:

- a. The fiscal year shall be the calendar year.
- b. The cash basis method of accounting shall be used.
- c. All Association income (including assessments) shall be used to pay expenses; the excess shall be held in reserve for future expenses.

7.2 Accounts. Association funds shall be held in such bank and savings accounts as the Board of Directors shall determine from time to time. Withdrawals from such accounts shall be made by checks or withdrawal requests signed by at least two of the officers of the Association.

7.3 Audit. An uncertified audit of the Association's accounts shall be prepared annually by an accountant, an auditor or a certified public accountant and shall be furnished to each member no later than March 1, following the year to which it applies.

ARTICLE VIII

BOOK 1433 PAGE 0962

ASSESSMENTS

8.1 Fixing Assessments. The Owners of each Unit shall be obligated to pay their proportionate part of any annual assessment determined by the Board of Directors in accordance with the following:

a. The Directors shall prepare a proposed budget which shall include all anticipated Association expenses for the following year, including but not limited to, the costs of:

1. Maintaining, repairing, replacing (if needed), insuring, and servicing the property it owns or has agreed to maintain.
2. Paying all taxes on the property it owns.
3. Paying all utility charges for service rendered to the property it owns or has agreed to maintain.
4. Hiring employees as needed.
5. Establishing a contingency reserve for maintenance, repair and replacement.

b. The budget shall be allocated to each Lot in accordance with the Declaration. Such sum shall be the annual assessment.

c. The budget shall also set forth any proposed special assessment which shall be allocated equally among the lots.

d. The budget shall set forth the due date or dates for the assessments and the date when such assessments will be considered past due.

e. A copy of the budget shall be furnished to each member at least thirty (30) days before the year to which it applies.

8.2 Liens. If any Assessment is unpaid, the Association may file a Claim of Lien against the Lot whose Owners are delinquent and such lien may be foreclosed in the same manner as a mortgage. The Association may also bring an action at law against the delinquent Owner personally.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding in which they become involved by reason of being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred. However, if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the aforementioned indemnity shall not apply. The indemnification shall apply to any settlement which the Board approves as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all

rights of indemnification to which such Director or officer may be entitled by statute or common law.

ARTICLE X

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason or solely because the Director or officer is present at or participates in this meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is, or may be interested in any such contract or transaction.

ARTICLE XI

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles of Incorporation or these By-Laws.

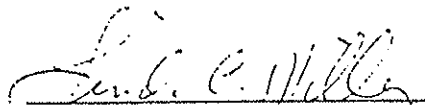
ARTICLE XII

AMENDMENTS

12.1 These By-Laws may be amended in the manner provided in the Articles of Incorporation.

12.2 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any approved mortgage or the rights of the Developer unless such approval has been evidenced by the written consent of an approved Mortgagee or the Developer.

Adopted by unanimous consent of the Board of Directors on this 29th day of January, 1988.


Secretary

(SEAL)

RECORD AND RETURN TO

RETURN TO DEED CUSTOM HOMES 3007 S.E. 25TH AVE. Ocala, FL 32671

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

rec 24.00

BK1679 Pg1858

THIS AMENDMENT, made and entered into this 30th day of July, 1990, by AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Kennico Developments, Inc., the original Developer of the subdivision platted as Avondale in Plat Book Z, Pages 49-50, Public Records of Marion County, Florida, executed and filed that certain Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc., the same being recorded in O.R. Book 1483, Pages 0924 through 0963; and

WHEREAS, Developer has heretofore conveyed all of the lots within said subdivision; and therefore, the Class B Membership no longer exists; and

WHEREAS, in accordance with Section 5 of Article 15 of the abovereferenced Declaration, the owners, at a duly called meeting of the Association, by a vote of not less than the owners of forty (40) lots, have determined to amend said Declaration as hereinafter set forth, such amendments having been determined not to cause a material adverse effect upon the substantial rights of the Developer or the owners of lots within the subdivision; and

VERIFIED MARION COUNTY FL 90 AUG 27 PM 1:24

DC BY [Signature] 90-054558

NOW THEREFORE, the Association does hereby amend the aboverferenced Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc. as follows:

A. Section 3(h) of Article 7 is hereby amended to read as follows:

"(h) All garages shall be completely enclosed. All boats and recreational vehicles must be kept enclosed in a garage."

B. Section 3(k) of Article 7 is hereby amended to read as follows:

"(k) All mailboxes shall conform to a standard established by the Committee."

C. Section 3(q) of Article 7 is hereby amended to read as follows:

"(q) Fencing - No perimeter fence may exceed five feet (5') in height. No fence may be erected nearer than twenty-five feet (25') 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.

D. Section 7 of Article 9 is hereby amended to read as follows:

BK1679 PG1862

BK1679 Pg 859

"Outside Installations. No radio station or shortwave operations of any kind shall be operated from any Lot, or the Common Properties. No radio or antenna, television antenna or other type of satellite dishes shall be erected or maintained in the subdivision without the location approved by the Architectural Control Committee."

2. Except as otherwise specifically amended hereby, the aboverferenced Declaration and the terms and conditions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the President, Secretary and all of the Directors of AVONDALE HOMEOWNERS' ASSOCIATION, INC., have hereunto set their hands and seals this 30th day of July, 1990.

Signed, Sealed and Delivered in the Presence of:

AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation

Joyce M. Flors

Margaret H. Sundebe
Joyce M. Flors

By: Mark C. Revella President
Attest: Laura P. Neiman Secretary
Mark C. Revella Director
Laura P. Neiman Director
David C. Norton Director

BK1679 P61860

STATE OF FLORIDA)
COUNTY OF PASCO)

Before me personally appeared Mark C. Revalia, President,
Laura P. Neiman, Secretary, Mark C. Revalia, Director,
Laura P. Neiman, Director, and David C. Norton, Director, to
me well known and known to me to be the individuals described in
and who executed the foregoing instrument as President,
Secretary and Directors of the abovenamed AVONDALE HOMEOWNERS'
ASSOCIATION, INC., a Florida Corporation, and severally
acknowledged to and before me that they executed such instrument
as said President, Secretary, and Directors respectively, of
said Corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said Corporation and that it
was affixed to said instrument by due and regular corporate
authority, and that said instrument is the free act and deed of
said Corporation.

WITNESS my hand and official seal this 30th day of
July, 1990.

Marina Clark Sakow
Notary Public
My Commission Expires: 11/27/91
Notary Public, State of Florida At Large
My Commission Expires Feb 26, 1991
Bonded By Western Surety Company
11177

BK1679 PG1861

JOINDER OF THE ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the Directors of AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation, hereby consent to and join in on the foregoing Amendment to Declaration of Covenants, Restrictions and Easements.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30th day of July, 1990.

AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation

By: Mark C. Revelia Director
By: Laura P. Neiman Director
By: David C. Norton Director

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, personally appeared Mark C. Revelia, Laura P. Neiman and David C. Norton to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of July, 1990.

Marie [Signature]
Notary Public
My Commission Expires:
Notary Public, State of Florida Affiliated
My Commission Expires Feb 26, 1991
Became Notary Public [Signature]
G421/F05

19.50

Ernest E. Higgins

BY *[Signature]* DC

92-043811

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VERIFIED
MARION COUNTY, FL

92 JUL -2 AM 11: 20

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

THIS AMENDMENT, made and entered into this 1st day of July, 1992, by AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, (hereinafter referred to as "Association").

BK 1813 PG 1895

WITNESSETH:

WHEREAS, Kannico Developments, Inc., the original Developer of the subdivision platted as Avondale in Plat Book Z, Pages 49-50, Public Records of Marion County, Florida, executed and filed that certain Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc., the same being recorded in O. R. Book 1483, Pages 0924 through 0963; and

WHEREAS, Developer has heretofore conveyed all of the lots within said subdivision; and therefore, the Class B Membership no longer exists; and

WHEREAS, in accordance with Section 5 of Article 15 of the above-referenced Declaration, the owners, at a duly called meeting of the Association, by a vote of not less than the owners of forty (40) lots, have determined to amend said Declaration as hereinafter set forth, such Amendments having been determined not to cause a material adverse effect upon the substantial rights of the Developer or the owners of lots within the subdivision;

NOW, THEREFORE, the Association does hereby amend the above-referenced Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc. as follows:

- A. Section 3(o) of Article 7 is hereby amended to read as follows:
 "(o) The minimum roof pitch is 5/12. The roof shall be constructed of either clay or concrete barrel tile or architectural or dimensional style fungus-resistant asphalt shingles. No three-

tab shingles shall be allowed. 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.

Except as otherwise specifically amended hereby, the above-referenced Declaration and the terms and conditions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the President, Secretary and all of the Directors of AVONDALE HOMEOWNERS' ASSOCIATION, INC. have hereunto set their hands and seals this 1st day of July, 1992.

Signed, sealed and delivered in the presence of:

AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

[Signature]
William C. Schlagel

[Signature]
Becky McDonald, President

Attest: [Signature]
Kim McGrath, Secretary

[Signature]
Becky McDonald, Director

[Signature]
Kim McGrath, Director

[Signature]
Jim Mitchell, Director

Director

[Signature]
Dalia Schlagel, Director

Director

Director
Print Name: _____

STATE OF FLORIDA
COUNTY OF MARION

Before me personally appeared Becky McDonald, President; Kim McGrath, Secretary;

7 02 1992

Becky McDonald, Director; Kim McGrath, Director; Jim Mitchell, Director; Dalia Schlagel, Director; _____ Director to me well known and known to me to be the individual described in and who executed the foregoing instrument as President, Secretary and Directors of the above-named AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as said President, Secretary and Directors respectively of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation. *THEY ARE PERSONALLY KNOWN TO ME AND AN OATH WAS TAKEN*

WITNESS my hand and official seal this 18 day of July, 1992.



Susan J. Harris
Notary Public, State of Florida
Print Name: Susan J. Harris
My commission expires: _____
Commission No. 77942718
Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1993

JOINDER OF THE ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a majority of all of the Directors of AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, hereby consent to and join in on the foregoing Amendment to Declaration of Covenants, Restrictions and Easements.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this ___ day of June, 1992.

Becky McDonald
Becky McDonald, Director
Jim Mitchell
Jim Mitchell, Director
Dalia Schlagel
Dalia Schlagel, Director

Kim McGrath
Kim McGrath, Director

Director
Print Name: _____

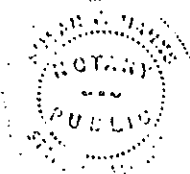
STATE OF FLORIDA
COUNTY OF MARION

Before me personally appeared Becky McDonald, Director; Kim McGrath, Director; Jim

77021992

Mitchell, Director; Dalia Schlagel, and _____, Director, to me well known and known to me to be the individuals described in and who executed the foregoing instrument acknowledged to and before me that they executed such instrument for the purposes therein expressed. *THEY ARE PERSONALLY KNOWN TO ME AND AN OATH WAS TAKEN.*

WITNESS my hand and official seal this 1st day of July, 1992.



Susan J. Harris
Notary Public, State of Florida
Print Name: Susan J. Harris Notary Public, State of Florida at Large
My commission expires: _____ My Commission Expires Jan. 30, 1993
Commission No. AA64278

Prepared By and Return To:
Becky McDonald
Avondale Homeowners Association, Inc.
P. O. Box 71126
Ocala, Fl. 34471

RECORDED
INDEXED

7 02 19 92

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

THIS AMENDMENT, made and entered into this 12th day of December, 1992, by AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Kennco Developments, Inc., the original Developer of the subdivision platted as Avondale in Plat Book Z, Pages 49-50, Public Records of Marion County, Florida, executed and filed that certain Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc., the same being recorded in O. R. Book 1483, Pages 0924 through 0963; and

WHEREAS, Developer has heretofore conveyed all of the lots within said subdivision; and therefore, the Class B Membership no longer exists; and

WHEREAS, in accordance with Section 5 of Article 15 of the above-referenced Declaration, the owners, at a duly called meeting of the Association, by a vote of not less than the owners of forty (40) lots, have determined to amend said Declaration as hereinafter set forth, such Amendments having been determined not to cause a material adverse effect upon the substantial rights of the Developer or the owners of lots within the subdivision;

NOW, THEREFORE, the Association does hereby amend the above-referenced Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc. as follows:

A. Section 3(q) of Article 7 is hereby amended to read as follows:

(q) Fencing - No perimeter fence may exceed five feet (5') in height. No fence may be erected nearer than twenty-five feet (25') to any street. All chain-link fencing, including connecting rods and posts, shall be earth tone brown in color. No silver chainlink fencing, rods and posts, or any other color fence, rods and posts (except earth tone brown) shall be allowed. Approval

RECORDED & RECORD
VERIFIED
MARION COUNTY, FL

92 DEC 18 PM 4: 11

BY Sharon E. Higgins DC
SH

92-082545

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1992

for all fencing, including privacy fencing around pools, must be submitted for prior approval 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.

B. Section 7, Article 9 is hereby amended to read as follows:

Outside Installations. No radio station or shortwave operation of any kind shall be operated from any Lot, or the Common Properties. No radio or antenna, television antenna shall be erected or maintained in the subdivision. No satellite dishes shall be erected or maintained in the subdivision ~~except~~ the type known generally as the "Undercover Brand" (electric umbrella type of dish used specifically with patio furniture to look just like a patio table with umbrella). This patio umbrella type of dish is manufactured by Stargazer Industries and the unit shall be restricted to a maximum size/height of 7-1/2 feet (same size as a typical patio umbrella) and shall only be allowed with a horizon-to-horizon motor with cover. This type of motor is allowed because it is concealed and does not show.

C. Section 3(h), Article 7 is hereby amended to read as follows:

(h) All garages shall be at a minimum a two-car garage and shall be completely enclosed with overhead garage door(s). No patio doors or french doors shall be allowed instead of overhead garage door(s). No outside sliding or stationary garage screening shall be allowed. All boats and recreational vehicles must be kept enclosed in a garage.

D. Section 3(k), Article 7 is hereby amended to read as follows

(k) All mailboxes shall be made of the same material or a combination of the materials of construction of the house, and shall be the pillar type and meet the aesthetic standards set by the Architectural Control Committee. As an example, if the home is of stucco construction, the mailbox must be a pillar type of the same material and matching color to the house. Plans for the construction, design and finish of the mailbox must be submitted for prior approval by the Committee and may be submitted to the Committee at the same time as the house plans.

Except as otherwise specifically amended hereby, the above-referenced Declaration and the terms and conditions thereof shall remain in full force and effect.

12181992

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IN WITNESS WHEREOF, the undersigned, being the President, Secretary and all of the Directors of AVONDALE HOMEOWNERS' ASSOCIATION, INC. have hereunto set their hands and seals this 17th day of December, 1992.

Signed, sealed and delivered in the presence of:

AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

Dean A. Smith
DEAN A. SMITH

Becky McDonald
Becky McDonald, President

Attest: Bob DeVito
Bob DeVito, Secretary

Becky McDonald
Becky McDonald, Director

Bob DeVito
Bob DeVito, Director AND SECRETARY

Jim Mitchell
Jim Mitchell, Director

JEFF ABBOTT
Director

Dalia Schlagel
Dalia Schlagel, Director

N/A
Director

N/A
Director
Print Name: _____

STATE OF FLORIDA
COUNTY OF MARION

Before me personally appeared Becky McDonald, President; Bob DeVito, Secretary; Becky McDonald, Director; Bob DeVito, Director; Jim Mitchell, Director; Dalia Schlagel, Director; DEAN A. SMITH & JEFF ABBOTT Directors to me well known and known to me to be the individual described in and who executed the foregoing instrument as President, Secretary and Directors of the above-named AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as said President, Secretary and Directors respectively of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority.

1992 DEC 17

BK 1886PG 1549

and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 17th day of December, 1992.

Notary Public, State of Florida at Large
My Commission Expires Jan. 20, 1993

Suzanne J. Harris
Notary Public, State of Florida
Print Name: Suzanne J. Harris
My commission expires:
Commission No. AA642718

JOINDER OF THE ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a majority of all of the Directors of AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, hereby consent to and join in on the foregoing Amendment to Declaration of Covenants, Restrictions and Easements.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this ___ day of December, 1992.

Becky McDonald
Becky McDonald, Director

Jim Mitchell
Jim Mitchell, Director

Dalia Schlager
Dalia Schlager, Director

N/A
Director
Print Name: _____
STATE OF FLORIDA
COUNTY OF MARION

Bob DeVito
Bob DeVito, Director

Dean A. Smith
DIRECTOR DEAN A. SMITH

Jeff Abbott
DIRECTOR JEFF ABBOTT

Before me personally appeared Becky McDonald, Director; Bob DeVito, Director; Jim Mitchell, Director; Dalia Schlager, and Dean Smith & Jeff Abbott, Directors to me well known and known to me to be the individuals described in and who executed the foregoing instrument acknowledged to and before me that they executed such instrument for the purposes therein expressed.

WITNESS my hand and official seal this 17th day of December, 1992.

Prepared by and Return to:
Becky McDonald
Avondale Homeowners Assoc Inc
P. O. Box 71126
Ocala, FL 34471

Suzanne J. Harris
Notary Public, State of Florida
Print Name: Suzanne J. Harris
My commission expires:
Commission No. AA642718

Notary Public, State of Florida at Large
My Commission Expires Jan. 20, 1993

Hicks & MacQuarrie



R. 24.00

FRANCES J. THIGPIN, CLERK OF CIRCUIT COURT
FILE: 96412519
02/21/96 11:37
OR BOOK/PAGE: 2221/637
MARION COUNTY *Thigpin* DC

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

THIS AMENDMENT, made and entered into this 7th day of February 1996, by AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Kennico Developments, Inc., the original developer of the subdivision platted as Avondale in Plat Book Z, Pages 49 and 50, Public Records of Marion County, Florida, executed and filed that certain Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc., the same being recorded in Official Records Book 1483, Pages 924 through 963; and

WHEREAS, Developer has heretofore conveyed all of the lots within said subdivision; and therefore, the Class B Membership no longer exists; and

WHEREAS, in accordance with Section 5 of Article 15 of the above referenced Declaration, the owners, at a duly called meeting of the Association, by a vote of not less than the owners of forty (40) lots, have determined to amend said Declaration as hereinafter set forth, such Amendments having been determined not to cause a material adverse effect upon the substantial rights of the Developer or the owners of lots within the subdivision;

NOW, THEREFORE, the Association does hereby amend the above referenced Declaration of Covenants, Restrictions and Easements for Avondale Homeowners' Association, Inc. as follows:

A. Section 3(q) Article 7 is hereby amended to read as follows:

q. Fencing - All fencing will be restricted to the following requirements. Wooden privacy fencing may not exceed six (6) feet in height. No prefabricated wood fence panels shall be permitted. All chain link fencing may be no more than five (5) feet in height and must be no less than 11 gauge quality. No fence may be erected nearer than twenty-five (25) feet to any street. The perimeter of all fencing shall be landscaped at the direction of the Committee.

B. Section 7 Article 9 is hereby amended to read as follows:

Outside Installations: No radio station or shortwave operation of any kind shall be operated from any lot, or the common properties. No radio or television antenna shall be erected or maintained in the subdivision. No satellite dishes shall be erected or maintained in the subdivision except (1) the type known generally as the "undercover brand" (electric umbrella type of dish used specifically with patio furniture to look just like a patio table with umbrella). This type shall be restricted to a maximum size/height of 7 1/2 feet (same size as a typical patio umbrella) and shall only be allowed with a horizon-to-horizon motor with cover and (2) the digital (DSS) 18 inch dish that can be inconspicuously installed from general sight lines.

C. Section 2 Article 7 is hereby amended to read as follows:

Review of Proposed Construction - Subject to Article 9, Section 8 of this Declaration, no building, fence, wall or other structure or improvement 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 by an authorized representative of the lot owner (preferably the designated builder) 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

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OR BOOK/PAGE: 2221/638

2 of 5

FILE: 8012519
OR BOOK/ISSUE: 2221/639

3 of 5

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 for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including plans, elevation drawings and descriptions or samples of exterior materials, colors and the right and authority to go on said premises for inspection purposes of exterior during construction period. 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 (15) days after delivery of all required materials to approve or reject any such plans and if not rejected in such fifteen day period, said plans shall be deemed approved. Notwithstanding any provision in 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.

D. Section 7(b) Article 7 is hereby amended to read as follows:

(b) Within ten (10) days thereafter, the Committee or its duly authorized representative may inspect such improvement. The inspection may take place only after a representative of the Architectural Committee has coordinated with the builder for such inspection. 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.

Except as otherwise specifically amended hereby, the above referenced Declaration and the terms and conditions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the President,
 Secretary, Treasurer and all of the Directors of AVONDALE HOMEOWNERS'
 ASSOCIATION, INC. have herunto set their hands and seals this 7th
 day of February, 1996.

Signed, sealed and delivered
 in the presence of:

Betty Smith
Helen Bates
Jeanne Keller
Marian Williams
Celeste Hunley

AVONDALE HOMEOWNERS' ASSOCIATION,
 INC., a Florida Corporation

John Podlaski, President
 Attest: Sue Edwards, Secretary
FLORIDA P-410-793-41-745-0
Suzanne Philp, Treasurer
FLORIDA P-410-793-41-745-0
Jamie O'Connor, Director
FLORIDA P-410-793-41-745-0
Edgar Philp, Director
FLORIDA P-410-793-41-745-0

STATE OF FLORIDA
 COUNTY OF MARION

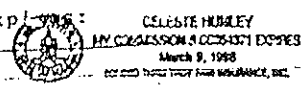
Before me personally appeared John Podlaski, President; Sue
 Edwards, Secretary; Suzanne Philp, Treasurer; Jamie O'Connor,
 Director; and Edgar Philp, Director, who are personally known to me or
 who have produced driver's licenses, as identification, who executed
 the foregoing instrument as President, Secretary, Treasurer and
 Directors of the above named AVONDALE HOMEOWNERS' ASSOCIATION, INC., a
 Florida corporation, and severally acknowledged to me and before me
 that they executed such instrument as said President, Secretary,
 Treasurer and Directors, respectively of said Corporation, and that
 the seal affixed to the foregoing instrument is the corporate seal of
 said Corporation, and that it was affixed to said instrument by due
 and regular corporate authority, and that said instrument is the free
 act and deed of said corporation.

WITNESS my hand and official seal this 7th day of February, 1996.

FILE: 96012519
 OR BOOK/PAGE: 2221/640

Celeste Hunley
 Notary Public, State of Florida

Celeste Hunley
 Print Name
 My Commission Expires: _____
 Commission No. _____



JOINDER OF THE ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the Directors of AVONDALE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, hereby consent to and join in on the foregoing Amendment to Declaration of Covenants, Restrictions and Easements.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 7th day of February, 1996.

[Signature]
John Podlaski, President
P 34241570570
217 57 6799

[Signature]
Sue Edwards, Secretary
Pub. # 362-591-52-546

[Signature]
Suzanne Philp, Treasurer
Fl. Lic. # 410-993-41-7450

[Signature]
Jamie O'Connor, Director
Fl. Lic. # 256-431-61-573-0

[Signature]
Edgar Philp, Director
Fl. Lic. # 910-201-28-064-0

STATE OF FLORIDA
COUNTY OF MARION

Before me personally appeared John Podlaski, President; Sue Edwards, Secretary; Suzanne Philp, Treasurer; Jamie O'Connor, Director; and Edgar Philp, Director, who are personally known to me or who have produced driver's licenses, as identification, who executed the foregoing instrument acknowledged to and before me that they executed such instrument for the purposes therein expressed.

WITNESS my hand and official seal this 7th day of February, 1996.

Prepared by and return to:
Sue Edwards, Secretary
Avondale Homeowners' Assoc., Inc.
P.O. Box 71126
Ocala, FL 34471

[Signature]
Notary Public, State of Florida

[Signature]
Print Name
My Commission Expires:
Commission No.



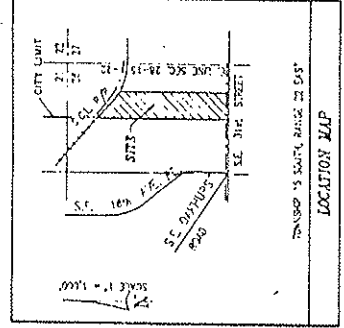
CELESTE HUNLEY
MY COMMISSION # 00354371 EXPIRES
March 9, 1998
BONDED THROUGH TROY FARM INSURANCE, INC.



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OR BOOK/PAGE: 2221/641

1996 FEB 11 11:49 AM

AVONDALE
SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST
CITY OF OCALA, MARION COUNTY, FLORIDA



DESCRIPTION:
THE PART OF THE SE 1/4 OF THE S 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THAT IS SHOWN AS THE SHADDED AREA ON THE MAP.

NOTES:
1. THIS IS THE PART OF THE SE 1/4 OF THE S 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THAT IS SHOWN AS THE SHADDED AREA ON THE MAP.
2. THE PART OF THE SE 1/4 OF THE S 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THAT IS SHOWN AS THE SHADDED AREA ON THE MAP, IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE CITY OF OCALA.
3. THE PART OF THE SE 1/4 OF THE S 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THAT IS SHOWN AS THE SHADDED AREA ON THE MAP, IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE CITY OF OCALA.
4. THE PART OF THE SE 1/4 OF THE S 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THAT IS SHOWN AS THE SHADDED AREA ON THE MAP, IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE CITY OF OCALA.
5. THE PART OF THE SE 1/4 OF THE S 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THAT IS SHOWN AS THE SHADDED AREA ON THE MAP, IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE CITY OF OCALA.

CONSENT OF MORTGAGEE:
I, TRUMAN RUSSELL SANDS, AS ELIZABETH JANE SANDS, THE OWNER AND HOLDER OF THE CERTAIN FORECLOSED SHADDED AREA, DO HEREBY CONSENT TO THIS DEED AND TO THE ABOVE DEDICATION.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

NOTARY ACKNOWLEDGMENT:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

NOTARY ACKNOWLEDGMENT:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

CLERK'S CERTIFICATE:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

PLANNING AND ZONING APPROVAL:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

SURVEYOR'S CERTIFICATION:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

CITY COUNCIL APPROVAL:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

NOTARY ACKNOWLEDGMENT:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

NOTARY ACKNOWLEDGMENT:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

CLERK'S CERTIFICATE:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

PLANNING AND ZONING APPROVAL:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

SURVEYOR'S CERTIFICATION:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.

CITY COUNCIL APPROVAL:
I, Truman Russell Sands, as Elizabeth Jane Sands, the owner and holder of the certain foreclosed shaded area, do hereby consent to this deed and to the above dedication.
WITNESSETH MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF AUGUST, 1987.