

Prepared by:  
Hannah S. Rullo, Esquire  
Ansbacher Law  
8818 Goodbys Executive Drive  
Jacksonville, FL 32217

**REVIVED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MANDARIN TRAILS COMMUNITY**

THIS REVIVED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MANDARIN TRAILS COMMUNITY is made effective by Mandarin Trails Community Association, Inc. (collectively the "Association"), a Florida not-for-profit corporation, this 23 day of May, 2025.

**RECITALS:**

- A. Declaration of Covenants, Conditions and Restriction ("Declaration"), which is recorded in Official Records Book 4505, Page 705, *et seq.* of the public records of Duval County, Florida; The Articles of Incorporation of Mandarin Trails Community Association, Inc. ("Articles of Incorporation") filed with the Florida Department of State on January 21, 1983 and which are recorded in the Official Records Book 21377, Page 2320, *et seq.* of the public records of Duval County, Florida; as well as Bylaws of Mandarin Trails Community Association, Inc. ("Bylaws"), which govern the Association and which are recorded in the Official Records Book 21377, Page 2307, *et seq.* of the public records of Duval County, Florida; Modifications to the Covenants and Restrictions; Problem Resolution Procedure; Amended and Restated Grant of Easements recorded in the Official Records Book 4749, Page 278, *et seq.* of the public records of Duval County, Florida (hereinafter together referred to as the "Previous Declaration").
- B. All of the land encumbered by the Previous Declaration is depicted and more particularly described in the Exhibits attached hereto.
- C. The covenants and restrictions contained in the Previous Declaration had expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act ("MRTA").
- D. The Organizing Committee was organized for the Association and consisted of the following persons:
- |  |   |  |
|--|---|--|
| Greg Rhoads<br>3895 Oldfield Trail<br>Jacksonville, FL 32223<br>(904) 502-5798 | Patricia Lynn McKenzie<br>3808 Oldfield Trail<br>Jacksonville, FL 32223<br>(859) 229-6640 | Renee Weinstein<br>3837 Oldfield Trail<br>Jacksonville, FL 32223<br>(904) 608-6403 |
|--|---|--|
- E. The Organizing Committee for the Association submitted the Previous Declaration pursuant to 720.403, Florida Statutes, as the "Revived Declaration" to the Florida Department of Commerce, which was approved for revival as outlined in Florida Statutes Chapters 712 and 720.
- F. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto.
- G. The voting interests of each parcel owner under this Revived Declaration are the same as the voting interests of the parcel owners under the Previous Declaration. The proportional assessment obligations

of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owners under the Previous Declaration.

**NOW, THEREFORE, the Association hereby revives all terms and provisions of the Previous Declaration and governing documents, which are attached hereto for recording in the public records to complete the revitalization process outlined in Florida Statutes Chapter 712 and 720:**

**MANDARIN TRAILS COMMUNITY ASSOCIATION, INC.**  
a Florida not-for-profit corporation

**ATTEST:**

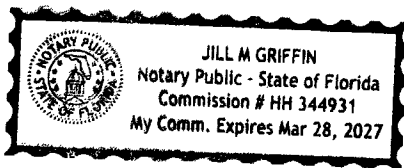
By: *Jeanne MacDonald*  
Name: Jeanne MacDonald  
Title: President

By: *Richard Axelberg*  
Name: Richard Axelberg  
Title: Treasurer

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged, sworn to and subscribed before me by means of [] physical presence or [] online notarization, this 23 day of May, 2025, by Jeanne MacDonald, as President of Mandarin Trails Community Association, Inc. who is [] personally known to me or [] has produced FL Driver License as identification and Richard Axelberg, as Treasurer of Mandarin Trails Community Association, Inc. who is [] personally known to me or [] has produced FL Driver License as identification.

[Notary Seal]



*Jill M Griffin*  
Notary Public  
Printed Name: Jill M Griffin  
My Commission Expires: March 28, 2027

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MANDARIN TRAILS COMMUNITY

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of this 8<sup>th</sup> day of November, 1977, by CWC, INC., a Florida corporation (hereinafter referred to as "CWC"; the term CWC shall also include the successors, assigns, nominees and designees of CWC, INC.).

W I T N E S S E T H:

RECITALS. CWC is the owner of all of that real property located in Jacksonville, Duval County, Florida, described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property"), as well as other real property in Jacksonville, Duval County, Florida, in the vicinity of the Property. CWC is in the process of developing the Property, and other property in the general area, into a residential community. Portions of the Property shall be subdivided into parcels, all or a portion of each such parcel to be used as home sites.

WHEREAS, CWC desires to develop the property as a high quality residential community with minimum disturbance to the natural beauty of the land with certain common areas and with homesites with at least 1-1/2 acres designed to promote the enjoyment of nature and the peaceful privacy of the residence, all in keeping with the rural nature of the area.

NOW, THEREFORE, CWC hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are filed for the purpose of protecting the value and desirability of, and which shall run with, title to the Property and any part thereof, and the grantee of any deed conveying part or portion of the Property shall be deemed, by the acceptance of such deed or deeds, to have agreed to all such covenants, conditions and restrictions.

THIS INSTRUMENT WAS PREPARED BY:  
NORMAN and SAFER, Attorneys at Law

*Eliot J. Safir*

3140 ATLANTIC BANK BUILDING  
JACKSONVILLE, FLORIDA 32202

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1. DEFINITIONS. As used in this Declaration, the terms below shall be defined as follows:

1.1 "Community Easement" means a portion of the Property described on Exhibit "A" attached hereto which is available for the common usage by all property owners in the Community, such easements being more particularly described on Exhibit "B" attached hereto.

1.2 "Declaration" means this Declaration of Covenants, Conditions and Restrictions and all exhibits attached hereto, as the same may be amended from time to time.

1.3 "Lot" means a Homesite as developed by CWC.

1.4 "CWC" means CWC, INC., a Florida corporation, the Developer of the Property, and its successors, assigns, nominees and designees.

1.5 "Green Area" means a portion of the Property described on Exhibit "A" attached hereto consisting of that portion of a Lot which includes, borders on, or is within ten (10) feet of any waterway as such waterways are described in paragraph 3.12 herein.

1.6 "Mandarin Trails Community" means the overall development constructed or planned to be constructed on the Property and on the real property of the Developer, either presently owned or to be acquired in the future, in the general vicinity of the Property and includes, without limitation, all residential and recreational projects and improvements locate, or to be located on said Property.

1.7 "Owner" means the record owner of a Lot.

1.8 "Survey" means the unrecorded survey of MANDARIN TRAILS COMMUNITY, dated May 9, 1977, and prepared by JIM HARRISON and ASSOCIATES, as the same may be amended from time to time, as well as any subsequent survey of any other portions of the Property.

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If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, the term "Survey" shall also refer to the survey of such additional property.

1.9 "Roadway" means that portion of the Property designated as Oldfield Trail, together with any real property which may hereafter be platted as a roadway and designated a "private street", or any real property which may be described by metes and bounds in a subsequent recorded instrument executed by CWC reciting that the property therein described shall be deemed to be a "Roadway" and subject to the terms and provisions of this Declaration.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

2.1 Residential Purposes; Green Areas. Each Lot shall be used exclusively for residential purposes only, and no manufacturing or commercial enterprise, or enterprise of any kind for profit, including, but not limited to, the rental of rooms and apartments, shall be maintained upon or in connection with the use of any Lot; provided, however, CWC shall have the right to maintain facilities on the Property for sales and promotional activity and maintenance, and shall have the right to do any and all things necessary or appropriate to sell or lease improved or unimproved Lots. Notwithstanding anything to the contrary contained in this Declaration, except for construction or excavation required in connection with utility lines and facilities within easement areas, no construction shall be permitted on any Green Area appurtenant to a Lot and no destruction or removal of any trees on such Green Areas shall be permitted except with the written approval of CWC.

2.2 Set-Back Lines. The following set-back lines for buildings, structures, additions or accessories with respect to Lots will apply: (a) Thirty (30) feet from the front lot line of any Lot, but in no case less than thirty (30) feet from the closest outside boundary of the Roadway easement furnishing access to such Lot; (b) from the interior lot lines of any Lot. CWC, however, shall have the right to increase, decrease or otherwise modify such requirements.

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For the purpose of this covenant, fences, walls and unroofed and unscreened patios shall not be considered part of a building and may be erected outside of set-back lines subject to the prior written approval of CWC and subject to the provisions regarding easements in paragraph 2.3 hereof. In no case though shall any fence, wall or patio be constructed or maintained on any Green Area.

2.3 Easements. Easements for the installation and maintenance of utilities and drainage facilities will be reserved over, under and across portions of the Property. Additional easements may be reserved or granted by CWC at any time at or prior to the time a Lot is conveyed. Within the easement areas, no structure or other improvement or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owner of the Lots shall bear the risk of loss of any such structure, improvement or landscaping. The easement areas, and areas within any set-back line, of each Lot, and all improvements therein, shall be maintained continuously by the Owner. All utility lines serving one Lot only from the point where such line connects to the main line shall be maintained by the Owner.

The portions of the Property designated Community Easements and described on Exhibit "B" are reserved for the use and benefit of CWC, all owners, members of their families and their invitees, for perpetual access to and the use of said Community Easements, including, but not limited to, as nature and horse trails, boating (except power boats) and recreational areas. Within said Community Easements, no structures, fences or other improvements or landscaping shall be permitted to be placed or remain.

2.4 Approval of all Plans and Specifications. Notwithstanding anything in this Declaration to the contrary, and in addition to any and all building restrictions set forth herein, no fence, wall, building (including a dwelling), any other structure or thing shall be commenced, erected, reconstructed or maintained upon any Lot, nor shall any exterior addition, change or alteration be made to the improvement thereon until the plans and specifications, prepared by a duly licensed

architect, engineer or other similarly qualified professional, showing the nature, kind, shape, color, height, materials, square footage and location of the same, shall have been submitted to and approved in writing as to the harmony of the external design and in compliance with the terms of this Declaration and location in relation to surrounding structures and topography by CWC. The drawings and other documents required for review shall consist of the following:

(a) Site plan showing all outlines, set-backs, easements, existing trees that would have to be removed during construction having a diameter of four (4) inches or more, drives, fences and underground trench locations, and existing and proposed contours;

(b) Floor plan or plans;

(c) Elevations of all sides of the contemplated structure;

(d) A summary specification list of proposed material and samples of exterior materials which cannot be adequately described;

(e) Together with such additional information and materials which may reasonably be required of which the Owner, or his representative, has been advised in writing prior to or within ten (10) days after original architectural submission.

CWC shall approve or disapprove the items described in

(a) through (e) above within thirty (30) days from receipt by CWC of the last of such items. Failure of CWC to act within said thirty (30) day period shall constitute approval. Upon approval of the items described in (a) through (e) above, final construction documents shall be submitted to CWC for approval or disapproval, which approval or disapproval shall be given within thirty (30) days after receipt by CWC of the last of such items. Failure by CWC to act within said thirty (30) day period shall constitute approval. Upon approval of the items described in (a) through (e) above and said final construction documents, all approvals required shall be deemed to have been given.

2.5 Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless same are approved in advance as to location and construction by CWC: pens, yards and houses

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for pets, hothouses, greenhouse, above ground storage of construction materials, wood, coal, oil and other fuels, sheds, shacks, trailers, tents, appliances, tool shops and workshops, guest houses, play houses, swimming pools, dressing rooms and above ground exterior air conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by CWC to be of an unsightly nature or appearance.

This paragraph shall not, however, prevent the use of a temporary construction shed during the period of actual construction (which construction shall be no longer than twelve (12) months unless otherwise approved by CWC) of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

2.6 Minimum Square Footage. No residence shall contain less than one thousand six hundred (1,600) square feet of heated and/or air conditioned enclosed living space.

2.7 Trailers and Mobile Homes. No trailers, mobile home, double-wide or other such structure, shall be placed, erected or maintained upon any portion of the Property.

3. GENERAL COVENANTS AND RESTRICTIONS

3.1 Nuisances. No noxious or offensive activities shall be carried on upon any portion of the Property; nor shall anything be done thereon which is or may become a nuisance to the community.

3.2 Trash. Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot, Roadway or Community Easement.

3.3 Wells or Septic Tanks. A well or septic tank shall be constructed on any Lot only with the prior written approval of CWC as to design, location, site and other matters.

3.4 Signs. No signs of any kind shall be displayed to the public view on any Lot, Green Area or any vehicle. Notwithstanding

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the foregoing, one sign may be used to denote the name of the resident, subject to the prior written approval of CWC with regard to size, shape, design, color and location of such sign. Nothing herein shall be construed to restrict in any manner CWC from placing signs and advertising on the Property or any portion thereof. Nothing herein shall be construed to restrict an Owner from placing an appropriate and customary "For Sale" sign on a Lot for purpose of selling his Lot and residence.

3.5 Parking, Storage, Repairs. No vehicles (including, but not limited to, boats, boat trailers, travel trailers, camp trailers, motor homes, mobile homes) or any similar property shall be kept on any Roadway or Community Easement.

3.6 Condition of Lots, Green Areas. Each Owner shall maintain the entire Lot (and the improvements thereon) and any appurtenant Green Area in a neat and clean condition at all times. No trash, garbage, rubbish, debris or refuse or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on any Lot or Green Area. Nothing herein shall be construed as requiring CWC to clear or maintain property owned by it so long as such property is unimproved.

3.7 Drying. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Lot or any Roadway or Community Easement.

3.8 Animals. There shall be allowed a reasonable number of domesticated dogs, cats, other household pets, small animals and horses, provided such pets, small animals and horses are kept for the pleasure and use of the Owner, and not for commercial purposes. If, in the sole discretion of CWC, any of said pets, small animals or horses become dangerous or an annoyance or nuisance to other residents of the Property, or surrounding areas, or destructive of wildlife or property, they may not thereafter be kept on the Property.

3.9 Vehicles. No motor vehicles, motorcycles, scooters, or other similar vehicles, may be operated on any Lot or other portion of the Property, except on designated Roadways.

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3.10 Grading. No Lot or part thereof, or any other portion of the Property, shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property, without the prior written consent of CWC.

3.11 Resubdividing; Access Restrictions. Without the prior written approval of CWC, no Lot or Green Area shall be resubdivided. In the event of such approved resubdividing, all of the provisions of this Declaration shall apply to the portion of the Property so resubdivided and no such resubdividing shall affect any easement reserved in this Declaration. CWC shall have the right to approve the use of one or more contiguous Lots, all or part of any Lot, all of one Lot and part of a contiguous Lot or Lots or any combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site. No Green Area shall be conveyed by any Owner (other than CWC) except in conjunction with a conveyance of the Lot to which it is appurtenant. Without the prior written consent of CWC, no Owner of any Lot shall be permitted to deed, construct or otherwise establish any drive, driveway or other means of access between any two Lots, or a Lot and a Roadway, or a Lot and any adjoining land thereto.

3.12 Waterways. With respect to the lakes, ponds, creeks and streams (hereinafter referred to as "waterways") now existing, or which may be hereafter created, either within the Property, or adjacent or near thereto, no power boats shall be permitted on such waterways and no Owner shall have any right to construct bulkheads, docks, piers or other similar facilities on such waterways nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Property or on the land owned by CWC lying adjacent to or near the Property, without the written consent of CWC. Notwithstanding the foregoing, CWC shall have the sole and absolute right to control the water level of such

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waterways, to construct bulkheads, docks, piers or other similar facilities, to control the growth and eradication of insects, plants, fowl, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment.

3.13 Trees. Without the prior written consent of CWC, no tree with a diameter of over 4" can be cut down or otherwise removed.

3.14 Additional Covenants and Restrictions. No Owner, other than CWC, of any part of the Property shall, without the prior written approval of CWC, impose any additional covenants or restrictions on any part of the Property.

4. ASSESSMENTS

4.1 Assessment. Each Lot and each Owner is hereby subjected to special maintenance assessments payable as hereinafter provided. Commencing with the original sale of a Lot by CWC, each Owner shall pay to CWC, at such place as shall be designated by CWC, in advance, any special maintenance assessment assessed against each Lot as fixed by CWC, which assessment shall be uniform in dollar amount for each Lot. CWC, in setting the amount of a special maintenance assessment shall assess each Lot an amount which, in the sole judgment and discretion of CWC, represents a fair proportionate share of the overall expenses of the matters set forth in paragraph 4.2 hereof for the particular Lot as compared to the total number of living units to be developed and/or constructed within the MANDARIN TRAILS COMMUNITY. Such maintenance assessment shall become delinquent if not paid by the tenth (10th) of the month following the date of the assessment and shall bear interest at the rate of nine percent (9%) per annum from said date until paid. In no case shall such special assessments exceed, during a calendar year, the sum of \$120.00 for each Owner, and no Owner shall be obligated to pay more than \$120.00 as special assessments during a calendar year.

4.2 Purposes. The special maintenance assessment referred to in paragraph 4.1 above shall be for the purpose of enabling CWC:

(a) To pay all expenses required for the reasonable repair, maintenance and improvement of the portions of the Property developed for the benefit of the overall MANDARIN TRAILS COMMUNITY, or used in common by all owners, including Roadways, Community Easements, waterways and other common areas, including, without limitation, paving, irrigation, landscaping and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to the Association;

(b) To pay for the expense of any lighting of the Roadways and Community Easements, including replacement of bulbs, poles (if any), wiring and any and all other expenses, in connection therewith, if said Roadways and Community Easements are so lighted;

(c) To pay for all expenses incurred in providing mosquito and other pest control for the Property;

(d) To pay for the expenses of maintenance, improvement and operation of drainage easements and facilities.

Nothing contained herein shall create an obligation on the part of CWC to do any of the foregoing.

4.3 CWC Property. Notwithstanding anything herein to the contrary, no lien shall attach against any Lot or other portion of the Property so long as same is owned by CWC and CWC shall not be required to pay any such assessments. Upon the development of additional portions of the MANDARIN TRAILS COMMUNITY, CWC may impose covenants on such additional property similar to the covenants set forth herein. Such assessments may be collected, commingled and expended by CWC without regard as to whether they were collected from assessments on Lots located on the Property or on Lots or other residential units located on other portions of the MANDARIN TRAILS COMMUNITY.

4.4 Lien. Any special assessment and interest thereon as provided herein shall constitute a debt from the Owner or Owners of the Lot against or with respect to which the same shall be assessed, and shall be secured by a lien upon said Lot and all improvements thereon, together with any applicable Green Area, and each Owner hereby grants to CWC such lien in accordance with the foregoing. Said lien shall attach as of the date of filing for record a notice of lien with the Clerk of the Circuit Court of Duval County, Florida. The enforcement of said

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lien shall be by foreclosure or by any other proceeding in equity or at law and CWC shall be entitled to recover in such proceedings all costs, including reasonable attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien. Each such lien shall be subordinate and inferior to the lien of any first mortgage encumbering the Lot or Green Area if said mortgage was recorded in the public records of Duval County, Florida prior to the above described attachment date of such lien. Upon request, CWC shall furnish any Owner or Mortgagee a certificate showing the unpaid assessments, if any, against any Lot.

5. RIGHTS OF CWC; REMEDIES; AMENDMENTS

5.1 Rights re: Temporary Structures, Etc. CWC hereby reserves the right to itself, its successors, assigns, nominees and grantees, to erect or maintain such dwellings, model houses, sales offices and/or other structures and to erect and maintain such commercial and display signs as CWC, in its sole discretion, may deem advisable for development and marketing purposes. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of CWC.

5.2 Amendment. CWC reserves unto itself, its successors, assigns, nominees and designees, and shall have the right to the following:

(a) To amend this Declaration, without prior approval of any Owner, so long as such amendment shall conform to the general purposes and standards set forth herein.

(b) To amend this Declaration, without prior approval of any Owner, for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein or to amend this Declaration in any respect that does not materially affect the rights of any Owners of Lots previously conveyed.

(c) To include in any contract for sale, deed, or other instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration, without prior approval of any Owner.

(d) To release, without prior approval of any Owner, any Lot or other portion of the Property from any part of the covenants set forth in this Declaration which have been violated if CWC, in its sole discretion, determines such violation or violations to be minor or insubstantial and to

make exceptions, without prior approval of any Owner, to the covenants and restrictions set forth in Articles 2 and 3 hereof if CWC deems such exception to be in the best interest of the MANDARIN TRAILS COMMUNITY.

(e) To approve any amendment to this Declaration, which approval shall be required in writing regardless of by whom proposed, and regardless of the number of Owners consenting thereto.

(f) CWC shall have the right, without the prior approval of any Owner, to file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, with such additions or modifications as CWC shall provide; and upon such amendment, this Declaration shall apply to such other property as more particularly to be set forth in such amendment. Nothing in this Declaration shall be construed as requiring CWC to amend this Declaration to include such other real property owned by CWC. Such an amendment may be accomplished by filing a statement among the public records of Duval County, Florida incorporating such terms, covenants and restrictions of this Declaration as are applicable to the property including within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property.

Notwithstanding anything in this paragraph 5.2 to the contrary, no amendment to this Declaration shall affect the rights or lien of any Mortgagee without such Mortgagee's express consent thereto. In addition, all rights of CWC under this paragraph 5.2 and elsewhere in this Declaration shall survive the sale of all of the Lots in view of CWC's ownership of substantial property in the general vicinity of the Property.

5.3 Enforcement. CWC reserves the right, but shall have no obligation, to enter upon any Lot or Green Area to remove rubbish, signs, structures or other things or to take such other action at the expense of the Owner as CWC deems necessary in order to enforce this Declaration; such entry, abatement and removal shall not be deemed a trespass or make CWC liable in any respect for any damages on account thereof. The Owner of the Lot shall pay CWC, on demand, the actual cost of such enforcement plus ten percent (10%) of the cost in performing such service. In the event that such charges under this paragraph shall

not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand. CWC may, at its option, bring an action at law upon giving the Owner ten (10) days notice of an intention to file a claim of lien against a Lot and appurtenant Green Area, may file and foreclose such lien. Each Owner hereby grants such lien to CWC. Provided, however, any such lien shall be subordinate and inferior to the lien of any mortgage on such Lot or Lots and appurtenant to Green Areas. In addition, CWC or any Owner shall be entitled to bring actions at law for damages or in equity for injunctions against those so violating or attempting to violate this Declaration for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to, attorneys' fees, incurred by CWC to effectuate collection of any charges or incurred by CWC or any Owner to cure, correct, prevent or enjoin any violation of the terms of this Declaration shall be borne by the Owner violating or attempting to violate this Declaration. All remedies of CWC shall be cumulative to any and all other remedies provided herein or at law or equity. The failure by CWC to bring any action to enforce any provision of this Declaration or to correct any violation of any term or provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owner or any other party against CWC.

## 6. MISCELLANEOUS

6.1 Rights of Mortgagees. Notwithstanding anything in this Declaration to the contrary, the lien of CWC for charges incurred in enforcing this Declaration shall be subordinate and inferior to the lien of any mortgage on any Lot and appurtenant Green Area recorded prior to the recording of a claim of lien by CWC. In addition, any Mortgagee holding a mortgage lien on a Lot and appurtenant Green Area who acquired title thereto as a result of foreclosure or by deed in lieu of foreclosure,

or any party who purchases same at a foreclosure sale, shall not be liable for the charges pertaining to such Lot and Green Area which are chargeable to the former Owner and which became due prior to such acquisition of title.

6.2 Term. The terms and provisions of this Declaration shall run with the title to the Property and any part thereof and unless otherwise altered or terminated by CWC in accordance with the terms and provisions herein contained, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns, until December 31, 2005, at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless, by mutual agreement between CWC and Owners of a majority in number of the Lots therefore conveyed by CWC, at or prior to the end of the initial term or any successive period of ten (10) years, this Declaration shall be amended, changed or terminated, in whole or in part. Provided that the obligations imposed under Article 4 hereof may not be terminated until maintenance of common areas and Roadways has been assumed by the governmental entity or agency having jurisdiction.

6.3 Disclaimer. CWC shall not be liable to any Owner or other person or firm for any loss, damage, claim, expense, personal injury, death or property damage arising from any cause whatsoever including, but not limited to, the sole negligence of CWC, or the employees, agents or representatives of CWC, or the provision of, failure to provide, or negligence in providing security, maintenance, repairs or other services by CWC, or the employees, agents or representatives of CWC.

6.4 Invalidity of Part. The invalidation of any one of the terms or provisions of this Declaration by judgment or court order shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

6.5 Headings. The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Evidence of Approval. Whenever approval by CWC is required in this Declaration, same shall mean approval of any officer of CWC, which approval shall be evidenced by a certificate or other writing signed by an officer of CWC.

6.7 Assignment by CWC. CWC shall have the sole and exclusive right at any time and from time to time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any part or paragraph of this Declaration to such other person or entity as CWC shall select. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of CWC so assigned and CWC, its officers, directors and stockholders, shall thereupon be relieved of any and all obligations or liability with respect thereto.

IN WITNESS WHEREOF, CWC has caused this instrument to be executed as of the day and year first above written.

Witnesses:

Howard I. Korman

Robert H. Huntley  
AS TO CWC

CWC, INC.

By Conrad Weiskopf  
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, CONRAD WEIHNACHT, as President of CWC, INC., a Florida corporation, to me well known to be the person who executed the foregoing instrument in his said capacity, and he acknowledged before me that he executed the same, for and on behalf of said Corporation, for the purposes therein expressed.

WITNESS my hand and official seal this 8<sup>th</sup> day of November, 1977.



Notary Public, State of Florida

My Commission Expires Notary Public, State of Florida  
My Commission Expires Aug. 15, 1978  
Bundled by Transamerica Insurance

01700

See [unclear]  
Since 1978

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OFFICIAL RECORD

EXHIBIT A

Attached to and made a part of MANDARIN TRAILS COMMUNITY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated the 8<sup>th</sup> day of November, 1977.

---

All of Government Lot 11, (Except that part now in the right-of-way of Aladdin Road) Section 17, Township 4 South, Range 27 East, Duval County, Florida.

Vol [unclear]  
pg [unclear] - 277

EXHIBIT B

Attached to and made a part of MANDARIN TRAILS COMMUNITY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated the 8<sup>th</sup> day of November, 1977.

---

Community Easement #1

A part of Section 16 and 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the intersection of the South line of said Section 17 and the East right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of beginning thus described, run N. 0° 21' W. along the East right-of-way line of Aladdin Road, a distance of 15.0'; thence N. 88° 55' 30" E. parallel to the said South line of Section 17 a distance of 829.81' to a point in the dividing line between said Sections 16 and 17; thence S. 89° 47' 27" E. parallel to the South line of said Section 16 a distance of 5.18'; thence N. 0° 40' 19" E. a distance of 622.33'; thence S. 89° 47' 27" E. a distance of 15.0'; thence S. 0° 40' 19" W. a distance of 637.33' to a point in the said South line of Section 16; thence N. 89° 47' 27" W. along the said South line of Section 16 a distance of 19.72' to the section corner common to said Sections 16 and 17; thence S. 88° 55' 30" W. along the said South line of Section 17 a distance of 830.0' to the point of beginning.

Lands thus described contain 0.507 acres, more or less.

Community Easement #2

A portion of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the intersection of the South line of said Section 17 and the West right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of beginning thus described, run N. 0° 21' W. along the West right-of-way line of Aladdin Road, a distance of 15.0'; thence S. 88° 55' 30" W. parallel to the said South line of Section 17 a distance of 328.50'; thence S. 0° 21' E. parallel to the said West right-of-way line of Aladdin Road, a distance of 15.0' to a point in the said South line of Section 17; thence N. 88° 55' 30" E. along the said South line of Section 17 a distance of 328.50' to the point of beginning.

Lands thus described contain 0.113 acres, more or less.

Community Easement #3

A portion of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the Northwest Corner of Government Lot 11 of said Section 17, Township 4 South, Range 27 East; from the point of beginning thus described, run N. 89° 13' 20" E. along the North line of said Government Lot 11 a distance of 439.20' to a point in the West right-of-way line of Aladdin Road, a 60' right-of-way as now established; said right of way line being in a curve, said curve being concave to the

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## OFFICIAL RECORDS

Southwest and having a radius of 686.78'; thence Southeasterly along and around said curve an arc distance of 15.65'; said curve being subtended by a chord bearing and distance of S. 17° 18' 11" E. 15.64'; thence S. 89° 13' 20" W. parallel to the said North line of Government Lot 11 a distance of 443.44' to a point in the West line of said Government Lot 11; thence N. 1° 35' 45" W. along the said West line of Government Lot 11 a distance of 15.0' to the point of beginning.

Lands thus described contain 0.152 acres, more or less.

Community Easement #4

A part of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference commence at the intersection of the South line of said Section 17 and the East right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of reference thus described run N. 0° 21' W. along the said East right-of-way line of Aladdin Road a distance of 1053.71' to the point of beginning, from the point of beginning thus described continue N. 0° 21' W. along the said East right-of-way line of Aladdin Road a distance of 79.43' to a point of a curve to the left, said curve being concave to the Southwest and having a radius of 746.78'; thence Northwesterly along and around said curve an arc distance of 144.91' to its intersection with the Westerly line of the George Hartley Grant Section 41, Township 4 South, Range 27 East, said curve being subtended by a chord bearing and distance of N. 5° 54' 32" W. 144.68'; thence S. 27° 45' 50" E. along the said West line of the George Hartley Grant a distance of 235.70'; thence N. 81° 06' 30" E. along the South line of the said George Hartley Grant and the North line of the aforementioned Section 17 a distance of 480.06'; thence S. 0° 21' E. a distance of 200.64'; thence S. 89° 39' W. a distance of 246.08'; thence N. 0° 21' W. a distance of 151.54'; thence S. 81° 06' 30" W. parallel to the aforementioned South line of the George Hartley Grant a distance of 326.78' to the point of beginning.

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Nov '8 4 07 PM '77

FILED AND RECORDED IN PUBLIC  
RECORDS OF DUVAL COUNTY, FLA.

*Raymond Light*  
CLERK OF CIRCUIT COURT

Doc # 2025049475, OR BK 21377 Page 2320, Number Pages: 9,  
Recorded 02/28/2025 08:01 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY  
RECORDING \$78.00

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Hannah S. Rullo, Esq.  
Ansbacher Law  
8818 Goodby's Executive Drive  
Suite 100  
Jacksonville, FL 32217  
Office: 904-737-4600  
Facsimile: 904-254-4409

Ref: 240449-001

\_\_\_\_\_ the space above this line is reserved for recording purposes \_\_\_\_\_

**NOTICE OF RECORDING OF  
ARTICLES OF INCORPORATION OF  
MANDARIN TRAILS COMMUNITY ASSOCIATION, INC.,  
A CORPORATION NOT-FOR-PROFIT**

KNOW ALL MEN BY THESE PRESENTS:

MANDARIN TRAILS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter the "Association"), hereby pursuant to Florida Statutes gives notice of recording in the Official Records of Duval County, Florida, the Articles of Incorporation for the Mandarin Trails Community Association, Inc. (hereinafter referred to as the "Articles of Incorporation"). A copy of said Articles of Incorporation is attached hereto and made a part hereof by reference.

The Articles of Incorporation were not previously recorded in the Official Records of Duval County, Florida. As the Association may amend the Articles of Incorporation in the future, and as Section §720.303(1), Florida Statutes, now requires that "...after October 1, 1995, the association must be incorporated and the initial governing documents must be recorded in the official records of the county in which the community is located," the Articles of Incorporation are hereby being recorded in an effort to ensure that record title notice of the existing provisions which may be amended will exist and so that the context of changes which may be implemented will be self-evident in the public records. Additionally, the Association has endeavored to record same to provide record title notice of the validity, binding nature, and enforceability of the Articles of Incorporation.

The Association is a not-for-profit corporation created pursuant to Chapter 617, Florida Statutes and a homeowner's association subject to Chapter 720, Florida Statutes. All terms and conditions of the Articles of Incorporation as incorporated herein shall remain in full force and effect.

*Signatures appear on the following page.*

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 10<sup>th</sup> day of February, 2025.

Signed, sealed and delivered in the presence of:

Mandarin Trails Community Association, Inc.

[Signature]  
(Sign - Witness 1)

By: [Signature]  
Jeanne MacDonald, President

CHRIS YOUNG  
(Print - Witness 1)

5800 Toulon Rd, Jacksonville, FL 32246  
(Address - Witness 1)

[Signature]  
(Sign - Witness 2)

Danielle Nguyen  
(Print - Witness 2)

3166 Cesery Blvd Jacksonville, FL 32277  
(Address - Witness 2)

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of February, 2025, by Jeanne MacDonald as President of Mandarin Trails Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she  is personally known to me or  has produced FL drivers license as identification.



[Signature]  
Signature of Notary

(Seal)

Print

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MANDARIN TRAILS COMMUNITY ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on January 21, 1983, as shown by the records of this office.

The document number of this corporation is 766631.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Nineteenth day of November, 2024



CR2E022 (01-11)

  
Cord Byrd  
Secretary of State

766631  
FILED  
JAN 21 9 07 AM '83  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
MANDARIN TRAILS COMMUNITY ASSOCIATION, INC.  
(A Corporation Not for Profit)

---

We, the undersigned, with other persons being desirous of forming a corporation for educational, charitable and philanthropic purposes, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I

NAME

The name of this corporation is MANDARIN TRAILS COMMUNITY ASSOCIATION, INC.

ARTICLE II

PURPOSES

The general nature of the objects and purposes of this corporation shall be to exercise, promote and protect the privileges and interests of the residents of MANDARIN TRAILS COMMUNITY, Mandarin Florida; and those rights provided under the Declaration of Covenants, Conditions and Restrictions of Mandarin Trails Community as Recorded in public records of Duval County, Florida, to foster a healthy interest in the civic affairs of said community; to develop good citizenship; and to inquire into civic abuses and to seek reformation thereof; in order to promote the purpose of this corporation, it may require property by grant, gift, purchase, devise or bequest, and shall hold, mortgage and dispose of such property for the furtherance of its purpose and for the benefit of the members and not for pecuniary profit; it shall have the power to borrow and raise money to effect the purposes of the corporation.

**ARTICLE III**

**QUALIFICATION FOR MEMBERS**

The membership of this Corporation shall be composed of the owners of real property in the development known as Mandarin Trails, Mandarin, Florida and such persons as from time to time hereafter may become members as determined by a provision of the By-Laws.

**ARTICLE IV**

**TERM OF EXISTENCE**

This corporation is to exist perpetually.

**ARTICLE V**

**SUBSCRIBERS**

The names and residences of the subscribers to these Articles are:

<u>NAME</u>	<u>RESIDENCE</u>
ANNE BENEDETTI	3808 Oldfield Trail Mandarin, Florida 32223
RICHARD AXELBERG	3853 Oldfield Trail Mandarin, Florida 32223
JEAN MacDONALD	3870 Oldfield Trail Mandarin, Florida 32223

**ARTICLE VI**

**OFFICERS**

Section 1. The officers of the corporation shall be a President, such number of Vice Presidents as are determined from time to time by the Directors, a Secretary, a Treasurer and such other officers as may be provided in the By-Laws.

Section 2. The name of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

PRESIDENT	ANNE BENEDETTI
TREASURER	RICHARD AXELBERG
SECRETARY	JEAN MacDONALD J. MacD.

Section 3. The Officers shall be elected at the annual meeting of the Board of Directors or as provided in the By-Laws and Constitution.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have three(3) Directors initially. The number of Directors may be increased from time to time by the By-Laws, but shall never be less than three(3).

Section 2. The Board of Directors shall be members of the corporation.

Section 3. Members of the Board of Directors shall be elected and hold office in accordance with the By-Laws.

Section 4. The names and addresses of the persons who are to serve as Directors for the ensuing year, or until the first annual meeting of the corporation, are:

<u>NAME</u>	<u>ADDRESS</u>
ANNE BENDETTI	3808 Oldfield Trail Mandarin, Florida 32223
RICHARD AXELBERG	3853 Oldfield Trail Mandarin, Florida 32223
JEAN MacDONALD	3870 Oldfield Trail Mandarin, Florida 32223

ARTICLE VIII

BY-LAWS

Section 1. The Board of Directors of this corporation may provide such By-Laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Section 2. Upon proper notice the By-Laws may be amended, altered or rescinded by a majority vote of the members present (a quorum consisting of 25% of the membership),

at any regular meeting or any special meeting called for that purpose.

ARTICLE IX

AMENDMENTS

Section 1. These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, by a majority vote of those present, so long as 25% of the membership is present.

Section 2. Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the By-Laws, of intention to submit such amendments.

ARTICLE X

LOCATION

The location of this corporation shall be at 3808 Oldfield Trail  
Jacksonville, Florida.

IN WITNESS WHEREOF, We, the undersigned subscribing incorporators, have hereunto set our hands and seals this 9 day of July, 1982, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Anne Benedetti (SEAL)  
ANNE BENEDETTI

Richard Axelberg (SEAL)  
RICHARD AXELBERG

Jeanne Macdonald (SEAL)  
JEANNE MacDONALD

*Handwritten signature*  
Nov 9, 1985

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared, ANNE BENDETTI, RICHARD AXELBERG, and JEAN MacDONALD, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 9 day of July, 1982.

  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

Nov 9, 1985

FILED

JAN 21 9 07 AM '83

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE

DESIGNATING REGISTERED AGENT AND PLACE OF BUSINESS FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE

That MANDARIN TRAILS COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, in the City of Jacksonville, County of Duval, State of Florida, has named ELIOT J. SAFER located at 4490 Southside Boulevard, Jacksonville, Florida 32216, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above named corporation, at the place designated in this certificate, I hereby accept such appointment and agree to act in this capacity, and agree to comply with the provision of Section 48.091, Florida Statutes relating to keeping said office open.

  
Eliot J. Safer, Registered Agent

Doc # 2025049465, OR BK 21377 Page 2307, Number Pages: 4,  
Recorded 02/28/2025 07:57 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY  
RECORDING \$35.50

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Hannah S. Rullo, Esq.  
Ansbacher Law  
8818 Goodby's Executive Drive  
Suite 100  
Jacksonville, FL 32217  
Office: 904-737-4600  
Facsimile: 904-254-4409

Ref: 240449-001

\_\_\_\_\_ the space above this line is reserved for recording purposes \_\_\_\_\_

**NOTICE OF RECORDING OF  
BYLAWS OF MANDARIN TRAILS COMMUNITY ASSOCIATION, INC.,  
A CORPORATION NOT-FOR-PROFIT**

KNOW ALL MEN BY THESE PRESENTS:

MANDARIN TRAILS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter the "Association"), hereby pursuant to Florida Statutes gives notice of recording in the Public Records of Duval County, Florida, Mandarin Trails Community Association, Inc. By-Laws (hereinafter referred to as the "Bylaws"). A copy of said Bylaws is attached hereto and made a part hereof by reference.

The Bylaws have been adopted by the membership as provided by Article VII of the Articles of Incorporation and have not been previously recorded in the Public Records of Duval County, Florida. As the Association may amend the Bylaws in the future, and as Section §720.303(1), Florida Statutes, now requires that "... (a)fter October 1, 1995, the association must be incorporated and the initial governing documents must be recorded in the official records of the county in which the community is located," the Bylaws are hereby being recorded in an effort to ensure that record title notice of the existing provisions which may be amended will exist and so that the context of changes which may be implemented will be self-evident in the public records.

The Association is a not-for-profit corporation created pursuant to Chapter 617, Florida Statutes and a homeowner's association subject to Chapter 720, Florida Statutes. All terms and conditions of the Bylaws as incorporated herein shall remain in full force and effect.

*Signatures appear on the following page.*

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 10<sup>th</sup> day of February, 2025.

Signed, sealed and delivered in the presence of:

Mandarin Trails Community Association, Inc.

[Signature]  
(Sign - Witness 1)

By: [Signature]  
Jeanne MacDonald, President

CHRIS YOUNG

(Print - Witness 1)  
5800 Touchton Rd, Jacksonville, FL 32246

(Address - Witness 1)

[Signature]  
(Sign - Witness 2)

Danielle Naylor

(Print - Witness 2)  
3441 Cozney Blvd Jacksonville, FL 32277

(Address - Witness 2)

STATE OF FLORIDA  
COUNTY OF FL-DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of February, 2025, by Jeanne MacDonald as President of Mandarin Trails Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she  is personally known to me or  has produced FL drivers license as identification.



[Signature]  
Signature of Notary

(Seal)

Print

MANDARIN TRAILS COMMUNITY ASSOCIATION, INC.

BY-LAWS

Mandarin trails Community Association Inc. (MTCA) is comprised of all residents and property owners of Mandarin Trails Community (MTC).

Mandarin Trails Community consists of all 26 properties as set in the Declaration of Covenants, Conditions and Restrictions of Official Record (DCCR).

Membership in MTCA is automatic and mandatory with the purchase of property in MTC.

PURPOSE

The purpose of the MTCA is to interpret and carry out the DCCR and to serve as a public forum to discuss problems and suggestions for the community.

ASSESSMENT

All members are bound to the assessment of \$120 annually (\$10 per month) as described in 4.1 of the DCCR. All dues must be current within 6 months.

OFFICERS AND COMMITTEES

The MTCA executive committee consists of President, Secretary and Treasurer. These officers are elected by the membership at the first general meeting of each new year (usually January).

Committees are appointed as needed.

VOTE

All voting is done by the general membership at meetings. A majority vote by those members present at the meeting is considered binding.

One vote per property owner or household is permitted, despite the number of household members present.

Voting is done orally or by show of hands. Written vote may be used in cases of necessity.

Any member of MTCA may present any item for information, discussion or vote.

MEETINGS

The general membership meetings are held bi-monthly. (usually Jan, March, May, July, Sept. and Nov.)

Special meetings may be called if it becomes necessary, if all members are notified.

The meetings of MTCA are scheduled for the first Wednesday of the designated month. The time and date may be changed by the host family if necessary.

Each meeting is held at the home of a MTCA resident on an orderly, rotating basis.

The scheduled host family is responsible for sending out notification to the members as to the date, time and location before each meeting.

Minutes of each meeting are recorded by the secretary. A newsletter is printed and distributed to the members following a meeting.

\*\*\*\*\*

MTCA is bound by the official DCCR. Any amendment to the DCCR must be voted and approved by the membership.

Any point not specifically outlined in the DCCR is not binding unless amended by the members.

\*\*\*\*\*

These By-laws were voted on and adopted by the general membership at the May 4, 1983 general meeting.

**Mandarin Trails Community Association**

**Contents:**

**Mandarin Trails Community Bylaws.**

**Modifications to the Covenants and Restrictions.**

**Problem Resolution Procedure**

**Declaration of Covenants and Restrictions**

**Easement Map**

## **Mandarin Trails Community Association Bylaws**

### **Membership and Purpose**

The Association was created by the original developer of our Community. A legal binding document links all 26 properties, residents and property owners. As a result, membership in the Association is automatic. The legally binding document is called, "The Declaration of Covenants, Conditions, and Restrictions". A second document entitled, "Mandarin Trails Community Bylaws" (Bylaws) is the operating document for the Community.

The purpose of the Association is to:

- Interpret and take action in compliance with the Declaration of Covenants, Conditions, and Restrictions and Bylaws.
- Serve as an open forum to discuss issues and resolve problems.

## **Officers & Committees**

Mandarin Trails Community Association Executive Committee consists of President, Secretary and Treasurer. Officers are elected by the membership at the first general meeting of the year (usually January). Officers will serve a one year term and may be reelected .

- The President is responsible for general management and organization of the Association.
- The Secretary records the minutes and requests clarification of key issues.
- The Treasurer maintains the financial records of the Association.

Committees may be established at the discretion of the Association. However several standing committees are recommended.

### Architectural Committee

A three person committee is responsible for the review of all construction and/or alteration to homes and/or property. The committee responsibilities include reviewing construction and alteration plans, approving small projects and forwarding recommendations to the Association when necessary.

### Social and Hospitality Committee

Welcomes all new property owners on behalf of Mandarin Trails Community and plans at least one social event per year. (A one to three person committee.)

### Finance Committee

A two person team assists the Treasurer in the development of an investment plan. Once the plan is approved by the Association the team will support the Treasurer in the implementation of the plan.

### Maintenance and Drainage Committee

Organize community work days and ensures that property owners and the Association maintain common areas and easements in accordance with the Covenants and Restrictions and Bylaws. Usually the Committee will have three active members.

### Security Committee

This two person committee maintains involvement in the Neighborhood watch program and informs the community of security related concerns.

## **Meetings**

### Meeting Time and Date

Meetings will generally be scheduled bi-monthly, (generally January, March, May, July, September, and November). The day of the meeting is usually the first Wednesday in the stated months and will begin at 7:30 p.m. Note: Special meetings may be called from time to time at the discretion of the President upon ten (10) calendar days written notice.

### Location

Each meeting is held at the home of a MTCA resident on an orderly rotating basis. Host families are responsible for notifying residents of the time date and agenda not later than ten days prior to each meeting.

### Meeting Format

Meetings will follow a simple Robert's Rules of Order. Each meeting will offer minutes of the last meeting, a Treasurer's report, old business, new business, and business will be conducted with motions. The Secretary will record and have the minutes approved by the President and distribute the minutes within two weeks following the meeting.

## **Voting**

Voting by members will be consistent with Robert's Rules of Order. One vote per property owner is permitted. Votes may be by voice, by raising hands or written ballot. While members are encouraged to be present at the meeting a written vote received 24 hours before the meeting and delivered to the President will be included in the voting procedure.

A simple majority of the votes will pass a motion.

## **Assessment**

Property owner assessment may be reviewed and changed annually. Generally assessment review is conducted during the January meeting. Currently the assessment is \$120 annually (\$10.00 per month).

## Specific items to be addressed beyond the Declaration of Covenants, Conditions and Restrictions

### **Trees**

Removal of trees is permissible if the following conditions are met.

Two (2) Pine Trees greater than 4 inches in diameter may be removed within a month period.

The trees must not be on any property line or adjacent to any road or any common area.

All trees must be replaced with hardwood trees on a tree for tree basis.

Hardwood trees may be removed without prior approval if they pose a threat to structures, if diseased or damaged.

Removal of 2-6 pine trees and/or 1 or 3 healthy hardwood trees must be approved by the Architectural Review Committee.

Removal of more than 6 pine or 3 hardwood trees within a month period must be approved by the Association.

Exceptions to the policy must be approved by the Architectural Review Committee.

### **Construction, Alterations or Other Structural Changes or Alterations**

Painting, roofing or other cosmetic maintenance may be performed without approval or review.

Minor additions such as gazebos, arbors, fences, unscreened patios, play houses, animal pens must be reviewed and approved by the Architectural Review Committee.

Any alterations, new construction or structural changes which require a city building permit or contractor must be approved by the Association.

All construction must be complete in a timely manner. No project should remain in an unfinished condition for more than 60 days. Extensions may be permitted by the Architectural Committee.

## **Animals**

Domesticated animals may be kept by homeowners providing they do not cause any nuisances from noise, odor, pests, or other problems. No homeowner shall keep any animals in conjunction with a commercial enterprise. This includes breeding, boarding, sale of animal products or similar purposes.

## **Burning**

Open burning is permitted providing all local laws are followed. Any permitted burning must be attended and suitable control measures employed at all times. No burning shall be permitted overnight.

## **Maintenance**

All homeowners are responsible for maintaining any drainage which crosses their property. Assistance may be requested from the community for such maintenance. Specific problems regarding proper maintenance should be addressed to the Maintenance & Drainage Committee during normal community meetings.

## **Trash**

All homeowners are required to maintain their property to include prompt removal of waste containers, brush, trash and other non fixed items.

## **Storage of vehicles**

Vehicles, trailers, boats, and other similar items may be stored provided they are not readily visible from adjacent property or roadways.

## **Green Areas**

A "Green Area" is an area within Mandarin Trails Community, that is intended to remain in its "natural" state. An area approximately (20) twenty feet (or more) outside the "mean high water boundary" of the lake be considered a "Green Area". When a "Green Area" occurs on someone's property it should not be altered in any way, with the possible exception of minimal mowing occasionally to provide access.

### **Drainage Easement**

A “drainage easement” is a designated area set aside for the control of runoff water (e.g. rain). No obstructions are permitted within the “drainage easement”. It is the responsibility of the MTCA to set drainage criteria and to maintain the drainage within the “Drainage Easement”. The property owner will maintain the drainage to the set criteria. However, the Community will be responsive to requests for assistance.

### **The Declaration of Covenants, Conditions and Restrictions Shall Control.**

In the event of any conflict or inconsistency between these Bylaws and The Declaration of Covenants, Conditions and Restrictions, The Declaration of Covenants, Conditions and Restrictions shall control.

**Modifications to the  
Covenants and Restrictions.**

1. Throughout the Declaration of Covenants, Conditions and Restrictions the acronym CWC is used when describing the entity responsible for carrying out the duties of managing the community. CWC assigned those responsibilities to The Mandarin Trails Community Association, or MTCA. As you read the Declaration of Covenants, Conditions and Restrictions please substitute MTCA wherever CWC is used.

## **Problem Resolution Procedure**

Among the most valuable assets in a residential neighborhood is the value its residents place in their physical surroundings and the harmony and good will that characterize the relations among members of the community. This procedure is intended to preserve all of these.

The first step in the resolution of any problem or the introduction of any new idea to the community should be informal. Trusting cooperation of good neighbors and the recognition of common goals, community members should strive to exhaust all avenues of amicable resolution before formal means become necessary. When a formal process is necessary as a last resort, the community should develop its consensus in an open and fair manner with patience and tolerance for dissimilar opinions and respect for the diversity among its members. Once a formal resolution to a problem is adopted, the community is committed to action, even if expenses are incurred in the process. If the community fails to act on an approved course of action, it endangers the preservation of its most highly prized asset pleasant physical surroundings and harmonious relations among neighbors.

The sequence of steps to resolve a problem is as follows. Descriptions of the procedures for each step appear below,

- Informal Resolution
- Initiation of Formal Resolution: Consent to Hear a Proposal
- Presentation of a Proposal and Its Review by All Community Members
- Resolution: Vote on a Proposal

At each stage the Community Association must decide whether to proceed to the next step. Only in step four does the Association vote to approve or reject a problem resolution plan. As detailed below, all Community members may vote on an issue either by attending the final meeting and casting a ballot or by submitting votes before the meeting.

### **Step 1 - Informal Resolution**

In the spirit of maintaining good relations among members of the community, all problems or ideas that affect more than one household or infringe on the community's bylaws should be discussed and resolved informally between neighbors.

### **Step 2 - Initiation of Formal Resolution: Consent to Hear a Proposal**

If a problem or idea cannot be resolved or implemented informally, a community member or group may describe the situation at a meeting of the Mandarin Trails Community Association. The presenting member or group will be asked by the Association what informal means of resolution have been attempted and the Association may ask the presenter(s) to try more informal means before it proceeds further. The Association may, by majority vote of those present consent to study the problem further and hear proposals to solve a problem or implement an idea. Such hearing(s) must take place at a future meeting and sufficient notice given all residents

so that they may attend. When necessary, special meetings may be arranged to hear and act on pressing issues.

### **Step 3 - Presentation of a Proposal and Its Review by All Community Members**

A member the that wishes formal resolution to a problem or implementation of an idea by the Association presents a proposal outlining a plan of action. Where expenses may be involved, the proposal must include cost estimates. The Association may, by simple majority vote of those present, decide whether the proposal should be distributed to all community members for review. Members attending the meeting may make modifications to the original proposal and include them in the version distributed. The members may also choose to append summaries of arguments supporting and/or opposed to the proposal so that members not attending the meeting are more fully informed. Notice must be sent with the proposal of when and where the proposal will be considered for adoption. At least 10 days must elapse between distribution of the proposal to all community members for review and a meeting held for possible adoption of the proposal.

Any community member who is directly affected by the proposal may ask for a delay that they may attend a meeting. Such request must be reasonable in consideration of the problem at hand. The elected officers of the MTCA may judge the reasonableness of the request for delay and decide whether to grant the request. The officers must communicate their decision to all community members in a timely way.

Any community member may react in writing to the proposal and may submit a written and signed vote on the issue. Two copies of reactions and votes should be sent respectively to the Association President and the Secretary. The votes are to be kept confidential and pooled with ballots taken in step 4 below.

### **Step 4 - Resolution: Vote on a Proposal**

At the meeting held to vote on a proposal for the resolution of a problem, copies of all written proposals and community members reactions will be made available to each attending member. The members may choose to further modify the proposal, but if so, the newly modified proposal must be redistributed to all community members for review as described in Step 3 above. The members vote in secret ballot to adopt or reject an unmodified proposal. A simple majority vote of those present plus those submitting votes in writing is required to approve a proposal unless one or more property owners who are directly affected object. In such a case, the proposal requires 14 positive votes for approval. Once approved, the community must implement the adopted plan and may charge any expenses incurred as provided in the Mandarin Trails Community Association Bylaws and/or Mandarin trails Community Association Covenants and Restrictions.

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AMENDED AND RESTATED  
GRANT OF EASEMENTS

OFFICIAL RECORDS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CWC, INC., a Florida corporation (hereinafter referred to as CWC), has previously established certain easements on property located in Duval County, Florida by a Grant of Easements recorded in Volume 4505, Page 724 of the Official Records of Duval County, Florida, and

WHEREAS, CWC desires to modify and amend said easements as hereinafter stated for the benefit of itself, its successors and assigns, and all future owners of the property and their invitees for the purposes of ingress and egress, drainage and recreation areas, and

WHEREAS, CWC is the owner, or previously owned, the property described as follows:

All of Government Lot 11 (except that part now in the right of way of Aladdin Road) Section 17, Township 4 South, Range 27 East, Duval County, Florida;

AND

A part of Government Lot 4, Section 16, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference, commence at the Southwest corner of said Government Lot 4, also being the Southwest corner of said Section 16, from the point of reference thus described run N. 0° 17' W. along the West line of said Government Lot 4, also being the West line of said Section 16, a distance of 637.52' to the point of beginning; from the point of beginning thus described continue N. 0° 17' W. along the said West line of Government Lot 4 and the said West line of Section 16, a distance of 542.68' to the Northwest corner of said Government Lot 4 and the Northwest corner of said Section 16; thence N. 81° 06' 30" E. along the North line of said Government Lot 4 and the North line of said Section 16 a distance of 436.0'; thence S. 0° 17' E. parallel to the said West line of Government Lot 4 and the said West line of Section 16, a distance of 412.0'; thence N. 70° 08' 43" E. a distance of 30.00'; thence S. 18° 40' 26" E. a distance of 221.87'; thence N. 89° 47' 27" W. a distance of 529.37' to the point of beginning;

AND

*OK'd and return.*  
THIS INSTRUMENT WAS RECORDED BY  
KORMAN and SAFFER, ATTORNEYS AT LAW  
*ELIOT J. SAFFER*  
1140 ATLANTIC BANK BUILDING  
JACKSONVILLE, FLORIDA 32202

61

A part of Government Lot 4, Section 16, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the Southwest corner of said Government Lot 4, also being the Southwest corner of said Section 16, from the point of beginning thus described run N. 0° 17' W. along the West line of said Government Lot 4, also being the West line of said Section 16, a distance of 637.52'; thence S. 89° 47' 27" E. a distance of 31.35'; thence S. 0° 40' 19" W. a distance of 637.33' to a point in the South line of said Government Lot 4 and the South line of said Section 16; thence N. 89° 47' 27" W. along the said South line of Government Lot 4 and the said South line of Section 16, a distance of 19.72' to the point of beginning;

and

WHEREAS, all parties who have acquired any interest in the property described above have consented to, and have joined in, the execution of this document.

NOW, THEREFORE, CWC and the other parties subscribed hereto, hereby dedicate an easement in, on, over and under the property described on Exhibit "A" attached hereto and made a part hereof for the free right of ingress and egress of the owners of the property whose deed of conveyance gives them the right to use this easement by specific reference to this document, and their invitees, in common with CWC, its successors and assigns.

FURTHER, CWC and the other parties subscribed hereto, hereby dedicate an easement in, on, over and under the property described on Exhibit "B" attached hereto and made a part hereof for the purposes of the community easements as described in the Declaration of Covenants, Conditions and Restrictions of MANDARIN TRAILS COMMUNITY, as recorded in Volume 4505, Page 705 of the Official Records of Duval County, Florida, and the First Amendment to said Covenants, Conditions and Restrictions recorded in Duval County, Florida under Clerk's No. 78- \_\_\_\_\_, 1978.

FURTHER, CWC and the other parties subscribed hereto, hereby reserve an easement in, over and under the property described on Exhibit "C" attached hereto and made a part hereof for the purposes of drainage and utilities.

These easements shall run with the land and shall inure to the benefit of and shall be binding upon CWC, its successors and assigns, and each owner of a portion of the property described, the heirs and assigns of each owner and to any mortgagee who may make a loan to owner for the purpose of building a home on said property.

These easements shall be perpetual, unless terminated by the unanimous written consent of the undersigned and each of the owners, their heirs, successors and assigns, as the case may be.

IN WITNESS WHEREOF, CWC, INC. has executed this Amended and Restated Grant of Easements this 12 day of June, 1978.

Signed, Sealed and Delivered in the presence of:

CWC, INC.

[Signature]  
[Signature]

By Conrad K. [Signature]  
Its President  
Attest Charlotte Mayr  
Its Secretary

The undersigned parties join in the execution of the foregoing Amended and Restated Grant of Easements for the purposes stated therein.

Witnesses:

Jon W. Robbins  
Richard H. [Signature]  
As to James Allan and Shirley Johns Hayslip

James Allan Hayslip (SE)  
Shirley Johns Hayslip (SE)

Charles H. [Signature]  
Jon W. Robbins  
As to Richard and Louise Axelberg

Richard Axelberg (SE)  
Louise Axelberg (SE)

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OFFICIAL RECORDS

James W. Fisher  
Charlotte Mayo  
As to North Florida Builders,  
Inc.

NORTH FLORIDA BUILDERS, INC.

By W. Howard White

Eliot G. Sifer  
J. L. Ellis  
As to John Fox Builders, Inc.

JOHN FOX BUILDERS, INC.

By [Signature] President

Jamie L. White  
Bill White  
As to Steven A. and Kay T.  
Shields

[Signature] (SEAL)  
Steven A. Shields

[Signature] (SEAL)  
Kay T. Shields

Paul O. [Signature]  
Ernest Weid  
As to David B. and Mary Lou  
Boyer

[Signature] (SEAL)  
David B. Boyer

[Signature] (SEAL)  
Mary Lou Boyer

Ann M. White  
E. Virginia White  
As to First Federal Savings  
and Loan Association

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF JACKSONVILLE

By [Signature] Asst. VP

Miss M. [Signature]  
Mary Lou Ellis  
As to Barnett Bank of San Jose

BARNETT BANK OF SAN JOSE

By [Signature]

Enchyn C. [Signature]  
Walter D. Rogers Jr.  
As to Independent Life and  
Accident Insurance Company

INDEPENDENT LIFE AND ACCIDENT  
INSURANCE COMPANY

By [Signature]

Patricia C. Allen  
[Signature]  
As to Jacksonville National  
Bank

JACKSONVILLE NATIONAL BANK

By [Signature]

[Signature]  
[Signature]  
As to Fidelity Federal Savings  
and Loan Association of  
Jacksonville

FIDELITY FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF JACKSONVILLE

By [Signature]  
Senior Vice President

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OFFICIAL RECORDS

Elbert J. Dyer  
James J. Rush  
As to Richard J. and Emilia R.  
Beyer

Richard J. Beyer (S)  
Emilia R. Beyer (S)  
Emilia R. Beyer

Elbert J. Dyer  
James J. Rush  
As to Maria Petrone

Maria Petrone (S)  
Maria Petrone

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF MIAMI

Lois V. Jones  
Brenda C. Lewis  
As to First Federal Savings and  
Loan Association of Miami

By Jayllaban - Via Pen

AccessEXHIBIT A

Attached to and made a part of GRANT OF EASEMENTS executed by GWC, INC., a Florida corporation, dated the \_\_\_\_\_ day of November, 1977.

Easement #1 - Old field Inail East of Aladdin (#7 on map

A portion of Sections 16 and 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference commence at the intersection of the South line of said Section 17 and the East right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of reference thus described run N. 0° 21' W. along the said East right-of-line of Aladdin Road, a distance of 340.0' to the point of beginning, from the point of beginning thus described continue N. 0° 21' W. along the said East right-of-way line of Aladdin Road a distance of 110.0' to a point of a curve, said curve being concave to the Northeast and having a radius of 25.0'; thence Southeasterly along and around said curve an arc distance of 39.27' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of S. 45° 21' E. 35.36'; thence N. 89° 39' E. a distance of 141.0' to the point of a curve to the left, said curve being concave to the Northwest and having a radius of 1000.0'; thence Northeasterly along and around said curve an arc distance of 199.25' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of N. 83° 56' 31" E. 198.92'; thence N. 78° 14' 00" E. a distance of 143.19' to the point of a curve to the left, said curve being concave to the Northwest and having a radius of 170.0'; thence Northeasterly along and around said curve an arc distance of 89.01' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of N. 63° 14' 02" E. 88.0'; thence N. 48° 14' 00" E. a distance of 252.19' to the point of a curve to the left, said curve being concave to the Northwest and having a radius of 25.0'; thence Northeasterly along and around said curve an arc distance of 21.17' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of N. 23° 56' 30" E. 20.54'; thence N. 0° 17' 00" W. a distance of 22.90'; thence N. 89° 43' 00" E. a distance of 44.83'; thence N. 70° 08' 43" E. a distance of 463.01'; thence S. 0° 17' 00" E. a distance of 31.84'; thence N. 70° 08' 43" E. a distance of 30.0'; thence S. 18° 40' 26" E. a distance of 30.01'; thence S. 70° 08' 43" W. a distance of 441.51' to the point of a curve to the left, said curve being concave to the Southeast and having a radius of 32.29'; thence Southwesterly along and around said curve an arc distance of 39.16' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of S. 35° 24' 31" W. 36.8'; thence S. 0° 40' 19" W. a distance of 50.0'; thence S. 89° 43' 00" W. a distance of 90.34'; thence S. 48° 14' 00" W. a distance of 197.29' to the point of a curve to the right, said curve being concave to the Northwest and having a radius of 230.0'; thence Southwesterly along and around said curve an arc distance of 120.43' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of S. 63° 14' 02" W. 119.06'; thence S. 78° 14' 00" W. a distance of 143.19' to the point of a curve to the right, said curve being concave to the Northwest and having a radius of 1060.00'; thence Southwesterly along and around said curve an arc distance of 211.21' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of S. 83° 56' 31" W. 210.86'; thence S. 89° 39' 00" W. a distance of 141.0' to the point of a curve to the left, said curve being concave to the Southeast and having a radius of 25.0'; thence Southwesterly along and around said curve an arc distance of 39.26' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of S. 44° 39' 36" W. 35.35', said point of tangency being the point of beginning.

Lands thus described contain 2.03 acres, more or less.

EXHIBIT A CONTINUEDEasement #2 *Oldfield Trail - West of Aladdin (Easement #6 on Map)*

A portion of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference commence at the intersection of the South line of said Section 17 and the West right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of reference thus described run N. 0° 21' W. along the said West right-of-way line of Aladdin Road, a distance of 340.76' to the point of beginning, said point of beginning being the point of a curve to the left, said curve being concave to the Southwest and having a radius of 25.0'; thence Northwesterly along and around said curve an arc distance of 39.27' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of N. 45° 20' 59" W. 35.36'; thence S. 89° 39' W. a distance of 303.47'; thence N. 0° 21' W. a distance of 30.0'; thence S. 89° 39' W. a distance of 6.32'; thence N. 0° 21' W. a distance of 30.0'; thence N. 89° 39' E. a distance of 309.79' to the point of a curve to the left, said curve being concave to the Northwest and having a radius of 25.0'; thence Northeasterly along and around said curve an arc distance of 39.27' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of N. 44° 39' 01" E. 35.36'; said point of tangency being in the said West right-of-way line of Aladdin Road; thence S. 0° 21' E. along the said West right-of-way line of Aladdin Road, a distance of 110.0' to the point of beginning.

Lands thus described contain 0.463 acres, more or less.

Easement #3 *(Easement #1 on Survey)*

Part of Section 16, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference commence at the Northwest corner of said Section 16, from the point of reference thus described run N. 81° 06' 30" E. along the North line of said Section 16, also being the South line of the George Hartley Grant, Section 41, Township 4 South, Range 27 East, a distance of 405.66' to the point of beginning; from the point of beginning thus described continue N. 81° 06' 30" E. along the North line of Section 16, a distance of 30.34'; thence S. 0° 17' E. a distance of 380.17'; thence S. 70° 08' 43" W. a distance of 49.48' to the point of a curve, said curve being concave to the Northwest and having a radius of 25.0'; thence Northeasterly along and around said curve an arc distance of 30.73' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of N. 34° 55' 52" E., 28.83'; thence N. 0° 17' W. a distance of 368.64' to the point of beginning.

Lands thus described contain 0.265 acres, more or less.

*Community Easements*  
*Same as on Contracts*  
EXHIBIT B

Attached to and made a part of GRANT OF EASEMENTS executed by CWC, INC., a Florida corporation, dated the \_\_\_\_ day of November, 1977.

Community Easement #1

(#3 on survey)

A part of Section 16 and 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the intersection of the South line of said Section 17 and the East right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of beginning thus described, run N. 0° 21' W. along the East right-of-way line of Aladdin Road, a distance of 15.0'; thence N. 88° 55' 30" E. parallel to the said South line of Section 17 a distance of 829.81' to a point in the dividing line between said Sections 16 and 17; thence S. 89° 47' 27" E. parallel to the South line of said Section 16 a distance of 5.18'; thence N. 0° 40' 19" E. a distance of 622.33'; thence S. 89° 47' 27" E. a distance of 15.0'; thence S. 0° 40' 19" W. a distance of 637.33' to a point in the said South line of Section 16; thence N. 89° 47' 27" W. along the said South line of Section 16 a distance of 19.72' to the section corner common to said Sections 16 and 17; thence S. 88° 55' 30" W. along the said South line of Section 17 a distance of 830.0' to the point of beginning.

Lands thus described contain 0.507 acres, more or less.

Community Easement #2

(#4 on survey)

A portion of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the intersection of the South line of said Section 17 and the West right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of beginning thus described, run N. 0° 21' W. along the West right-of-way line of Aladdin Road, a distance of 15.0'; thence S. 88° 55' 30" W. parallel to the said South line of Section 17 a distance of 328.50'; thence S. 0° 21' E. parallel to the said West right-of-way line of Aladdin Road, a distance of 15.0' to a point in the said South line of Section 17; thence N. 88° 55' 30" E. along the said South line of Section 17 a distance of 328.50' to the point of beginning.

Lands thus described contain 0.113 acres, more or less.

Community Easement #3

(#5 on survey)

A portion of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the Northwest Corner of Government Lot 11 of said Section 17, Township 4 South, Range 27 East; from the point of beginning thus described, run N. 89° 13' 20" E. along the North line of said Government Lot 11 a distance of 439.20' to a point in the West right-of-way line of Aladdin Road, a 60' right-of-way as now established said right of way line being in a curve, said curve being concave to the Southwest and having a radius of 686.78'; thence Southeasterly along and around said curve an arc distance of 15.65'; said curve being subtended by a chord bearing and distance of S. 17° 18' 11" E. 15.64'; thence S.

EXHIBIT B CONTINUED

89° 13' 20" W. parallel to the said North line of Government Lot 11 a distance of 443.44' to a point in the West line of said Government Lot 11; thence N. 1° 35' 45" W. along the said West line of Government Lot 11 a distance of 15.0' to the point of beginning.

Lands thus described contain 0.152 acres, more or less.

Community Easement #4 (*Recreation Area*)

A part of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference commence at the intersection of the South line of said Section 17 and the East right-of-way line of Aladdin Road, a 60' right-of-way as now established; from the point of reference thus described run N. 0° 21' W. along the said East right-of-way line of Aladdin Road a distance of 1053.71' to the point of beginning, from the point of beginning thus described continue N. 0° 21' W. along the said East right-of-way line of Aladdin Road a distance of 79.43' to a point of a curve to the left, said curve being concave to the Southwest and having a radius of 746.78'; thence Northwesterly along and around said curve an arc distance of 144.91' to its intersection with the Westerly line of the George Hartley Grant Section 41, Township 4 South, Range 27 East, said curve being subtended by a chord bearing and distance of N. 5° 54' 32" W. 144.68'; thence S. 27° 45' 50" E. along the said West line of the George Hartley Grant a distance of 235.70'; thence N. 81° 06' 30" E. along the South line of the said George Hartley Grant and the North line of the aforementioned Section 17 a distance of 480.06'; thence S. 0° 21' E. a distance of 200.64'; thence S. 89° 39' W. a distance of 246.08'; thence N. 0° 21' W. a distance of 151.54'; thence S. 81° 06' 30" W. parallel to the aforementioned South line of the George Hartley Grant a distance of 326.78' to the point of beginning.

EXHIBIT C

Attached to and made a part of GRANT OF EASEMENTS executed by CWC, INC., a Florida corporation, dated the \_\_\_\_\_ day of November, 1977.

Drainage Easement #1 (2 on survey)

A portion of Sections 16 and 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference commence at the intersection of the South line of said Section 17 and the East right-of-way line of Aladdin Road, a 60' right-of-way as now established, from the point of reference thus described run N. 0° 21' W. along the said East right-of-way line of Aladdin Road, a distance of 870.0'; thence N. 89° 39' E. a distance of 285.0'; thence N. 0° 21' W. parallel to the East right-of-way line of Aladdin Road, a distance of 80.70' to the point of beginning; from the point of beginning thus described run N. 89° 39' E. a distance of 746.0'; thence N. 59° 42' 56" E. a distance of 265.70'; thence S. 0° 17' E. a distance of 69.28'; thence S. 59° 42' 56" W. a distance of 247.10'; thence S. 89° 39' W. a distance of 737.04'; thence S. 0° 21' E. parallel to the said East right-of-way line of Aladdin Road a distance of 455.28' to a point in the North line of a 60' access easement, said North line being a curve, said curve being concave to the Northwest and having a radius of 1000.0'; thence Southwesterly along and around said curve an arc distance of 25.22', said curve being subtended by a chord bearing and distance of S. 82° 05' 34" W. 25.22'; thence N. 0° 21' W. parallel to the said East right-of-way line of Aladdin Road, a distance of 518.60' to the point of beginning.

Lands thus described contain 1.654 acres, more or less.

Drainage Easement #2 (#1 on survey)

Part of Section 16, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

same as #3 in Exhibit A

For a point of reference commence at the Northwest corner of said Section 16, from the point of reference thus described run N. 81° 06' 30" E. along the North line of said Section 16, also being the South line of the George Hartley Grant, Section 41, Township 4 South, Range 27 East, a distance of 405.66' to the point of beginning; from the point of beginning thus described continue N. 81° 06' 30" E. along the North line of Section 16, a distance of 30.34'; thence S. 0° 17' E. a distance of 380.17'; thence S. 70° 08' 43" W. a distance of 49.48' to the point of a curve, said curve being concave to the Northwest and having a radius of 25.0'; thence Northeasterly along and around said curve an arc distance of 30.73' to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of N. 34° 55' 52" E., 28.83'; thence N. 0° 17' W. a distance of 368.64' to the point of beginning.

Lands thus described contain 0.265 acres, more or less.

Drainage Easement #3 (#5 on survey)

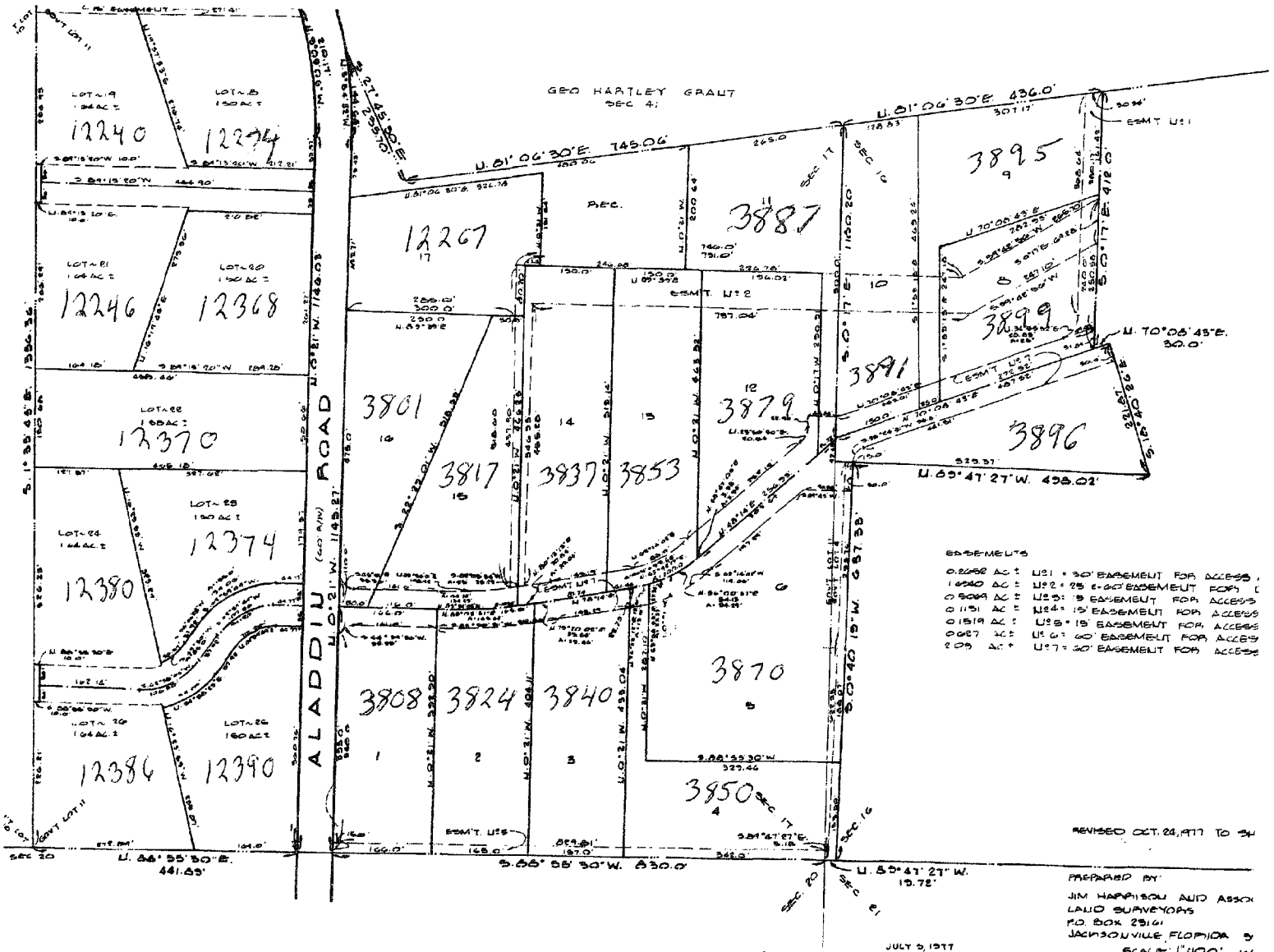
A portion of Section 17, Township 4 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

For a point of beginning, commence at the Northwest Corner of Government Lot 11 of said Section 17, Township 4 South, Range 27 East; from the point of beginning thus described, run N. 89° 13' 20" E. along the line of said Government Lot 11 a distance of 439.20' to a point in West right-of-way line of Aladdin Road, a 60' right-of-way as now

EXHIBIT C CONTINUED

said right of way line being in a curve, said curve being concave to the Southwest and having a radius of 686.78'; thence Southeasterly along and around said curve an arc distance of 15.65'; said curve being subtended by a chord bearing and distance of S. 17° 18' 11" E. 15.64'; thence S. 89° 13' 20" W. parallel to the said North line of Government Lot 11 a distance of 443.44' to a point in the West line of said Government Lot 11; thence N. 1° 35' 45" W. along the said West line of Government Lot 11 a distance of 15.0' to the point of beginning.

Lands thus described contain 0.152 acres, more or less.



MANDARIN TRAILS COMMUNITY ASSOCIATION, INC  
PROPERTY OWNERS

3801 Oldfield Trail  
Donald L & Dale Whaley

3817 Oldfield Trail  
Richard Crook

3837 Oldfield Trail  
Renee I Weinstein

3850 Oldfield Trail  
Darrell Roland Heintze &  
Elaine Gayle Nowakowski

3870 Oldfield Trail  
Jeanne M MacDonald

3887 Oldfield Trail  
James A & Pamela J Hayslip

3895 Oldfield Trail  
Gregory A & Koren S Rhoads

3899 Oldfield Trail  
John & Ann Fischer

12267 Aladdin Road  
Kathy S Wallace Estate

12240 Aladdin Road  
Alexandra L Wrigley

12368 Aladdin Road  
Glenda S Hunter

12374 Aladdin Road  
Robert Blaylock, Jr. ET AL

12386 Aladdin Road  
Cody & Kelsey Ann Linder Petsch

3808 Oldfield Trail  
George F & Patricia Lynn McKenzie

3824 Oldfield Trail  
Stanley Family Living Trust, &  
Judith B Stanley

3840 Oldfield Trail  
George C Heyward II

3853 Oldfield Trail  
Richard Axelberg Life Estate  
Louise H Axelberg Life Estate

3879 Oldfield Trail  
Edgardo S & Victoria Alberto

3891 Oldfield Trail  
Amy L Maynor Life Estate

3896 Oldfield Trail  
Virginia Jones

12234 Aladdin Road  
David A & Noella Beeman

12246 Aladdin Road  
Cheryl K Crow Trust

12370 Aladdin Road  
Susan Johnston Life Estate

12380 Aladdin Road  
John D & Elizabeth H Webb

12390 Aladdin Road  
Robert F & Marsha M Flaige

**Legal Descriptions of Affected Parcels**

Real Estate Number	Owner	Street Number	Street	Street Type	Legal Description	City	Zip Code	Subdivision
158075-1020	FISCHER JOHN	3899	OLDFIELD	TRL	16-4S-27E 2.05, PT GOVT LOT 4, RECD O/R 17669-2050	Jacksonville	32223	MANDARIN TRAILS
158075-1050	RHOADS GREGORY A	3895	OLDFIELD	TRL	16-4S-27E, PT LOT 4 RECD O/R BK 7236-1788	Jacksonville	32223	MANDARIN TRAILS
158075-1100	MAYNOR AMY L LIFE ESTATE	3891	OLDFIELD	TRL	16-4S-27E 1.5, PT GOVT LOT 4 RECD O/R 20774-1684	Jacksonville	32223	MANDARIN TRAILS
158075-1150	JONES VIRGINIA	3896	OLDFIELD	TRL	16-4S-27E 1.50, PT LOT 4 RECD O/R 13083-762	Jacksonville	32223	MANDARIN TRAILS
158136-0025	WEINSTEIN RENEE I LIFE ESTATE	3837	OLDFIELD	TRL	17-4S-27E 1.82, PT LOT 11 RECD O/R 15714-1764	Jacksonville	32223	MANDARIN TRAILS
158136-0030	HEINTZE DARRELL ROLAND	3850	OLDFIELD	TRL	16-4S-27E 1.7, PT LOT 11 SEC 17, PT LOT 4 SEC 16, RECD O/R 19013-1942	Jacksonville	32223	MANDARIN TRAILS
158136-0040	WALLACE KATHY S ESTATE	12267	ALADDIN	RD	17-4S-27E, PT LOT 11 RECD O/R BK 6692-1646	Jacksonville	32223	MANDARIN TRAILS
158136-0050	BEMAN DAVID A	12234	ALADDIN	RD	17-4S-27E 1.54, PT LOT 11 RECD O/R 18405-848	Jacksonville	32223	MANDARIN TRAILS
158136-0060	WRIGLEY ALEXANDRA L	12240	ALADDIN	RD	17-4S-27E, PT LOT 11 RECD O/R 20609-418, BEING LOT 19	Jacksonville	32223	MANDARIN TRAILS
158136-0070	CROW CHERYL K TRUST	12246	ALADDIN	RD	17-4S-27E, PT LOT 11 RECD O/R 9886-1914	Jacksonville	32223	MANDARIN TRAILS
158136-0080	HUNTER GLENDA S	12368	ALADDIN	RD	17-4S-27E, PT LOT 11 RECD O/R BK 6497-747	Jacksonville	32223	MANDARIN TRAILS
158136-0085	JOHNSTON SUSAN LIFE ESTATE	12370	ALADDIN	RD	17-4S-27E 1.45, PT LOT 11 RECD O/R 20428-1292	Jacksonville	32223	MANDARIN TRAILS
158136-0090	BLALOCK ROBERT JR ET AL	12374	ALADDIN	RD	17-4S-27E 1.51, PT LOT 11 RECD O/R 10799-942	Jacksonville	32223	MANDARIN TRAILS
158136-0100	HAYS LIP JAMES A	3887	OLDFIELD	TRL	17-4S-27E, PT LOT 11 RECD O/R BK 4509-185, O/R BKS 4960-931, 5797-434	Jacksonville	32223	MANDARIN TRAILS
158136-0110	PETSCH CODY	12386	ALADDIN	RD	17-4S-27E 1.57, PT LOT 11 RECD O/R 19137-2407	Jacksonville	32223	MANDARIN TRAILS
158136-0120	FLAIGE ROBERT F	12390	ALADDIN	RD	17-4S-27E, PT LOT 11 RECD O/R BK 5534-429	Jacksonville	32223	MANDARIN TRAILS
158136-0130	WEBB JOHN D	12380	ALADDIN	RD	17-4S-27E 1.70, PT GOVT LOT 11, RECD O/R 10972-2080	Jacksonville	32223	MANDARIN TRAILS
158136-0200	MCKENZIE GEROG E F	3808	OLDFIELD	TRL	17-4S-27E 1.49, PT GOVT LOT 11 RECD, O/R 18525-297	Jacksonville	32223	MANDARIN TRAILS
158136-0250	ALBERTO EDGARDO S	3879	OLDFIELD	TRL	17-4S-27E 1.49, PT GOVT LOT 11 RECD O/R 11109-1435	Jacksonville	32223	MANDARIN TRAILS
158136-0300	AXELBERG RICHARD LIFE ESATE ET AL	3853	OLDFIELD	TRL	17-4S-27E, PT LOT 11 RECD O/R 20209-2007	Jacksonville	32223	MANDARIN TRAILS
158136-0350	HEYWARD GEORGE C II	3840	OLDFIELD	TRL	17-4S-27E 1.482, PT LOT 11 RECD O/R 14536-1960	Jacksonville	32223	MANDARIN TRAILS
158136-0400	STANLEY FAMILY LIVING TRUST	3824	OLDFIELD	TRL	17-4S-27E 1.5, PT LOT 11 RECD O/R 21088-2076	Jacksonville	32223	MANDARIN TRAILS
158136-0450	WHALEY DONALD L	3801	OLDFIELD	TRL	17-4S-27E 1.65, PT GOVT LOT 11 RECD, O/R 12625-1164	Jacksonville	32223	MANDARIN TRAILS
158136-0500	MACDONALD JEANNE M	3870	OLDFIELD	TRL	17-4S-27E 3.089, PT LOT 11, PT LOT 4 SEC 16-4S-27E, RECD O/RS 4759-822, 5392-426	Jacksonville	32223	MANDARIN TRAILS
158136-0550	CROOK RICHARD	3817	OLDFIELD	TRL	17-4S-27E, PT GOVT LOT 11 RECD O/R BKS 5216-91, 5391-168	Jacksonville	32223	MANDARIN TRAILS



Ron DeSantis  
J. Alex Kelly

May 9, 2025

Jeanne MacDonald, President  
Mandarin Trails Community Association, Inc.  
3870 Oldfield Trail  
Jacksonville, Florida 32223

Re: Mandarin Trails Community Association, Inc., Approval  
Determination Number: 25071

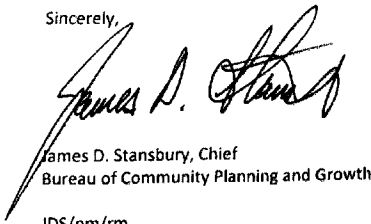
Dear Ms. MacDonald,

The Florida Department of Commerce (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Mandarin Trails Community Association, Inc (Association) and other governing documents for the Vanderbilt Community Services Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/pm/rm

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399  
850.245.7105 | www.FloridaJobs.org | Twitter: @FLACommerce

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