

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
THOMAS M. JENKS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
225 WATER STREET, SUITE 1750  
JACKSONVILLE, FLORIDA 32202

**REVIVED DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**SOUTHERN VILLAS**

**THIS REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN VILLAS** (“Revived Declaration”) is made effective this 4 day of January, 2017 by the **SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (“Association”), as follows:

**RECITALS:**

A. COUNTRYSIDE TOWNHOUSES, a Florida General Partnership (the “Developer”) and the Association have previously executed and recorded the following:

(i) Declaration of Covenants, Conditions and Restrictions for Southern Villas in Official Records Book 5938, Page 2156; and

(ii) Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Southern Villas of Mandarin Homeowners Association, recorded in Official Records Book 5999, Page 1237; and

(iii) Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Southern Villas of Mandarin Homeowners Association, recorded in Official Records Book 7347, Page 1721; and

(iv) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Southern Villas, recorded in Official Records Book 8571, Page 2116; and

(v) Certificate of Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southern Villas, recorded in Official Records Book 10411, Page 1152.

All of the foregoing are recorded in the public records of Duval County, Florida and are herein collectively referred to as the “Previous Declaration.” The Previous Declaration encumbered the real property more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “Subdivision”).

B. The covenants and restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

C. The organizing committee for the Association consisting of:

Pat Torpey  
11083 Wandering Oaks Drive  
Jacksonville, Florida 32257  
(904) 262-1428

Patti Dingman  
4572 Cabbage Pond Drive  
Jacksonville, Florida 32257  
(904) 802-7466

Jamie Weber  
4592 Wandering Oaks Court  
Jacksonville, Florida 32257  
(904) 631-5631

(the "Organizing Committee") does hereby submit this Revived Declaration for revival pursuant to Section 720.403, Florida Statutes.

D. This Revived Declaration governs only Lots that were encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the Owners than the covenants contained in the Previous Declaration, except as otherwise permitted by Section 720.404(3), Florida Statutes.

E. The voting interest of each Owner under this Revived Declaration is the same as the voting interest of each Owner under the Previous Declaration. The proportional assessment obligation of each Owner under this Revived Declaration is the same as the proportional assessment obligation of each Owner under the Previous Declaration.

F. A majority of the affected Owners have agreed in writing to approve this Revived Declaration.

NOW THEREFORE, this Revived Declaration is hereby made effective as set forth below by the Association and shall be applicable to each Lot or other parcel located within the Subdivision, shall run with the title to all Lots and other parcels located within the Subdivision, and shall be binding upon all present and future Owners and upon all persons claiming by, through, or under such Owners, as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or any portion thereof, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area shall also include certain easement rights for the use and enjoyment of any lakes now existing or hereafter constructed on the property, and shall include a swimming pool proposed to be built by Developer prior to the completion of Unit Two, Southern Villas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Unit" shall mean and refer to any Lot or Lot and portion of adjacent Lot (as allowed in Article III, Section 2 of this Revived Declaration) improved with a completed residential unit.

Section 7. "Developer" shall mean and refer to COUNTRYSIDE TOWNHOMES, a Florida General Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 8. "Board of Directors" shall mean the board of directors of the Association.

Section 9. "RARC" shall mean the Residential Architectural Review Committee of Southern Villas of Mandarin Homeowners Association, Inc.

## **ARTICLE II** **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas so as to prohibit ingress and egress to his Lot.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Lake and Water Rights. Certain Lots within the Property are subject to a drainage easement to the City of Jacksonville. The surface waters of the easement area constitute a Common Area of the Property and all Owners have a non-exclusive easement for the use and enjoyment of such surface waters subject to the restrictions of this Revived Declaration and the rules and regulations of the Association.

Owners of the Lots subject to the drainage easement shall maintain the Lots to the actual water line as it may exist from time to time. Such property shall be maintained as to prevent erosion of the embankments and the height, grade and contour of the embankment shall not be changed without prior approval of the Association. If the Owner fails to maintain his property as so described, the Association shall have the right but not the duty to enter onto the Lot and perform the maintenance at the expense of the Owner.

Section 4. Utility Easement and Maintenance. In the event that the utility company providing electrical service to the Property requires that all electrical meters for a building be attached to a single unit in the building the following easements are hereby declared:

(a) There shall be an easement of ingress and egress over the Lot on which the meters are located to all Owners whose meters are located thereon for the purpose of maintaining, inspecting, or reading the meter; provided that entry upon the Lot shall be during reasonable hours, except in case of emergency, and shall be in an orderly manner.

(b) There shall be an easement under and through all Units in the building for the installation and maintenance of the conduits for the electrical wires.

(c) The utility lines owned by the Association shall be maintained by the Association as a part of the common expense.

Section 5. Driveway Easement. Certain Lots are burdened by driveways which serve another Lot. An easement is hereby granted over the Lots for a driveway as constructed by Developer to provide ingress and egress and maintenance of the driveways. In the event that the driveway is partially or totally destroyed, and then rebuilt, the Owners of the Lot so affected agree that the driveway may be rebuilt with its original dimensions and valid easement for ingress and egress and maintenance to the driveway shall exist.

(a) Neither the Owner of the Lot burdened or benefited by this easement shall be permitted to use the driveway so as to obstruct the ingress and egress of the adjacent Owner.

(b) Each Owner shall maintain the driveway in an orderly manner, free and clear from debris, trash or any personal property.

(c) The cost of maintenance of the driveway shall be equally divided.

(d) Any party using the driveway shall be liable for any damage or injury caused by his negligent use thereof irrespective of the ownership of the Property on which such injury or damage occurs.

Section 6. Water and Sewer Easement. Mandarin Utilities, Inc. or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide water for use with the structures to be built, and no potable water shall be used within the improvements except potable water which is obtained from Mandarin Utilities, Inc., or its successors or assigns. Provided, however, the Developer, its successors or assigns, may construct wells to supply water for irrigation purposes. Any such wells permitted shall not be connected or cross-connected to the central water supply system. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by Mandarin Utilities, Inc., or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Mandarin Utilities, Inc. is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described above for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding anything to the contrary contained herein, any Owner who owns more than one-half (1/2) of a Lot and less than one and one-half (1-1/2) contiguous Lot(s) shall be deemed to own one (1) Lot for voting purposes, and shall be entitled to one (1) vote.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned, or any portion of a Lot constituting more than one-half (1/2) of the Lot. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1992.

#### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any 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 assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the resident in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Seven Hundred Twenty Dollars (\$720.00) per Unit (a Lot improved with a residential unit), which shall be payable in equal installments and not more often than quarterly.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) The Association in determining the common expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and improvements to the Units for which the Association has maintenance responsibilities.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of, members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be members or proxies entitled to cause one-third (1/3) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed to a uniform rate for all Units (Lots improved with a residential Unit) and may be collected on a quarterly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units (Lots improved with a residential Unit) as of the closing date on the sale of each developed Lot; provided, however, the assessment for each Unit on which a home is completed (though unsold by Developer ) shall begin ninety (90) days after the issuance of the certificate of occupancy of the completed home and the assessment for each model unit shall begin a year after the issuance of the certificate of occupancy of the completed model unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. In the event that the assessment is not paid on or before the 10th day of the month, a late penalty in the amount of \$25.00 shall be due and payable. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the

Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Units as a common expense.

Section 10. Exempt Property. All Property dedicated to, and accepted by, a local public authority and all Property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida and model units or sales offices shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling or commercial use shall be exempt from assessments.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location or the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Residential Architectural Review Committee of Southern Villas of Mandarin Homeowners Association, Inc., pursuant to the provisions of this Revived Declaration.

## **ARTICLE VI**

### **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## **ARTICLE VII**

### **EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs shingles, downspouts, exterior building surfaces, trees, grass, walks, and other exterior improvements. Exterior maintenance shall mean repair of existing building material, not changing said material. Such exterior maintenance shall not include the cost of building material replacement and labor, glass surfaces, screen enclosures, nor shrub maintenance, nor lawn maintenance for areas walled or fenced in for use as a patio. Shrubs and gardens shall be maintained only to the extent provided by the lawn service contract.

In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon (excluding the maintenance to be provided by the Association as set forth in the above paragraph) in a manner satisfactory to the Board of Directors, the Association, after approval by two-third (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot. The cost of such repairs, maintenance, and restoration shall be added to and become part of the assessment of the Lot so repaired.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent

acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## **ARTICLE VIII** **USE RESTRICTIONS**

**Section 1. Residential Use Only.** No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than buildings designed for residential use and private garages.

**Section 2. No Temporary Structures.** No structures of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the RARC for use during construction only.

**Section 3. Parking Restrictions.** No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of twelve (12) consecutive hours. Residents must use driveways for parking before using streets. Parking in hazardous locations such as street corners shall not be permitted at anytime. After notification to home owner of said vehicle any violation of these rules shall subject the Lot Owner to a penalty payment of \$50.00 for each violation, and, all such vehicles shall be towed away at Owner's expense.

**Section 4. Storage Restrictions.** No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer, or trailer or other similar vehicle alone shall be parked for any period of time in excess of twenty-four (24) consecutive hours or stored or otherwise permitted to remain on any Lot except In a closed garage attached to a dwelling unit. Commercial vehicles regularly used by residents for business purposes will be permitted with signage if registered with the Association. No commercial vehicle larger than a pickup truck or a van will be permitted. After notification to homeowner of said vehicle, violation of these rules shall subject the Lot Owner to a penalty payment of \$50.00 for each violation, and all such vehicles shall be towed away at Owner's expense.

**Section 5. Livestock and Animal Restrictions.** No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot provided, however, that dogs, cats, or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed to roam free in the neighborhood or on to any other Owner's property. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 6. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No Lot, driveway, or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 7. Restrictions on Walls, Fences or Hedges. No walls, fences, or hedges shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the RARC in accordance with Article V hereof.

Section 8. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot. Trash or garbage containers should be hidden from view, except when at the curb for collection.

Section 9. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot any outside television or radio antenna, masts, aerials or other tower for the purpose of audio or visual reception or transmission except satellite antennas, no larger than 18". Installation must be approved by the RARC.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Properties. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot and shall in every respect constitute a lien on the Lot as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships to the property Owner. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. These restrictions shall not apply to restrict the Developer or its agents from erecting such signs as the Developer deems in its sole discretion to be necessary to assist the Developer in selling any Lot.

Section 12. Exterior Trim or Decorations. No Owner or tenant of any Owner shall install gutters, shutters, awnings, or any other decorative exterior trim or exterior decorations

(including, but not limited to sculptures or ornaments). Exceptions must obtain written approval of the RARC.

Section 13. Window Coverings. No reflective foil, or other material shall be permitted on any windows except for tinted glass and any such installation shall require the approval of the RARC.

Section 14. Master Policy of Insurance. The Association shall maintain a master insurance policy on all dwelling units situated on Lots, Which policy shall be paid for from assessments levied by the Association. Said policy shall be with an insurance company chosen by the Association and shall be in an amount sufficient to replace the entire structure (not including interior furnishings and contents and finishes of the interior surfaces of the perimeter walls (e.g. paint, paper, etc.), floors (e.g. carpet, vinyl cover, etc.) and ceilings) if such loss is caused by the named perils in the insurance policy. The Association shall be the named loss payee on said policy. Proceeds from the policy shall be paid into a special fund to be controlled by the Association for the purpose of reconstructing dwelling units. The Association shall be entitled to apportion said funds for reconstruction in the manner it deems necessary. In the event an Owner of a dwelling unit fails to repair a dwelling until within thirty (30) days after funds from said insurance policy are made available for repair, then the Association shall be entitled to make repairs utilizing the portion of the insurance funds allotted for that dwelling until for such repairs and shall be entitled to levy an assessment for any costs of repairs in excess of the allocated insurance funds. In the event a homeowner suffers a loss, which is covered by the "Master Policy of Insurance", the Association [funds] shall pay the required "deductible" portion, for the covered occurrence. In the event that such occurrence is defined as a "plumbing slab leak", the Association [funds] shall pay the "deductible", for the first occurrence only, for a given unit. In the event any additional "slab leaks" occur, the homeowner shall be responsible for paying the "deductible".

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Revived Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any dwelling unit or after reasonable notice to the Owner to enter any dwelling unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building setback lines and the property lines having a diameter of four inches (4") or more [measured two feet (2') from ground level] may not be removed without prior approval of the RARC. All requests for approval of tree removal shall be submitted to the RARC along with a plan showing generally the location of such tree(s).

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the RARC. If the Owner fails or refuses to replace the trees as demanded, the RARC shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the RARC, its agents, and employees an

easement of, ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Garages/Garage Doors. All dwelling units are required to have a minimum of a single car garage, with a minimum eight-foot (8') garage door. Fiberglass doors are prohibited.

Section 19. Easements. As stated on the recorded plat, elsewhere in this Revived Declaration, and on other recorded documents, easements shall be established for the installation, construction, maintenance and repair of the Common Areas, streets, drainage facilities, utility facilities, transmission facilities, communication facilities, and other similar services within the Properties. Such easements may be established by one or more of the following methods.

- (a) By a specific designation of an easement on a recorded plat,
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot, or
- (c) By this instrument or by a separate instrument subsequently recorded by the Association.

**ARTICLE IX**  
**RIGHTS OF MORTGAGEES**

Upon written request to the Association, identifying the name and address of mortgage holder, insurer or guarantor of a mortgage on the Property (hereinafter jointly referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of 60 days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**ARTICLE X**  
**ANNEXATION OF PROPERTY**

Section 1. Members Annexation. The Owners may annex additional lands to the Property with the approval of each class of Owners of two-thirds of the Lots within the Property.

Section 2. Supplemental Declarations. Any such additions authorized in Section 1 above may be made by filing of record of one or more supplemental declarations with respect to the annexed property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Property subject to this Revived Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of Duval County, Florida.

Section 3. Effect of Annexation. In the event that any additional property is annexed to the Property pursuant to the provisions of this Article, then such lands shall be considered within the definition of Property for all purposes of this Revived Declaration, and upon recording of the Declaration of Annexation, the number of votes for Class A and B members shall be adjusted in accordance with the number of Lots contained in the preliminary or recorded plat.

**ARTICLE XI**  
**RECONSTRUCTION OR REPAIR AFTER CASUALTY**

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

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

Section 2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on Owner's Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. In the event that any party wall is damaged or destroyed, it shall be repaired or restored in accordance with the provisions of Article VIII hereof. If the Owner, pursuant to the conditions of the applicable insurance policy, is not required to rebuild the improvements on an Owner's Lot, the Owner shall remove the remaining structure and level the Lot within 60 days of the damage or destruction.

## **ARTICLE XII** **ENCROACHMENTS**

Each Lot shall be subject to an easement for encroachment created by construction, setting and overhangs, as designed or constructed by Developer or its successors or assigns. A valid easement for the described encroachments and for the maintenance of same, shall and does exist for so long as it stands. In the event that a structure on a Lot is partially or totally destroyed, and then rebuilt, the Owners of the Lot so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and a valid easement for any such encroachment and the maintenance thereof shall exist.

## **ARTICLE XIII** **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Revived Declaration. Violation of any of the articles of the covenants may subject the Lot Owner to a penalty payment of \$50.00. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Revived Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Revived Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Revived Declaration may be amended during the first twenty (20) year period at any regular or special meeting of the members of the Association by the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Association, and thereafter by the affirmative vote of not less fifty-one percent of the entire membership of the Association. Any amendment must be attached to an Association Certificate setting forth that the amendment has been duly adopted in compliance herewith and recorded in the Public Records of Duval County, Florida.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Revived Declaration of Covenants, Conditions and Restrictions.

Section 5. New Expenditures. Major expenditures exceeding \$500.00 by the Board of Directors, other than maintenance, shall require a 2/3rds vote by the membership.

Section 6. Potential Conflicts with Chapter 720, Florida Statutes. In the event of any conflict or any ambiguity between the terms of this Revived Declaration and the provisions of Chapter 720, Florida Statutes (or any law of similar import), as the same may be amended from time to time (together "Chapter 720"), the provisions of Chapter 720 shall control.

Section 7. Exhibits. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by legal and graphic descriptions set forth on **Exhibit "A"** attached hereto and made a part hereof. The name of each parcel Owner and the description of each parcel subject to this Revived Declaration is set forth on **Exhibit "B"** attached hereto and made a part hereof. A true and correct copy of the Association's Articles of Incorporation is attached hereto as **Exhibit "C"**, which is hereby made a part hereof, and a true and correct copy of the Association's Bylaws is attached hereto as **Exhibit "D"**, which is hereby made a part hereof. In accordance with Section 720.407, Florida Statutes, a true and correct copy of the letter of approval of this Revived Declaration from the Department of Economic Opportunity, State of Florida, is attached hereto as **Exhibit "E"**, which is hereby made a part hereof.

Section 8. Effective Date. This Revived Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

WITNESSES:

**SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation

Kate Katherine Cox

By:

Gary D. Winters

Name:

Gary Winters

Faith Anne Faith Lansberry

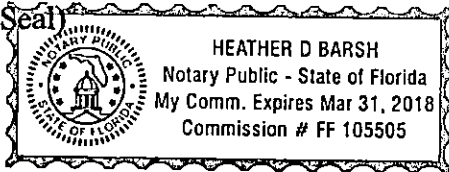
Its:

President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2016, by Gary Winters, the President of **SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation on behalf of the corporation.

(Notary Seal)



Heather D. Barsh  
Notary Public, State of Florida at Large  
My Commission Expires:

WITNESSES:

SOUTHERN VILLAS OF MANDARIN  
HOMEOWNERS ASSOCIATION, INC., a Florida  
not-for-profit corporation

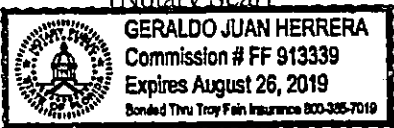
*Andy Chan*  
*Adriana Serrano*

By: *Sheri Dingman*  
Name: Sheri Dingman  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of  
December, 2016, by Sheri Dingman, the Secretary of SOUTHERN VILLAS OF  
MANDARIN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation  
on behalf of the corporation.

(Notary Seal)



*Geraldo Juan Herrera*  
Notary Public, State of Florida at Large  
My Commission Expires: 8/26/19

**Exhibit "A"**

## The Subdivision

A part of Government Lot 2, Section 9, Township 4 South, Range 27 East, together with a portion of the F. Hartley Grant Section 42, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the Northeasterly right-of-way line of Losco Road (a 60 foot right-of-way as now established) with the Westerly line of said Government Lot 2; thence North  $00^{\circ}56'30''$  West, along said Westerly line 1217.65 feet to the Northwest Corner of said Government Lot 2, said Northwest corner also being the Southwest corner of Losco Junction, Unit 2D as recorded in Plat Book 39 Pages 48 and 48A inclusive of the current Public Records of said County; thence North  $89^{\circ}24'30''$  East, along the Southerly-line of said Losco Junction Unit 2D, 800.49 feet to the point of Beginning; thence continue North  $89^{\circ}24'30''$  East, along the Southerly line of said Losco Junction Unit 2D, and along the Southerly line of Losco Junction Unit 2A as recorded in Plat, Book 39, Pages 29 and 29A inclusive of the current Public Records of said County, 528.00 feet to the Westerly line of Losco Junction Unit 1C, as recorded in Plat Book 38 Pages 89 and 89A inclusive of the current Public Records of said County; thence South  $00^{\circ}45'42''$  East, along said Westerly line, 652.17 feet; thence South  $00^{\circ}59'07''$  East, 256.18 feet; thence South  $89^{\circ}36'09''$  West, 463.07 feet to the Westerly line of those lands described and recorded in Official Records Volume 3950 page 4 of the current Public Records of said County; thence South  $00^{\circ}33'28''$  East, along last said line 374.72 feet to the Northerly right-of-way line of aforesaid Losco Road; thence South  $89^{\circ}39'49''$  West, along said Northerly right-of-way line 280.00 feet; thence North  $00^{\circ}33'28''$  East, 374.72 feet; thence North  $89^{\circ}39'49''$  East, 48.94 feet; thence North  $09^{\circ}34'30''$  East, 920.2 feet to the Point of Beginning.

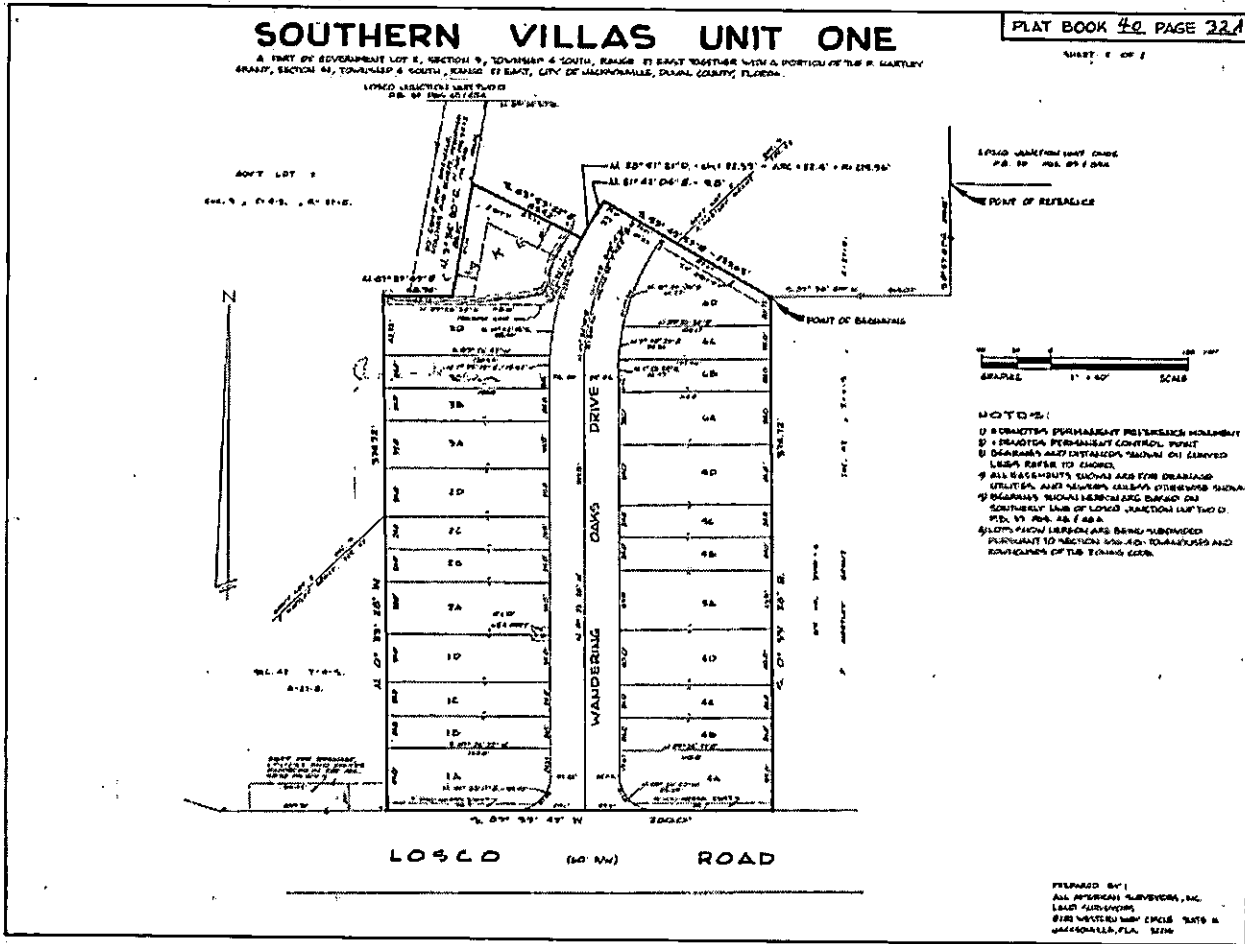


# SOUTHERN VILLAS UNIT ONE

A PART OF GOVERNMENT LOT 1, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 17 EAST TOGETHER WITH A PORTION OF THE R. HARTLEY GRANT, SECTION 44, TOWNSHIP 4 SOUTH, RANGE 17 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA.

PLAT BOOK 40, PAGE 221

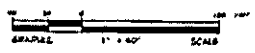
SHEET 1 OF 1



LOSCO JUNCTION WAY CHASE  
P.B. 39, PAGES 27 & 28A

POINT OF REFERENCE

POINT OF BEGINNING

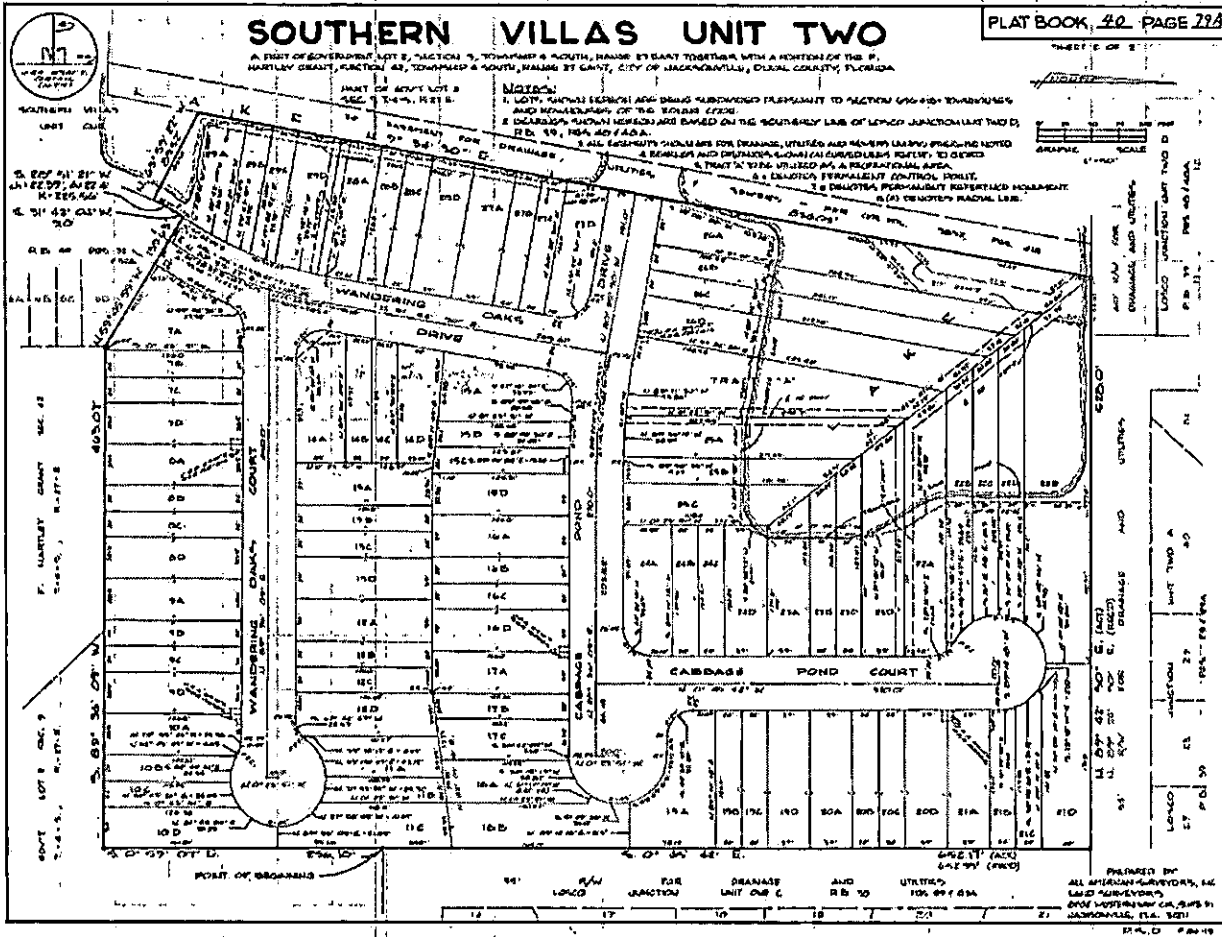


- NOTES:
- 1) CORNER'S PERMANENT REFERENCE MONUMENT
  - 2) ELEVATION PERMANENT CONTROL POINT
  - 3) DEGREES AND MINUTES SHOWN ON CURVED LINES REFER TO CHORDS.
  - 4) ALL EASEMENTS, EASEMENTS AND ERECTION UTILITIES AND NEIGHBORING LOTS ARE SHOWN.
  - 5) BOUNDARY SURVEY BEING CONDUCTED ON THE SOUTHERLY LINE OF LOSCO JUNCTION WAY TWO (2) P.D. 17, P.B. 22, P. 48A.
  - 6) SLOTS FROM LOTS 1A AND 2A ARE BEING SUBDIVIDED PURSUANT TO SECTION 100.40, TOWNSHIP AND BOUNDARIES OF THE TOWN CODE.

PREPARED BY:  
ALL AMERICAN SURVEYORS, INC.  
1845 UNIVERSITY  
8100 WESTERN BLVD. SUITE 100  
JACKSONVILLE, FLA. 32216

D.V. 0 04-77





**SOUTHERN VILLAS UNIT TWO REPLAT**

A REPLAT OF LOTS 23A, 23B, 23C, 23D, 24A, 24B, 24C, 24D, 25A, 25B, 25C, 27A, 27B, 27C, 27D, 28A, 28B, 28C, 28D, ALL SHOWN ON THE PLAT OF SOUTHERN VILLAS UNIT TWO AS RECORDED IN PLAT BOOK 45, PAGES 73 AND 75A, OF THE CURRENT PUBLIC RECORDS OF DAVIE COUNTY, FLORIDA.

PLAT BOOK 45 PAGE 89  
 SHEET 1 of 2 SHEETS  
 TAXES VERIFIED R.R.B.

**CAPTION**  
 A REPLAT OF LOTS 23A, 23B, 23C, 23D, 24A, 24B, 24C, 24D, 25A, 25B, 25C, 27A, 27B, 27C, 27D, 28A, 28B, 28C, 28D, ALL SHOWN ON THE PLAT OF SOUTHERN VILLAS UNIT TWO AS RECORDED IN PLAT BOOK 45, PAGES 73 AND 75A, OF THE CURRENT PUBLIC RECORDS OF DAVIE COUNTY, FLORIDA.

**ADOPTION AND DEDICATION**  
 That on 12 January 1964, the undersigned, in the full and lawful exercise of their powers, have adopted and dedicated to the public use of the State of Florida the above described property, and have caused the same to be replatted and recorded in the public records of Davie County, Florida, in accordance with the provisions of the laws of the State of Florida relating to the replating and dedication of property to the public use of the State of Florida.

**APPROVED FOR THE RECORD**  
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument.

**CLEON'S CERTIFICATE**  
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument.

**DEVELOPER'S CERTIFICATE**  
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument.

**SURVEYOR'S CERTIFICATE**  
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument, and that the same is a true and correct copy of the original of the above described instrument.

**FOR DEVELOPMENT COMPANY**  
 [Signatures: Sherwin, Ross & Young, etc.]

**SOUTHEAST BANK FOR SAVINGS**  
 [Signatures: Alice, Susan, etc.]

**BANEDOSTON MORTGAGE CORPORATION**  
 [Signatures: Betty, Elaine, etc.]

K.M.D. 8-1-68

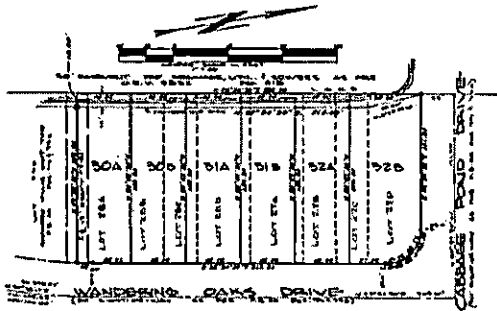
APPROVED  
 [Signatures and stamps]

# SOUTHERN VILLAS UNIT TWO REPLAT

PLAT BOOK 45 PAGES 89A

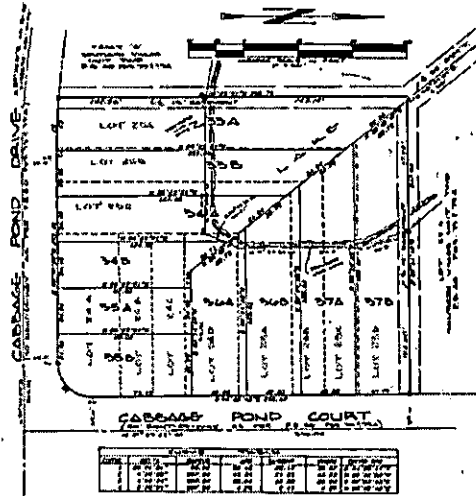
Sheet 2 of 2 Sheets

A REPLAT OF LOTS 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 25I, 25J, 25K, 25L, 25M, 25N, 25O, 25P, 25Q, 25R, 25S, 25T, 25U, 25V, 25W, 25X, 25Y, 25Z, 25AA, 25AB, 25AC, 25AD, 25AE, 25AF, 25AG, 25AH, 25AI, 25AJ, 25AK, 25AL, 25AM, 25AN, 25AO, 25AP, 25AQ, 25AR, 25AS, 25AT, 25AU, 25AV, 25AW, 25AX, 25AY, 25AZ, 25BA, 25BB, 25BC, 25BD, 25BE, 25BF, 25BG, 25BH, 25BI, 25BJ, 25BK, 25BL, 25BM, 25BN, 25BO, 25BP, 25BQ, 25BR, 25BS, 25BT, 25BU, 25BV, 25BW, 25BX, 25BY, 25BZ, 25CA, 25CB, 25CC, 25CD, 25CE, 25CF, 25CG, 25CH, 25CI, 25CJ, 25CK, 25CL, 25CM, 25CN, 25CO, 25CP, 25CQ, 25CR, 25CS, 25CT, 25CU, 25CV, 25CW, 25CX, 25CY, 25CZ, 25DA, 25DB, 25DC, 25DD, 25DE, 25DF, 25DG, 25DH, 25DI, 25DJ, 25DK, 25DL, 25DM, 25DN, 25DO, 25DP, 25DQ, 25DR, 25DS, 25DT, 25DU, 25DV, 25DW, 25DX, 25DY, 25DZ, 25EA, 25EB, 25EC, 25ED, 25EE, 25EF, 25EG, 25EH, 25EI, 25EJ, 25EK, 25EL, 25EM, 25EN, 25EO, 25EP, 25EQ, 25ER, 25ES, 25ET, 25EU, 25EV, 25EW, 25EX, 25EY, 25EZ, 25FA, 25FB, 25FC, 25FD, 25FE, 25FF, 25FG, 25FH, 25FI, 25FJ, 25FK, 25FL, 25FM, 25FN, 25FO, 25FP, 25FQ, 25FR, 25FS, 25FT, 25FU, 25FV, 25FW, 25FX, 25FY, 25FZ, 25GA, 25GB, 25GC, 25GD, 25GE, 25GF, 25GG, 25GH, 25GI, 25GJ, 25GK, 25GL, 25GM, 25GN, 25GO, 25GP, 25GQ, 25GR, 25GS, 25GT, 25GU, 25GV, 25GW, 25GX, 25GY, 25GZ, 25HA, 25HB, 25HC, 25HD, 25HE, 25HF, 25HG, 25HH, 25HI, 25HJ, 25HK, 25HL, 25HM, 25HN, 25HO, 25HP, 25HQ, 25HR, 25HS, 25HT, 25HU, 25HV, 25HW, 25HX, 25HY, 25HZ, 25IA, 25IB, 25IC, 25ID, 25IE, 25IF, 25IG, 25IH, 25II, 25IJ, 25IK, 25IL, 25IM, 25IN, 25IO, 25IP, 25IQ, 25IR, 25IS, 25IT, 25IU, 25IV, 25IW, 25IX, 25IY, 25IZ, 25JA, 25JB, 25JC, 25JD, 25JE, 25JF, 25JG, 25JH, 25JI, 25JJ, 25JK, 25JL, 25JM, 25JN, 25JO, 25JP, 25JQ, 25JR, 25JS, 25JT, 25JU, 25JV, 25JW, 25JX, 25JY, 25JZ, 25KA, 25KB, 25KC, 25KD, 25KE, 25KF, 25KG, 25KH, 25KI, 25KJ, 25KK, 25KL, 25KM, 25KN, 25KO, 25KP, 25KQ, 25KR, 25KS, 25KT, 25KU, 25KV, 25KW, 25KX, 25KY, 25KZ, 25LA, 25LB, 25LC, 25LD, 25LE, 25LF, 25LG, 25LH, 25LI, 25LJ, 25LK, 25LL, 25LM, 25LN, 25LO, 25LP, 25LQ, 25LR, 25LS, 25LT, 25LU, 25LV, 25LW, 25LX, 25LY, 25LZ, 25MA, 25MB, 25MC, 25MD, 25ME, 25MF, 25MG, 25MH, 25MI, 25MJ, 25MK, 25ML, 25MN, 25MO, 25MP, 25MQ, 25MR, 25MS, 25MT, 25MU, 25MV, 25MW, 25MX, 25MY, 25MZ, 25NA, 25NB, 25NC, 25ND, 25NE, 25NF, 25NG, 25NH, 25NI, 25NJ, 25NK, 25NL, 25NM, 25NO, 25NP, 25NQ, 25NR, 25NS, 25NT, 25NU, 25NV, 25NW, 25NX, 25NY, 25NZ, 25OA, 25OB, 25OC, 25OD, 25OE, 25OF, 25OG, 25OH, 25OI, 25OJ, 25OK, 25OL, 25OM, 25ON, 25OO, 25OP, 25OQ, 25OR, 25OS, 25OT, 25OU, 25OV, 25OW, 25OX, 25OY, 25OZ, 25PA, 25PB, 25PC, 25PD, 25PE, 25PF, 25PG, 25PH, 25PI, 25PJ, 25PK, 25PL, 25PM, 25PN, 25PO, 25PP, 25PQ, 25PR, 25PS, 25PT, 25PU, 25PV, 25PW, 25PX, 25PY, 25PZ, 25QA, 25QB, 25QC, 25QD, 25QE, 25QF, 25QG, 25QH, 25QI, 25QJ, 25QK, 25QL, 25QM, 25QN, 25QO, 25QP, 25QQ, 25QR, 25QS, 25QT, 25QU, 25QV, 25QW, 25QX, 25QY, 25QZ, 25RA, 25RB, 25RC, 25RD, 25RE, 25RF, 25RG, 25RH, 25RI, 25RJ, 25RK, 25RL, 25RM, 25RN, 25RO, 25RP, 25RQ, 25RR, 25RS, 25RT, 25RU, 25RV, 25RW, 25RX, 25RY, 25RZ, 25SA, 25SB, 25SC, 25SD, 25SE, 25SF, 25SG, 25SH, 25SI, 25SJ, 25SK, 25SL, 25SM, 25SN, 25SO, 25SP, 25SQ, 25SR, 25SS, 25ST, 25SU, 25SV, 25SW, 25SX, 25SY, 25SZ, 25TA, 25TB, 25TC, 25TD, 25TE, 25TF, 25TG, 25TH, 25TI, 25TJ, 25TK, 25TL, 25TM, 25TN, 25TO, 25TP, 25TQ, 25TR, 25TS, 25TT, 25TU, 25TV, 25TW, 25TX, 25TY, 25TZ, 25UA, 25UB, 25UC, 25UD, 25UE, 25UF, 25UG, 25UH, 25UI, 25UJ, 25UK, 25UL, 25UM, 25UN, 25UO, 25UP, 25UQ, 25UR, 25US, 25UT, 25UU, 25UV, 25UW, 25UX, 25UY, 25UZ, 25VA, 25VB, 25VC, 25VD, 25VE, 25VF, 25VG, 25VH, 25VI, 25VJ, 25VK, 25VL, 25VM, 25VN, 25VO, 25VP, 25VQ, 25VR, 25VS, 25VT, 25VU, 25VV, 25VW, 25VX, 25VY, 25VZ, 25WA, 25WB, 25WC, 25WD, 25WE, 25WF, 25WG, 25WH, 25WI, 25WJ, 25WK, 25WL, 25WM, 25WN, 25WO, 25WP, 25WQ, 25WR, 25WS, 25WT, 25WU, 25WV, 25WW, 25WX, 25WY, 25WZ, 25XA, 25XB, 25XC, 25XD, 25XE, 25XF, 25XG, 25XH, 25XI, 25XJ, 25XK, 25XL, 25XM, 25XN, 25XO, 25XP, 25XQ, 25XR, 25XS, 25XT, 25XU, 25XV, 25XW, 25XX, 25XY, 25XZ, 25YA, 25YB, 25YC, 25YD, 25YE, 25YF, 25YG, 25YH, 25YI, 25YJ, 25YK, 25YL, 25YM, 25YN, 25YO, 25YP, 25YQ, 25YR, 25YS, 25YT, 25YU, 25YV, 25YW, 25YX, 25YY, 25YZ, 25ZA, 25ZB, 25ZC, 25ZD, 25ZE, 25ZF, 25ZG, 25ZH, 25ZI, 25ZJ, 25ZK, 25ZL, 25ZM, 25ZN, 25ZO, 25ZP, 25ZQ, 25ZR, 25ZS, 25ZT, 25ZU, 25ZV, 25ZW, 25ZX, 25ZY, 25ZZ



Lot No.	Area (sq. ft.)	Area (sq. m.)
25A	10,000	929
25B	10,000	929
25C	10,000	929
25D	10,000	929
25E	10,000	929
25F	10,000	929
25G	10,000	929
25H	10,000	929
25I	10,000	929
25J	10,000	929
25K	10,000	929
25L	10,000	929
25M	10,000	929
25N	10,000	929
25O	10,000	929
25P	10,000	929
25Q	10,000	929
25R	10,000	929
25S	10,000	929
25T	10,000	929
25U	10,000	929
25V	10,000	929
25W	10,000	929
25X	10,000	929
25Y	10,000	929
25Z	10,000	929

- NOTES:
- 1) LOTS 25A THROUGH 25Z ARE BEING SUBDIVIDED PURSUANT TO SECTION 171.01(1) - 171.01(4) AND CHAPTERS 62 AND 63 OF THE FLORIDA STATUTES.
  - 2) EXISTING SURVEY MARKERS ARE SHOWN ON THIS REPLAT AND SHOULD BE MAINTAINED AS SHOWN ON THIS REPLAT AND LOTS 25A THROUGH 25Z.
  - 3) ALL DIMENSIONS SHOWN ARE THE ORIGINAL WIDTHS AND SPACES UNLESS OTHERWISE NOTED.
  - 4) TRACT 'A' TO BE UTILIZED AS A OCCASIONAL RESIDENCE.
  - 5) 1' DIMENSIONAL PRECISION CENTER POINT.
  - 6) 1' DIMENSIONAL PRECISION REPRESENTATION.
  - 7) NOTES: THERE MAY BE ADDITIONAL INFORMATION THAT ARE NOT SHOWN ON THIS REPLAT BUT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.



Lot No.	Area (sq. ft.)	Area (sq. m.)
25A	10,000	929
25B	10,000	929
25C	10,000	929
25D	10,000	929
25E	10,000	929
25F	10,000	929
25G	10,000	929
25H	10,000	929
25I	10,000	929
25J	10,000	929
25K	10,000	929
25L	10,000	929
25M	10,000	929
25N	10,000	929
25O	10,000	929
25P	10,000	929
25Q	10,000	929
25R	10,000	929
25S	10,000	929
25T	10,000	929
25U	10,000	929
25V	10,000	929
25W	10,000	929
25X	10,000	929
25Y	10,000	929
25Z	10,000	929

PREPARED BY:  
ALL AMERICAN SURVEYING, INC.  
1000 10th Street  
Jacksonville, Florida 32207  
904-766-1111





**Exhibit "B"****Names of Parcel Owners and Descriptions of Parcels**

<b>Name</b>	<b>Address</b>	<b>Property</b>
Francisco Villarroel	11094 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 1A
11090 Wandering Oaks LLC	11090 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 2814 WYNGATE DR. NW, ATLANTA, GA 30305	Lot 1B
Jennie Lynn Crawford	11088 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 1C
Judith Bartnick	11086 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 1D
Frank G. Mergl	11082 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 3895 TAR KILN, JACKSONVILLE, FL 32223	Lot 2A
Margie A. Rammell Life Estate	11078 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 2B
Philip B. Charles	11076 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 2C
Paula A. Michaud	11074 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 2D
Julie D. Mergl	11070 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 3895 TAR KILN, JACKSONVILLE, FL 32223	Lot 3A
Robert S. Blackman	11066 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 2944 SHADY DR., JACKSONVILLE, FL 32257	Lot 3B
SMV Management LLC	11064 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 12677 ASH HARBER DR., JACKSONVILLE, FL 32224	Lot 3C
Jeff Schinker	11060 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 3028 S. WAUKESHA RD., WEST ALLIS, WI 53214	Lot 3D
Countryside Townhomes	0 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 673 BEVILLE ROAD, DAYTONA BEACH, FL 32119	S 4ft of Lot 3D
Elizabeth M. Englehart	11095 Wandering Oaks Dr.,	Lot 4A

Name	Address	Property
	Jacksonville, FL 32257	
Tana Rozanne Balhoff	11091 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 4B
Gloria C. Guthman	11089 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 4C
Jennifer L. Jones	11087 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 4D
Patricia Torpey	11083 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 5A
Kathleen M. Raynovic	11079 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 5B
Carol D. Hall	11077 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 5C
Stephanie R. Lowery	11075 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 5D
Sandra L. St. Denis	11071 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 6A
Bruce M. Kinney AND Timothy O'Toole	11067 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 11359 EMILYS CROSSING CT., JACKSONVILLE, FL 32257	Lot 6B
Brooke Nicole Renfro	11065 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 6C
Gilbert L. Gregg, III	11061 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 11317 EMILYS CROSSING CT., JACKSONVILLE, FL 32257	Lot 6D
Patricia G. Sweat	4560 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 7A
Sheila Kathleen Broderick	4562 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 7B
John Donnelly	4564 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 7C
Thomas A. Bierlein	4568 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 7D
August J. Leone	4570 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: 1001 E. CAMINO REAL APT. 107N, BOCA RATON, FL 33432	Lot 8A
William F. Woods	4572 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: 525 W 93 <sup>RD</sup> PL., #213, CROWN POINT, IN 46307	Lot 8B

Name	Address	Property
Martha G. McGough as Trustee of the Martha G. McGough Living Trust dated July 14, 2006	4574 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 8C
CIT Mortgage Loan Trust 2007-1	4576 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: C/O QUINTAIROS PRIETO WOOD & BOYER PA, 255 S. ORANGE AVE., STE 900, ORLANDO, FL 32801	Lot 8D
Norma J. Kelley	4578 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 9A
Pradienasti Thorenfeldt	4580 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: 3527 MT. DIABLO BLVD., #301, LAFAYETTE, CA 94549	Lot 9B
Richard Fonner	4582 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: 5533 HIDDEN RIDGE DR., JACKSONVILLE, FL 32257	Lot 9C
Valerie Semmler	4586 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: 377 SARATOGA PL., KAPOLEI, HI 96707	Lot 9D
Christine Pizura	4588 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 10A
Susan L. Smith-Saccuzzo	4590 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 10B
Jamey L. Weber	4592 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 10C
Charles J. Moore, Jr.	4596 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 10D
Terryl L. Osman	4595 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: 488 CEDAR WALK, ST. SIMON ISLAND, GA 31522	Lot 39A
Daniele R. Lee	4593 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 39B
Mary Blount Duff	4591 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 39C
James R. Hancock, Dana A. Hancock	4585 Wandering Oaks Ct., Jacksonville, FL 32257 MAILING: 1330 WENWORTH AVE., ST. JOHNS, FL 32259	Lot 40A
Joelle Leslie Balotin	4583 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 40B

Name	Address	Property
Robert E. Salsbury, Jr.	4581 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 40C
Jerry Cellucci, Lawrence Cellucci & Daniel S. Cellucci	4579 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 41A
Michelle Cunningham	4573 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 41B
June C. Alford	4571 Wandering Oaks Ct., Jacksonville, FL 32257	Lot 41C
Joan Tracy, Brett Michael Tracy	11045 Wandering Oaks Dr., Jacksonville, FL 32257 MAILING: 1677 INKBERRY LN., ST. JOHNS, FL 32259	Lot 14A
Antrice M. Edison	11041 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 14B
Nancy M. Cimerancic	11039 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 14C
Maryellen Belue	11035 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 14D
Federal National Mortgage Association	4564 Cabbage Pond Dr., Jacksonville, FL 32257 MAILING: 950 EAST PACES FERRY RD, STE. 1900, ATLANTA, GA 30326	Lot 42A
Darlene Sweat Williams	4566 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 42B
Marjorie C. Hillyard	4568 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 42C
Patricia A. Dingman, Eric R. Dingman, Sheri L. Dingman	4572 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 42D
John G. Silva	4576 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 43A
Gisselle Nieves	4580 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 43B
Inge M. Frank	4584 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 43C
Angela Porter	4588 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 44A
Young Hwan Kim	4590 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 44B
Sandra S. Huey	4594 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 44C
James L. Coleman	4596 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 18A
Rebecca A. O'Neill	4598 Cabbage Pond Dr, Jacksonville, FL 32257	Lot 18B

Name	Address	Property
Priscilla Lynn White	10895 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 19A
Robert D. Fortier	10891 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 19B
Ruben Eric Fields	10889 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 19C
Lillian A. Clanton	10885 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 19D
Gayle W. Benson	10881 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 20A
Rudolph R. Rauco	10879 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 20B
Hoose 3 LLC	10877 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 20C
Hugh Vega	10873 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 20D
Jeanette M. Kohlhaas	10869 Cabbage Pond Ct., Jacksonville, FL 32257 MAILING: 24247 PURPLE FINCH DR., ALDIE, VA 20150	Lot 21A
Kathleen Bashak	10867 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 21B
Judith A. Longo	10865 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 21C
Reginald M. Browne, Myrta Browne	10861 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 21D
Steven E. Deal	10864 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 22E
Susan S. Wilkes	10868 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 22D
Michael S. Spencer	10870 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 22C
Leon Alexander Etlin	10872 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 22B
Charles E. Callahan	10874 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 22A
Charles P. Dyer	10878 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 37B
Patricia K. Galyon	10882 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 37A
Lillie C. Calder	10886 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 36B
Anthony J. Bielobockie	10890 Cabbage Pond Ct., Jacksonville, FL 32257	Lot 36A

<b>Name</b>	<b>Address</b>	<b>Property</b>
Robert J. Navarro	4589 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 38B
Barbara Ann Ivose	4585 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 38A
Sondra Tracy	4581 Cabbage Pond Dr., Jacksonville, FL 32257 MAILING: 1677 INKBERRY LN., ST. JOHNS, FL 32259	Lot 34B
Karen Morrison Burgess	4577 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 34A
Southern Villas of Mandarin Homeowners Association	0 Cabbage Pond Dr., Jacksonville, FL 32257 MAILING: C/O SENTRY MANAGEMENT INC., 2180 WEST SR 434, STE. 5000, LONGWOOD, FL 32779	Lot 33B
Southern Villas of Mandarin Homeowners Association	0 Cabbage Pond Dr., Jacksonville, FL 32257 MAILING: C/O SENTRY MANAGEMENT INC., 2180 WEST SR 434, STE. 5000, LONGWOOD, FL 32779	Lot 33A
Southern Villas of Mandarin Homeowners Association	4565 Cabbage Pond Dr., Jacksonville, FL 32257 MAILING: C/O SENTRY MANAGEMENT INC., 2180 WEST SR 434, STE. 5000, LONGWOOD, FL 32779	Tract A
Neil R. Sandler	4561 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 26D
Betty R. Williams	4557 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 26C
Gregory P. Olson	4555 Cabbage Pond Dr., Jacksonville, FL 32257 MAILING: 44229 LEANING PINE LN. CALIFORNIA, MD 20619	Lot 26B
Thomas Fleury	4551 Cabbage Pond Dr., Jacksonville, FL 32257	Lot 26A
David Pomerantz (life estate), Arthur Pomerantz, Barbara G. Pomerantz	11024 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 32B
Judith M. Hart	11028 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 32A
Penny D. Wilgenbusch	11032 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 31B
Gary D. Winters	11036 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 31A
Sally A. Birdsong	11040 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 30B

<b>Name</b>	<b>Address</b>	<b>Property</b>
David L. Polan	11044 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 30A
Evelyn B. Vonkleist Estate	11048 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 29D
Lutrena P. Holbert	11052 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 29C
Victoria Lee Taylor, Heather Louise Canada	11054 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 29B
Virginia S. Brunzel as Trustee of the Virginia S. Brunzel Living Trust	11056 Wandering Oaks Dr., Jacksonville, FL 32257	Lot 29A

**Exhibit "C"**

**Articles of Incorporation**

FILED  
MAR 16 1981  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Non Profit Corporation Law of the State of Florida, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Corporation not for profit and do hereby swear

ARTICLE I

The name of the Corporation is SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 673 Beville Road, South Daytona, Florida 32019.

ARTICLE III

Mortezza Mazzacini-Kargar whose address is 673 Beville Road, South Daytona, Florida 32019, is hereby appointed the Initial Registered Agent of this Association, and his address is hereby designated as the initial registered office of this Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to be provided for maintenance, preservation and architectural control of the residential Lots, Units and Common Areas within that certain tract of property described as:

A part of Government Lot 2, Section 9, Township 4 South, Range 27 East, together with a portion of the F. Hartley Grant Section 42, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the Northwesterly right-of-way line of Lusco Road (a 60 foot right-of-way as now established) with the Westerly line of said Government Lot 2; thence North 60°56'30" West, along said Westerly line 1237.65 feet to the Northwest corner of said Government Lot 2, said Northwest corner also being the Southwest corner of Lusco Junction Unit 20 as recorded in Plat Book

33 Pages 48 and 48A inclusive of the current Public Records of said County; thence North 89°24'30" East, along the Southerly line of said Lasco Junction Unit 20, 840.49 feet to the Point of Beginning; thence continue North 89°24'30" East, along the Southerly line of said Lasco Junction Unit 20, and along the Southerly line of Lasco Junction Unit 21 as recorded in Plat Book 39, Pages 29 and 29A inclusive of the current Public Records of said County, 528.00 feet to the Westerly line of Lasco Junction Unit 10, as recorded in Plat Book 35 Pages 89 and 89A inclusive of the current Public Records of said County; thence South 00°45'42" East, along said Westerly line, 652.17 feet; thence South 00°59'07" East, 255.18 feet; thence South 89°35'09" West, 461.07 feet to the Westerly line of these lands described and recorded in Official Records Volume 3950 page 3 of the current Public Records of said County; thence South 00°33'28" East, along last said line, 374.72 feet to the Northerly right-of-way line of aforesaid Lasco Road; thence South 89°39'49" West, along said Northerly right-of-way line 200.00 feet; thence North 80°33'25" East, 374.72 feet; thence North 89°33'49" East, 48.94 feet; thence North 09°34'30" East, 920.2 feet to the Point of Beginning.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, in and for Duval County, Florida, and as the same may be amended from time to time as therein provided; said

Declaration being incorporated herein as if set forth in length;

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

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

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes as shown on the plat of Southern Villas and subject to such conditions as may be agreed to by the members and subject to approval of the City of Jacksonville, Florida. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of Declarant, as defined in the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from membership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class 1. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership at the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1992.]

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, except for the initial Board of Directors, which shall have three (3) members, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Fortezza Hausold-Karger, President	673 Beville Road South Daytona, FL 32019
Jay C. Barfield, Vice-President	673 Beville Road South Daytona, FL 32019
Jeanne Olson, Secretary/Treasurer	673 Beville Road South Daytona, FL 32019

ARTICLE VIII

DISSOLUTION

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

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

Amendment of these Articles shall require the consent of seventy-five percent (75%) of the entire membership.


ARTICLE XI


INCORPORATORS

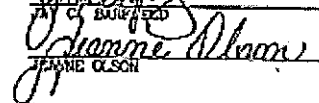
The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Morteza Nosseini-Kargar, President	673 Beville Road South Daytona, FL 32019
Jay C. Barfield, Vice-President	673 Beville Road South Daytona, FL 32019
Jeanne Olson, Secretary/Treasurer	673 Beville Road South Daytona, FL 32019

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association have executed these Articles of Incorporation, this 2nd day of APRIL, 1985.

  
 \_\_\_\_\_  
 MORTEZA NOSSEINI-KARGAR

  
 \_\_\_\_\_  
 JAY C. BARFIELD

  
 \_\_\_\_\_  
 JEANNE OLSON

STATE OF FLORIDA  
COUNTY OF DADE

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MORTEZA NOSSEINI-KARGAR, JAY C. BARFIELD, and JEANNE OLSON, to me well known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation.

Incl. WITNESS my hand and official seal in the County and State named above this day of APRIL, 1985.



**Exhibit "D"**

**Bylaws**

5

**BY-LAWS  
OF  
SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION:** The name and the corporation is SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal offices of the corporation shall be located at 673 Beville Road, South Daytona, Florida 32019, but meetings of members and directors may be held at such places within the State of Florida, County of Duval, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or any portion thereof, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions as may hereafter be brought within the jurisdiction of the Association by annexation.

**SECTION 4 as recorded in Official Records Volume 5938, page 2156, current public records of Duval County, Florida was amended July 15, 1985 and recorded in Official Records Volume 5999, page 1237, current public records of Duval County, Florida as follows:**

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is or will be that property more fully described in the Special Warranty Deed recorded within 90 days of either the recordation of this Declaration of the conveyance of the first lot. The Common Area shall also include

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SVMHA - Original Document was prepared April 2, 1985 and was recorded in Official Records VOL 5938 pages 2156-2175. Amended sections are dated and noted within. (By-Laws were not recorded in Official Records).

certain easement rights for the use and enjoyment of any lakes now existing or hereafter constructed on the property, and shall include a swimming pool to be built by Declarant prior to the completion of Unit Two, Southern Villas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with exception of the Common Area.

Section 6. "Unit" shall mean and refer to any lot or lot and portion of adjacent lot (as allowed in Article III, Section 2 of this Declaration) improved with a completed residential unit.

Section 7. "Declarant" shall mean and refer to COUNTRYSIDE TOWNHOMES, a Florida General Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of covenants, Conditions and Restrictions applicable to the Properties recorded in the Official Records of Duval County, Florida.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

#### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of six (6:00) o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of person authorized to call the meeting.

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SVMHA - Original Document was prepared April 2, 1985 and was recorded in Official Records VOL. 5938 pages 2158-2175. Amended sections are dated and noted within. (By-Laws were not recorded in Official Records).

by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast or of proxies entitled to cast sixty percent (60%) of all the votes of each class membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be members or proxies entitled to cause one-third (1/3) of all votes of each membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding month.

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

#### ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of five (5) directors, except for the initial Board of Directors, which shall have three (3) members, who need not be members of the Association.

**Section 2. Term of Office.** All directors shall serve for a term of one year, or until successors are elected and installed.

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

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

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SVMHA - Original Document was prepared April 2, 1985 and was recorded in Official Records VOL. 5938 pages 2156-2175. Amended sections are dated and noted within. (By-Laws were not recorded in Official Records).

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

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
MEETINGS OF DIRECTORS

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

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SVMHA - Original Document was prepared April 2, 1985 and was recorded in Official Records VOL 5938 pages 2156-2175. Amended sections are dated and noted within. (By-Laws were not recorded in Official Records).

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

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

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for infraction of published rules and regulations;

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

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any

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SVMHA - Original Document was prepared April 2, 1985 and was recorded in Official Records VOL. 5938 pages 2156-2175. Amended sections are dated and noted within. (By-Laws were not recorded in Official Records).

special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

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

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) record and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwelling to be maintained.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

**PRESIDENT**

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

**VICE-PRESIDENT**

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

**SECRETARY**

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

**TREASURER**

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

**ARTICLE IX  
COMMITTEES**

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

**ARTICLE X  
BOOKS AND RECORDS**

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

**ARTICLE XI  
ASSESSMENTS**

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As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. In the event that the assessment is not paid on or before the 10th day of the month, a late penalty in the amount of \$25.00 shall be due and payable. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

#### ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the year of its incorporation.

#### ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XIV MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands on this 2nd day of April, 1985.

The Original By-Laws were Signed By:

MORTEZA HOSSEINI-KARGAR and JAY C. BARFIELD, Directors

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SOUTHERN VILLAS OF MANDARIN HOMEOWNERS ASSOCIATION, INC. a Florida not for profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 2nd day of April, 1985.

The Original By-Laws were Certified By:

JEANNE L. OLSON, Secretary

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**Exhibit "E"**

**Approval Letter from Florida Department of Economic Opportunity**

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

**FINAL ORDER NO. DEO-16-240**

December 9, 2016

Thomas M. Jenks, Esq.  
Gunster, Yoakley & Stewart, P.A.  
225 Water Street  
Suite 1750  
Jacksonville, Florida 32202

**Re: Southern Villas of Mandarin Homeowners Association, Inc.**

Dear Mr. Jenks:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Southern Villas of Mandarin Homeowners Association, Inc.**, and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Thomas M. Jenks, Esq.  
December 9, 2016  
Page 2 of 3

**FINAL ORDER NO. DEO-16-240**

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
[agency.clerk@deo.myflorida.com](mailto:agency.clerk@deo.myflorida.com)

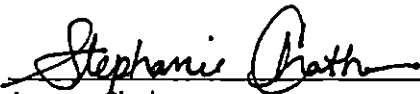
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

Thomas M. Jenks, Esq.  
December 9, 2016  
Page 3 of 3

FINAL ORDER NO. DEO-16-240

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 9<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Thomas M. Jenks, Esq.  
Gunster, Yoakley & Stewart, P.A.  
225 Water Street  
Suite 1750  
Jacksonville, Florida 32202

**By interoffice delivery:**

Rozell McKay, Government Analyst I, Division of Community Planning