

Prepared by:
Charles W. Brown Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Blvd.
Building A, Suite 200
Jacksonville, FL 32217

REVIVED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MALLARD COVE UNIT THREE

THIS REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MALLARD COVE UNIT THREE is made effective by the Mandarin Mallard Cove Association, Inc. (the "Association"), a Florida not for profit corporation, this 12 day of August, 2022.

RECITALS

A. The Association's Developer recorded that certain Declaration of Covenants, Conditions and Restrictions for Mandarin Mallard Cove Unit Three which is recorded at Official Records Book 6776, Page 1120, et seq., together with its amendments, of the Public Records of Duval County, Florida (together referred to as the "Previous Declaration");

B. All of the land encumbered by the Previous Declaration is depicted on the plat for Mallard Cove, Unit Three, recorded at Plat Book 45, pages 54, 54A and 54B of the public records of Duval County, Florida;

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

D. The Organizing Committee for the Revitalization of the community's governing documents consists of:

Roger Shreve 10424 Spotted Fawn Ln. Jacksonville, FL 32257 904-262-1770	Mike Relick 10400 Spotted Fawn Ln. Jacksonville, FL 32257 904-918-2505	Janice Clark 10384 Spotted Fawn Ln. Jacksonville, FL 32257 904-626-4127
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E. The organizing committee for the Association does hereby submit the following Revived Declaration of Covenants, Conditions and Restrictions for Mallard Cove pursuant to 720.403, Florida Statutes, as the "Revived Declaration";

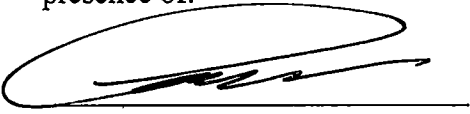
F. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto; and,

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 as follows:

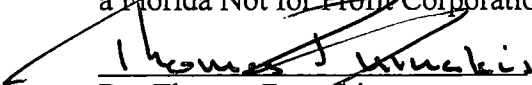
IN WITNESS WHEREOF, the Mandarin Mallard Cove Association, Inc. has executed this Revived Declaration the date stated above.

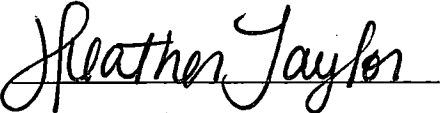
Signed, sealed and delivered in the presence of:



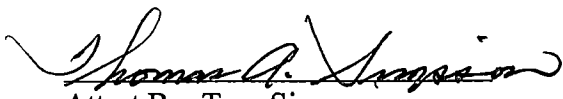
Charles W. Brown Jr
Print Name

Mandarin Mallard Cove Association, Inc.,
a Florida Not for Profit Corporation


By: Thomas Burnakis
Its: President



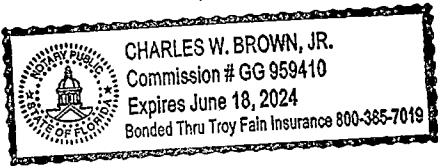
Heather Taylor
Print Name



Attest By: Tom Simpson
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization this 12th day of Aug, 2022, by Thomas Burnakis, as President for Mandarin Mallard Cove Association, Inc, a Florida not for profit corporation, on behalf of the corporation, who is personally known to me and who did take an oath.




(Print Name _____)
NOTARY PUBLIC, State of Florida At Large.
Commission No. _____
My Commission Expires: _____

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MALLARD COVE, UNIT THREEPrepared By
CLIFFORD B. NEWTON
Newton, Sheffield & Hurst
10192 San Jose Blvd.
Jacksonville, Florida 32257

THIS DECLARATION is made on the date hereinafter set forth by
LAND PLANNERS DEVELOPMENT, INC., a Florida corporation, hereinafter
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain prop-
erties in Duval County, Florida, being more particularly described

Mallard Cove, Unit Three, according to the plat thereof
recorded in Plat Book 45, pages 54, 54A and 54B, of the
current public records of Duval County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold, and conveyed
subject to the following easements, restrictions, covenants,
agreements and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title or
interest in the described properties or any part thereof, their
heirs, successors, and assigns, and shall inure to the benefit of
each owner thereof. Any person accepting a deed to any portion of
the property shall be deemed to have agreed to all of the ease-
ments, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Mandarin Mallard
Cove Association, Inc., a Florida corporation not for profit, its
successors and assigns.

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

3. "Properties" shall mean and refer to that certain real
property hereinabove described and such additions thereto as may

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hereafter be brought within the jurisdiction of the Association.

4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

5. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

6. "Declarant" shall mean and refer to Land Planners Development, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

7. "Lakes" shall mean all areas established for storage or treatment of storm water or surface water even though title to any such area shall be held by an individual lot owner.

8. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner, and shall include but not be limited to Tompkins Investment Group Incorporated, a Delaware corporation, its subsidiaries, successors and assigns.

ARTICLE II - PROPERTY RIGHTS

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

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

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60

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days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast by both member classes of the Association.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

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

2. Membership. The Association shall have two classes of voting membership: CLASS A - Class A members shall be all owners, with the exception of the Declarant and Builders as defined in Article I, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B - Class B members shall be the Declarant and any Builder as defined in Article I of this declaration. Class B members shall be entitled to twelve (12) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

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b) on December 31, 1994, or

c) when Declarant requests that Class B membership be converted to Class A membership and such conversion is approved by a majority vote of the Class B members.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common areas, islands in roadways, and the storm and/or surface water management system. Said maintenance, in addition to the foregoing, shall include the continual maintenance and cleaning of the storm and/or surface water management system required by the St. Johns River Water Management District pursuant to permit number 40-031-0263M and other applicable rules and regulations. The continual maintenance and cleaning provided for in this paragraph shall be solely the responsibility of the Association.

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3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$48.00 per year per lot.

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

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 5% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

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

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent

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meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declarant shall be subject to any assessment until a residence has been constructed thereon and occupied. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien

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of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

2. Declarant's Right to Resubdivide, Replat or Assign. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.

3. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 40-031-0263H authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes,

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swales and pipes, will be allowed without the written consent of Declarant. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear lot water treatment are required to install rear lot water treatment at the time of house construction in accordance with the terms and conditions of the said permit.

4. Conservation Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as conservation easements.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

A. The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):

- a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.
- b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or

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PERMITTED ACTIVITIES

unsightly or offensive materials.

c) Removal or destruction of trees, shrubs or other vegetation, except trimming or pruning as permitted by the Declarant.

d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

e) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.

f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

3. The following activities shall constitute permitted activities (the "Permitted Activities"):

a) Trails and picnic and observation areas.

b) Any activities for passive recreational purposes, such as those listed in a) above, which do not require the removal or destruction of vegetation or the dumping or placing of landfill.

c) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 40-031-0253K.

5. St. Johns River Water Management District Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, nonexclusive easement (the "S.J.R.W.M.D. Easement") over and across all areas noted on the Plat as S.J.R.W.M.D. easement. The purpose of this S.J.R.W.M.D. easement is to provide an undisturbed area for the creation, propagation and maintenance of a wetland habitat. The Declarant and the St. Johns River Water Management District hereby reserve unto themselves, their successors and assigns, a perpetual alienable right to enter the said S.J.R.W.M.D. easement for the purpose of planting, monitoring or maintaining the wetland habitat.

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No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The following activities shall constitute prohibited activities on the S.J.R.W.M.D. Easement area (the "Prohibited Activities"):

- a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.
- b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.
- c) Removal or destruction of trees, shrubs or other vegetation, except trimming or pruning as permitted by the Declarant.
- d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.
- e) Any surface use which does not permit the S.J.R.W.M.D. Easement area to remain predominantly in its natural condition.
- f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

6. Sidewalks. When a dwelling is constructed on any lot, or within twenty-four months from the initial purchase of any lot, the

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No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The following activities shall constitute prohibited activities on the S.J.R.W.M.D. Easement area (the "Prohibited Activities"):

- a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.
- b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.
- c) Removal or destruction of trees, shrubs or other vegetation, except trimming or pruning as permitted by the Declarant.
- d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.
- e) Any surface use which does not permit the S.J.R.W.M.D. Easement area to remain predominantly in its natural condition.
- f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

6. Sidewalks. When a dwelling is constructed on any lot, or within twenty-four months from the initial purchase of any lot, the

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lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the City approved engineering plan for the subdivision. All sidewalks must conform to City standards.

7. Garage. Each home shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted.

8. Outbuildings. No outbuilding shall be erected, placed or altered on any lot without the prior approval of the Architectural Control Committee.

9. Approval of Structure. No residence, structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 26 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on waterfront lots. Docks shall not be permitted.

10. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1300 square feet for a one-story dwelling and at least 800 square feet for the ground floor of a dwelling of more

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than one story, with at least 1300 square feet for both stories combined.

11. Building Location. No building shall be located on any lot nearer than 25 feet to the front line or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line, or nearer to the rear lot line than the rear building restriction line. No dwelling shall be located closer than 15 feet from any existing dwelling. The Architectural Control Committee shall be empowered to issue a variance in regard to the above measurements as it may deem prudent.

12. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 6,800 square feet.

13. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless approved by the Architectural Control Committee. Said approval shall be in writing and shall specify the location, size and placement of such motorized home or travel trailer. The decision to grant such exception is discretionary.

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with the Architectural Control Committee and shall be capable of being withdrawn should the lot owner to whom such exception is granted fail or refuse to comply with the terms and conditions set forth by the Architectural Control Committee. The decision to grant such exception is discretionary with the Architectural Control Committee and the decision to not grant such an exception shall not be subject to judicial review.

15. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

16. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

17. Mailboxes. Declarant shall provide locations and construct cluster mailbox receptacles, as approved by the United States Postal Service. No individual lot owner shall cause to be constructed any mailbox facility other than those provided by the Declarant.

18. Fences. All fences shall be constructed of natural wood. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Picket fences will not be permitted.

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Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

19. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the lot, one sign of not more than two (2) square feet advertising the property for rent, or signs used by a builder to advertise the property during the construction and sales period. The entrance-way identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

20. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

21. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

22. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial use.

23. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible

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from the street except on scheduled garbage pick up days.

24. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.

25. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. houses, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to maintain the area between the front property line of his lot and the street, as well as the side property line and the street in the case of corner lots. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

26. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as

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OFFICIAL RECORDS

Declarant owns any lots in the subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the then record owners of a majority of the lots shall have the power and right through a duly recorded written instrument to elect the members of the committee, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Such rights may be assigned to the Mandarin Mallard Cove Association, Inc.

b). Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

27. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed on any lot.

28. Air Conditioning Units. No air conditioning units may be installed in any window if such unit shall be visible from any public street.

29. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.

30. Utility Provisions. The City of Jacksonville or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein.

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OFFICIAL RECORDS

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

31. Drainage and Utility Easements. The Declarant hereby reserves unto itself a perpetual alienable and releasable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and side of each lot. The said Declarant shall have the unrestricted right and power to release said easement.

32. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, those covenants that pertain to requirements of the aforementioned permit, either to restrain any existing or

PLAT 131137

OFFICIAL RECORDS

threatened violation or to recover damages.

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

34. Indemnification. The owner or owners of all lots abutting the lakes within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the plat of Mallard Cove, Unit Three as follows:

Mallard Cove, Unit Three, according to the plat thereof recorded in Plat Book 45, pages 54, 54A and 54B, of the current public records of Duval County, Florida.

hereinafter referred to as the "Plat", and have agreed to indemnify, defend and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

35. Reservation for Subdivision Improvements. Land Planners Development, Inc. reserves the right to enter any lot for the purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

36. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least ten (10) lots within Mallard Cove; and b) to amend these covenants and restrictions if, in the discretion of

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AMENDMENT

the Developer, such amendment is necessary to comply with the aforementioned S.J.R.W.M.D. permit; and c) to release any building plat from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deems such violations necessary for construction and/or sales. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, EXCEPT that the covenants herein contained pertaining to the required maintaining of an owners association and the required maintenance of the items required to be maintained by the St. Johns River Water Management District may not be amended.

17. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or

20399-1105

OFFICIAL RECORD

enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 5 day of September, 1989.

Signed, sealed and delivered in the presence of:

Henry W. Cook
Notary Public

LAND PLANNERS DEVELOPMENT, INC.

Donald P. Hinson
Donald P. Hinson, its President

State of Florida
County of Palm

The foregoing instrument was acknowledged before me this 5 day of September, 1989, by Donald P. Hinson, an President of Land Planners Development, Inc., on behalf of the corporation.

Henry W. Cook
Notary Public, State of Florida

MY COMMISSION EXPIRES 11-22-92

89-101239

89 OCT 6 12:07

RECORDED IN PUBLIC RECORDS OF PALM BEACH COUNTY, FLA.

HENRY W. COOK
NOTARY OF GREENE COUNTY

ARTICLES OF INCORPORATION
OF
MANDARIN MALLARD COVE ASSOCIATION, INC.

FILED
JUN 10 1968
CLERK OF CIRCUIT COURT
JACKSONVILLE, FLA.

We, the undersigned natural persons of the age of twenty-one years or more, all of whom are citizens of the State of Florida, acting as incorporators under the laws of the State of Florida, Chapter 617, Florida Statutes, applicable to corporations not for profit, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation shall be MANDARIN MALLARD COVE ASSOCIATION, INC.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

This Association is formed to be the corporate entity which is to be responsible for the common areas, storm and/or surface water management systems, and for the performance of certain duties and the enforcement of certain rights as provided in the Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in Duval County, Florida, for all phases of the subdivision to be known as Mallard Cove.

ARTICLE FIVE

The members of the corporation shall be all fee simple lot owners in all phases of the subdivision to be known as Mallard Cove in Duval County, Florida. Upon the purchase of a lot, the lot owners shall automatically become Class A members as defined in the covenants and restrictions of Mallard Cove to be recorded.

ARTICLE SIX

The street address of the initial principal office of the corporation is 10192 San Jose Boulevard, Jacksonville, Florida 32257. The name of the initial Registered Agent is: DONALD P. HINSON.

ARTICLES OF INCORPORATION
OF
MANDARIN MALLARD COVE ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one years or more, all of whom are citizens of the State of Florida, acting as incorporators under the laws of the State of Florida, Chapter 617, Florida Statutes, applicable to corporations not for profit, do hereby adopt the following Articles of Incorporation for such corporation:

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ARTICLE FIVE

The members of the corporation shall be all fee simple lot owners in all phases of the subdivision to be known as Mallard Cove in Duval County, Florida. Upon the purchase of a lot, the lot owners shall automatically become Class A members as defined in the covenants and restrictions of Mallard Cove to be recorded.

ARTICLE SIX

The street address of the initial principal office of the corporation is 10192 San Jose Boulevard, Jacksonville, Florida 32257. The name of the initial Registered Agent is: DONALD P. HINSON.

ARTICLE SEVEN

This corporation shall never have less than THREE (3) Directors. The number of Directors constituting the initial Board of Directors of the Corporation is THREE (3) and the names and addresses of the persons who are to serve as the initial Directors until the first election shall be as follows:

1. KENNETH L. JOHNS, JR.
12062 Cranefoot Drive
Jacksonville, Florida 32223
2. SHERRY CROSBY
10192 San Jose Boulevard
Jacksonville, Florida 32257
3. DONALD P. HINSON
3271 Twisted Oak Lane
Jacksonville, Florida 32223

ARTICLE EIGHT

The names and addresses of the Subscribers to these Articles of Incorporation are listed in Article Seven above.

ARTICLE NINE

The affairs of the Corporation are to be managed by the Officers of the Corporation who shall be elected at the first meeting in January of each year.

ARTICLE TEN

The names, addresses and offices of the persons who are to serve as officers of the Corporation until the first election are as follows:

1. SHERRY CROSBY, President
10192 San Jose Boulevard
Jacksonville, Florida 32257
2. KENNETH L. JOHNS, JR., Vice-President
12062 Cranefoot Drive
Jacksonville, Florida 32223
3. DONALD P. HINSON, Secretary
3271 Twisted Oaks Lane
Jacksonville, Florida 32223

ARTICLE ELEVEN

The power to alter, amend or repeal the By-Laws or Articles of Incorporation or to adopt new By-Laws shall be vested in the Board of Directors. The By-Laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with the law or with the Articles of Incorporation.

tion. These articles may be amended by a majority vote of the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30 day of December, 1988.

Kenneth L. Johns Jr.
KENNETH L. JOHNS, JR.

Sherry Crosby
SHERRY CROSBY

Donald P. Hinson
DONALD P. HINSON

STATE OF FLORIDA
COUNTY OF DUVAL

On this 30th day of December, 1988, before me personally appeared KENNETH L. JOHNS, JR., to me well known to be the person described as a subscriber in and who executed the foregoing Articles of Incorporation and acknowledged that he executed same.

Patricia B. DeCasta
Notary Public, State of Florida

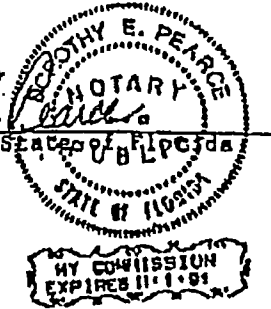
My commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

On this 30th day of December, 1988, before me personally appeared DONALD P. HINSON and SHERRY CROSBY, to me well known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation and acknowledged that they executed same.

Dorothy E. Pearce
Notary Public, State of Florida

My commission expires:



CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

FILED
25 JUN 10 11:03
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

In compliance with Section 48.091, Florida Statutes, the following is submitted:

FIRST, that HANGARIN HALLARD COVE ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business at 10192-3 San Jose Boulevard, Jacksonville, Florida, 32257, has named DONALD P. HINSON, located at 10192-3 San Jose Boulevard, Jacksonville, Florida, 32217, as its Agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.325 of the Florida Statutes.

REGISTERED AGENT

Donald P. Hinson
DONALD P. HINSON

STATE OF FLORIDA

COUNTY OF DUVAL

Sworn to and subscribed before me this 30 day of December, 1988.

Dorothy E. Pearce
Notary Public, State of Florida

MY COMMISSION
EXPIRES 11-1-91

BYLAWS
OF
MANDARIN MALLARD COVE ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the Bylaws of the MANDARIN MALLARD COVE ASSOCIATION INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on January 10, 1989.

The Association has been organized for the purpose of performing the functions as are outlined in the covenants, conditions and restrictions for Mandarin Mallard Cove ("the subdivision"), as are or have been or will be recorded in the public records of Duval County, Florida, including any amendment thereto (the "covenants"), and specifically for the purpose of the continual maintenance and cleaning of the storm and/or surface water management systems required by the St. Johns River Water Management District or other governmental agencies pursuant to the permits issued and other applicable rules and regulations.

It is not contemplated that the subdivision have or the Association own any common areas.

The Members of the Association shall be all lot owners, and more particularly defined in the covenants.

The office of the Association shall initially be at 9799 Ol St. Augustine Road, Jacksonville, Florida 32257, but may be change from time to time, and meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in the following form:

ARTICLE XX

MEMBERS MEETINGS

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

B. Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

C. Notices. Notice of all members' meeting stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed within the time frame as provided in the covenants. Proof of such mailing shall be given by the affidavit of the person giving the notice.

Y3 D. Quorum. The presence at a meeting of the members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, subject to the same notice requirements.

E. Voting Rights. The voting rights of the members shall be as specified in the covenants.

* F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. Adjourned meetings may be rescheduled as provided in the covenants.

H. Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Written Consent and Joinder. In the event that any action is authorized to be taken by the members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

J. Proviso. Provided, however, that until the Developer of Mandarin Mallard Cove, or its successors or assigns, has completed all of the contemplated improvements and closed the sales of all of the lots, or until the Developer elects to terminate its control of the Association, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

ARTICLE III

DIRECTORS

A. Governing Body. The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in the subdivision; provided, however, no person and his or her spouse may serve on the Board at the same time.

B. Directors Appointed by Declarant. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class B membership exists as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in the subdivision. The names of the initial Directors selected by the Declarant are set

forth in the Articles of Incorporation of the Association.

C. Number. The Board shall initially consist of three (3) members. After the Declarant owns no more property in the subdivision, the Board shall consist of no less than three (3) and no more than nine (9) directors (the actual number of which shall be determined from year to year at the annual meeting of members), all of whom shall be elected by the membership at large.

D. Term. The Directors appointed by the Class B member shall serve at its pleasure. The term of office of Directors elected by Class A members shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

E. Removal. Any Director elected by the Class A members may be removed from the Board, with or without cause, by a majority vote of the Class A members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.

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

G. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Director, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members. The committee shall nominate one (1) person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

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

I. Proviso. The Declarant shall have veto power on any act of the Board of Directors which affects the marketability of any units still owned by the Declarant.

ARTICLE IV

MEETINGS OF DIRECTORS

A. Organization Meeting. The first meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

D. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

E. Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or the Covenants or these By-laws.

F. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

H. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

I. Presiding Officer. The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has

been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

- A. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in the Covenants or Articles of Incorporation;
- B. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;
- E. Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in the Covenants;
- F. Provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association, as set forth in the covenants;
- G. Collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;
- H. Open bank accounts on behalf of the Association and designate the signatories required;
- I. Enforce by legal means the provisions of the Covenants and these Bylaws, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

K. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, which books and records shall be open for inspection by any of the members at reasonable times and upon reasonable notice;

L. Contract with any person or entity for the performance of various duties and functions;

M. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

N. Cause any or all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

O. To present to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, a statement of all acts and corporate affairs.

ARTICLE VI.

OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from among the members of the Board of Directors.

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

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

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

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and

unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

H. Duties. The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, shall assist the President generally, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement

of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

In addition, the Treasurer shall, when requested on behalf of any lot owner, furnish a certificate setting forth whether or not the assessments on a specified lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance, as provided in the Covenants.

ARTICLE VII

COMMITTEES

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

ARTICLE VIII

AMENDMENTS

These By-laws may be amended as provided in the Articles of Incorporation or any amendment thereto. As long as there is a Class B membership, FHA/VA has the right to veto any amendments to the By-laws.

The foregoing was adopted as the By-laws of Mandarin Mallard Cove Association, Inc. a corporation not for profit under the laws of the State of Florida.

P-461

PLAT BOOK 45 PAGE 54

Sheet 1 of 3 sheets

TAXES VERIFIED R.R.F.

MALLARD COVE UNIT THREE

A PORTION OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA.

CAPTION

A portion of Section 3, Township 4 South, Range 27 East, City of Jacksonville, Dual County, Florida, is being subdivided into lots, and the same are being offered for sale. The subdivision is being made in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes. The subdivision is being made in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes.

APPROVED FOR THE RECORD

This is to certify that this plat has been examined, approved and entered in the City of Jacksonville, Dual County, Florida, in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes.

[Signature]
City Clerk

CLERK'S CERTIFICATE 89-70025

This is to certify that this plat has been examined and approved by the City Clerk of Jacksonville, Dual County, Florida, in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes.

[Signature]
City Clerk

DEVELOPER'S CERTIFICATE

This is to certify that the subdivision is being made in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes.

[Signature]
Developer

SUPERVISOR'S CERTIFICATE

This is to certify that the subdivision is being made in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes.

[Signature]
Supervisor

ADOPTION AND DEDICATION

This is to certify that the subdivision is being made in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes. The subdivision is being made in accordance with the provisions of Chapter 193, Florida Statutes, and the same is being offered for sale in accordance with the provisions of Chapter 193, Florida Statutes.

LAND PLANNERS DEVELOPMENT, INC.

[Signature]
President

[Signature]
Secretary

STATE OF FLORIDA

COUNTY OF DUAL

[Signature]
City Clerk

[Signature]
City Clerk

AMERICAN NATIONAL BANK OF FLORIDA

[Signature]
President

[Signature]
President

STATE OF FLORIDA

COUNTY OF DUAL

[Signature]
City Clerk

[Signature]
City Clerk

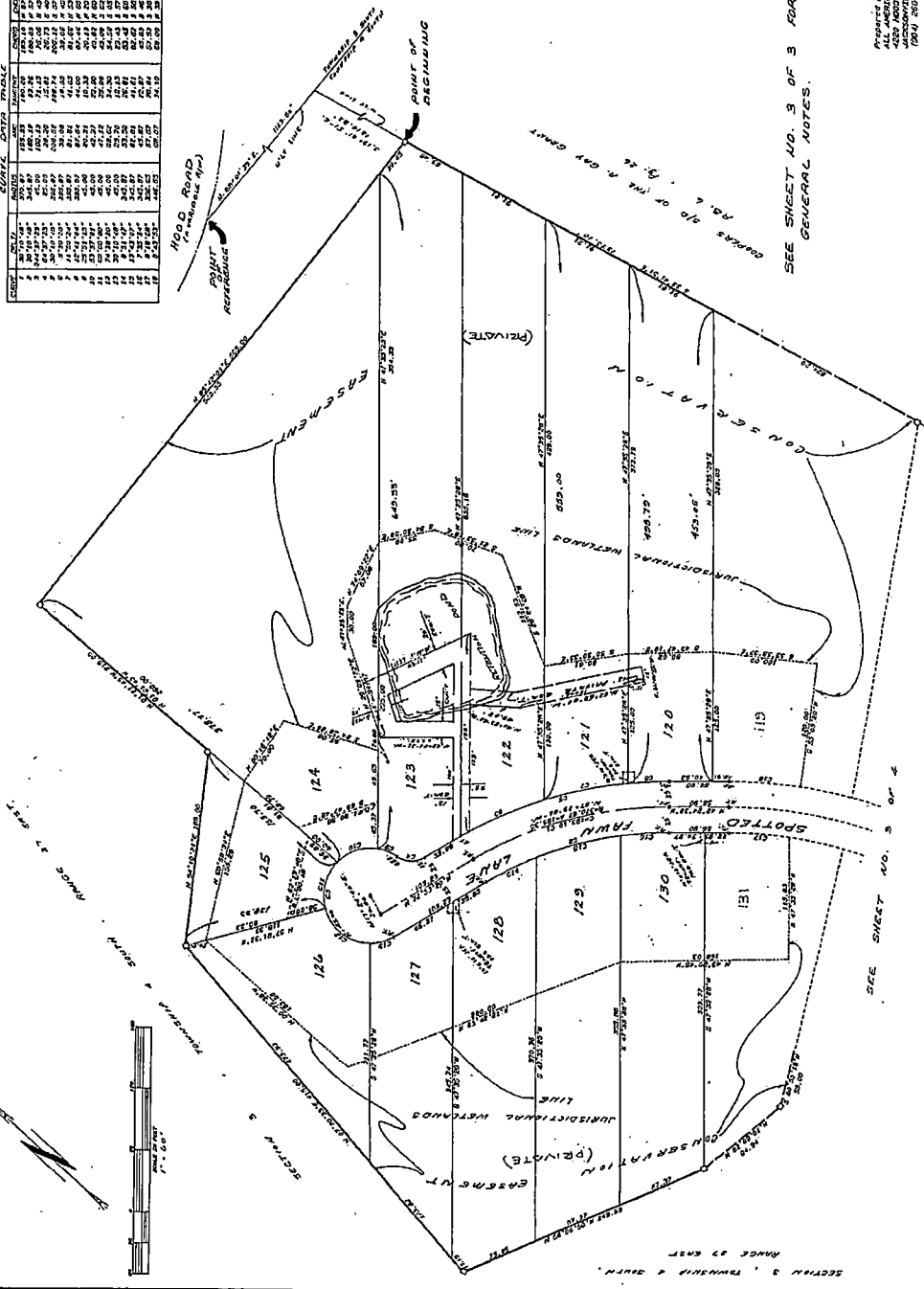
PSD 87-82

MALLARD COVE UNIT THREE

PLAT BOOK 45 PAGE 54A

Sheet 2 of 3 sheets

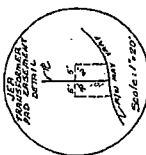
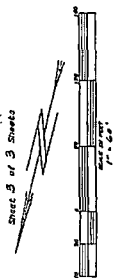
A PORTION OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE,
DUVAL COUNTY, FLORIDA.

[illegible]

MALLARD COVE UNIT THREE

A PORTION OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE,
DUVAL COUNTY, FLORIDA.

COOPERS v/D OF THE N. OAY GRANT AB, G, AG, &c

[illegible]

- 1) UNITED STATES INFORMATION AGENCY
- 2) UNITED STATES AIR FORCE
- 3) UNITED STATES ARMY
- 4) UNITED STATES NAVY
- 5) UNITED STATES MARINE CORPS
- 6) UNITED STATES COAST GUARD
- 7) UNITED STATES CUSTOMS AND BORDER PROTECTION
- 8) UNITED STATES DEPARTMENT OF AGRICULTURE
- 9) UNITED STATES DEPARTMENT OF COMMERCE
- 10) UNITED STATES DEPARTMENT OF DEFENSE
- 11) UNITED STATES DEPARTMENT OF EDUCATION
- 12) UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
- 13) UNITED STATES DEPARTMENT OF JUSTICE
- 14) UNITED STATES DEPARTMENT OF LABOR
- 15) UNITED STATES DEPARTMENT OF STATE
- 16) UNITED STATES DEPARTMENT OF THE INTERIOR
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- 18) UNITED STATES DEPARTMENT OF ENERGY
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- 88) UNITED STATES DEPARTMENT OF EDUCATION
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- 91) UNITED STATES DEPARTMENT OF LABOR
- 92) UNITED STATES DEPARTMENT OF STATE
- 93) UNITED STATES DEPARTMENT OF THE INTERIOR
- 94) UNITED STATES DEPARTMENT OF TRANSPORTATION
- 95) UNITED STATES DEPARTMENT OF ENERGY
- 96) UNITED STATES DEPARTMENT OF AGRICULTURE
- 97) UNITED STATES DEPARTMENT OF COMMERCE
- 98) UNITED STATES DEPARTMENT OF DEFENSE
- 99) UNITED STATES DEPARTMENT OF EDUCATION
- 100) UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

Prepared by:
ALL AMERICAN SURVEYORS, INC.
4220 MOOD ROAD
JACKSONVILLE, FLORIDA 32257
(904) 268-4153

P.S.D. 07-02

Real Estate Number	Legal Description	Owner	Street Number	Street	Street Type	Street Direction	City	Zip Code	Subdivision
155643-1405	Lot 108, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	SCHRYER DOUGLAS W AND SCHRYER KAY W	5106	MARBLE EGRET	DR	S	Jacksonville	32257	MALLARD COVE UNIT 03
155643-1410	Lot 109, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	PALAZZOLA LORETTA	10460	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1415	Lot 110, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	PIA KAMILAH N AND PIA JOSEPH	10468	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1420	Lot 111, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	BEARD ALICE G AND BEARD JOSUA A	10476	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03

155643-1425	Lot 112, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	CANO CUARTASNANCY E	10479	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1430	Lot 113, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	LEE DOUGLAS C II AND LEE ELISABETH F	10471	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1435	Lot 114, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	KAPLANI EDMOND AND KAPLANI PRANVERA	10463	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1440	Lot 115, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	LEWIS CAMILLE	10455	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03

155643-1445	Lot 116, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	WARD SVETLANA K	10447	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1450	Lot 117, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	FARGNOLI MICHAEL JR AND FARGNOLI CATHERINE J	10439	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1455	Lot 118, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	SLAVKIN STEVEN R AND SLAVKIN SHEILA C	10431	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1460	Lot 119, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	BOYER BRANDON AND BOYER KIM	10423	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03

155643-1465	Lot 120, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	DI PINTO MARCOS	10415	SPOTTED FAWN	LN	Jacksonville	32257	MALLARD COVE UNIT 03
155643-1470	Lot 121, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	GANTHNER JENNIFER AND GANTHNER ZACKERY	10407	SPOTTED FAWN	LN	Jacksonville	32257	MALLARD COVE UNIT 03
155643-1480	Lot 122, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	EDMONDS HOLLY MARIE AND TODD MARTIN C	10399	SPOTTED FAWN	LN	Jacksonville	32257	MALLARD COVE UNIT 03
155643-1485	Lot 123, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	CORONADO ESMERALDA	10391	SPOTTED FAWN	LN	Jacksonville	32257	MALLARD COVE UNIT 03

155643-1490	Lot 124, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	HINKLE CAROL A	10383	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1495	Lot 125, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	BROWN WILLIAM EUGENE	10375	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1500	Lot 126, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	CLARK DWAYNE L AND CLARK JANICE K	10384	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1505	Lot 127, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	SULLIVAN MICHAEL T AND SULLIVAN MEGAN E	10392	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03

155643-1510	Lot 128, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	RELICK MICHAEL R AND RELICK BARBARA J	10400 SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1515	Lot 129, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	METZGER JOSEPH P AND METZGER JENNIFER J	10408 SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1520	Lot 130, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	FITZGIBBON JOHN M	10416 SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
155643-1525	Lot 131, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	SHREVE WILLIAM ROGER AND ANDERSON PATRICIA J	10424 SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03

155643-1530	Lot 132, MALLARD COVE UNIT THREE, according to the Plat thereof recorded in Plat Book 45, Pages 54, 54A and 54B, of the public records of Duval County, Florida.	BAGGS BRIAN THOMAS SR AND BAGGS KATHLEEN F	10432	SPOTTED FAWN	LN		Jacksonville	32257	MALLARD COVE UNIT 03
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Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 29, 2022

Charles W. Brown, Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Boulevard
Building A, Suite 200
Jacksonville, Florida 32217

**Re: Mandarin Mallard Cove Association, Inc. – Mallard Cove Unit Three; Approval;
Determination Number: 22140**

Dear Mr. Brown:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Mandarin Mallard Cove Association, Inc. – Mallard Cove Unit Three (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 Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

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

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

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

Charles W. Brown, Jr., Esq.
July 29, 2022
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

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

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

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

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

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.