

OFFICIAL RECORDS

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ASHLEY GREEN

THIS DECLARATION, made on the date hereinafter set forth by SUMMER GREEN ASSOCIATES, a joint venture comprised of CAB OF JAX, INC., a Florida corporation, and SUMMERHOMES INCORPORATED, a Florida corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

Declarant is the owner of all lots located in Ashley Green according to plat thereof as recorded in Plat Book 45, page 43 et seq., of the public records of Duval County, Florida ("Ashley Green"), and desires to develop Ashley Green as a planned community with common amenities. (23)

NOW, THEREFORE, Declarant hereby declares that all of Ashley Green shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the land and be binding on all parties having any right, title or interest in Ashley Green or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

1. "Association" or "Master Association" means Ashley Green Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot which is a part of Ashley Green, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" means the real property platted as Ashley Green as recorded in Plat Book 45, page 43 et seq., of the public records of Duval County, Florida, together with improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation pursuant to the terms hereof.

THIS INSTRUMENT WAS PREPARED BY:
TO: JAMES S. TAYLOR of
ULMER, MURCHISON, ASHBY & TAYLOR
P. O. BOX 479
1600 FIRST UNION BUILDING
JACKSONVILLE, FLORIDA 32202

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4. "Common Area" or "Common Areas" means all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot will be described in a deed from Declarant to the Association to be recorded in the public records of Duval County, Florida.

5. "Developer" means Summerhomes Incorporated, a Florida corporation, and/or its successors and assigns of its rights hereunder or any successors or assigns. All references to Developer herein, including all rights and obligations of the Developer, shall burden and benefit successors or assigns of Developer to the same extent as if such successors or assigns were the named Developer hereunder. The Developer shall also be an Owner or Member for so long as the Developer shall be the record owner of any parcel of Property subjected to this Declaration.

6. "Residential Dwelling Unit" means any part of the Property which has been improved for use as a single-family dwelling, including, without limitation, any single family detached dwelling, garden home or patio dwelling, which is substantially completed.

7. "Residential Lot" or "Lot" means a platted lot intended to be used for the construction of a Residential Unit.

8. "Articles" means the Articles of Incorporation of the Association.

9. "Board of Directors" means the Board of Directors of the Association.

10. "Bylaws" means the Bylaws of the Association.

11. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.

12. "VA" means the Veterans Administration and its successors and assigns.

13. "FHA" means the Federal Housing Administration and its successors and assigns.

14. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, Federal National Mortgage Associa-

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tion, Government National Mortgage Association, the Veterans Administration and Federal Housing Administration or any lender generally recognized as an institutional type lender.

15. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.

ARTICLE II Property Rights

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

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

(b) The right of the Association to suspend the voting rights and to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Residential Lot remains unpaid and to suspend the right to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, without waiver or discharge of the Owner's obligation to pay the assessment.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

(d) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easements on any part of the Common Areas.

2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to any occupant of a Residential Dwelling Unit and the members of his family.

ARTICLE III Membership and Voting Rights

1. Right to Membership. Every Owner of a Residential Lot which is subject to this Declaration shall be a member of the

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Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

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

(a) Class A. Class A members shall be all Owners, with the exception of the Developer. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) Class B. The Class B members shall be the Developer who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members;

(2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Developer in the ordinary course of business; or

(3) ten (10) years from the date of recording this Declaration.

3. Multiple Owners. When any property entitling an Owner to membership as a Class A member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such property shall determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE IV

Covenant for Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Residential Lot owned or to be owned within the Property, hereby covenants, and each Owner of any Residential Lot by acceptance of a deed therefor, whether or

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 not be deemed to be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-ownership of a Residential Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successor in title.

2. Purpose of Annual Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and repair of the Common Areas and islands and medians within the public streets shown on the plat. The Association shall have an obligation to improve, repair and maintain such islands and medians within the public streets and the Common Areas and such obligation shall not be released, altered or changed without the prior approval of the City of Jacksonville.

3. Maximum Annual Assessment.

(a) Until the date on which there is no Class B member, the maximum annual assessment for each Residential Lot shall be \$120.00 and shall be payable in equal installments as determined by the Association.

(b) From and after the date on which there is no Class B member, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after the date on which there is no Class B member, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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(a) The Association in determining the common expenses may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas.

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

In addition, the Board of the Association may assess a special assessment against an Owner for the cost of repair or restoration on account of the damage or injury to the Common Areas caused by the Owner's negligence or failure to comply with the provisions hereof.

5. Notice and Quorum for Any Action Authorized under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith).

7. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots on the first day of the month following the conveyance of the Common Area. 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 Residential Lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment shall be payable at the times and in the manner determined by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential

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Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance. To insure that the Association will have funds necessary to meet unforeseen expenditures, Declarant shall establish a working capital fund at least equal to two months' estimated assessment for each Unit. Such amount shall be paid into the Association at the earlier of the time each Unit is conveyed or is first occupied. Such fund shall be maintained in a segregated fund by the Association. While there is a Class B member, the working capital fund shall not be used to defray Declarant's expenses, reserve contributions or construction costs or to make up budget deficits, but Declarant may reimburse itself for any contributions made to the working capital fund on account of unsold Units when such Units are sold.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and, if not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Residential Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Residential Lot.

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

10. Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Florida shall be exempt from the assessment created herein, except that no land or improvements devoted to dwelling use shall be exempt from assessments.

11. Homeowners' Association. If for any reason any homeowner association refuses to perform the obligations imposed on

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it under the terms and provisions of its Articles of Incorporation, Bylaws or Declaration of Covenants, this Association shall have the right, but not the obligation, to perform such obligations and assess the cost thereof against all owners responsible therefore as a special assessment.

ARTICLE V
Architectural Control

1. Design Criteria. It is the Declarant's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of Ashley Green. The Residential Dwelling Units constructed or to be constructed within Ashley Green have been or will be designed to be compatible with each other and to establish a level of construction standards. No owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or other improvement on the Property without the prior approval of the Architectural Control Committee of the Association.

2. Necessity of Architectural Review and Approval. No building, fence, wall or other structure, which is visible from outside the Residential Dwelling Unit other than those erected by the Developer, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change in alteration, including, without limitation, a change in the exterior color, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee of the Association and by an architectural committee of the homeowners' association having jurisdiction. In the event the committees fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with. In the event that there is a disagreement between the Master Association and the homeowners' association or their respective Architectural Review Boards, the decision of the Master Association shall prevail.

3. Architectural Control Committee. The Architectural Control Committee shall be appointed by and serve at the pleasure of the Board. Until the control of the Association is assumed by the Class A members, the Architectural Control Committee shall be composed of members who need not be members of the Association. The majority of the Architectural Control Committee shall constitute a quorum to transact business at any meeting.

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ARTICLE VI
Use Restrictions

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas without the prior written consent of the Association.

2. Insurance. No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Association. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas. The Association shall determine whether any activity violates this provision.

3. Nuisances. No noxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.

5. Regulations. Reasonable regulations and rules concerning the use of the Common Areas may be promulgated, modified or amended from time to time by the Board of Directors of the Association, provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regula-

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tions and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

ARTICLE VII
Lakes

1. Water Level and Use. With respect to the lakes now existing or which may hereafter be erected either within the Property or adjacent or near thereto, only the Master Association shall have the right to pump or otherwise remove any water from such lakes for the purpose of irrigation or other use or to place any matter or object in such lakes. The Master Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and to fill any lake and no Owner shall deposit any fill in such lake. No docks, moorings, pilings, boat shelters or other structure shall be erected on or over the lakes without approval of the Association. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small, non-combustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored either within existing structures on the Owner's property or in designated areas within the planned development or behind landscaping approved by the Architectural Control Committee.

2. Maintenance Obligations. The lake embankments shall be maintained by the Owner owning the lake bottom. Such Owners may include a condominium or homeowners' association when the lake embankments form a portion of the common elements or Common Areas of such association, individual Residential Dwelling Unit Owners, or this Association when the lake embankments form a portion of the Common Area. The embankments shall be maintained by the appropriate Owner so that grass, planting or other lateral support shall prevent erosion of the embankment of the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the Master Association or Architectural Control Committee thereof. If the Owner required to maintain the embankment fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Master Association or its agent or representative shall have the right, but not the obligation, to enter upon the Owner's property to perform such maintenance work which may be reasonably required, all at the expense of the appropriate Owner.

3. Easements for Use and Enjoyment. Owners are hereby granted the right to reasonable use and benefit of the lakes now existing or which may hereafter be erected, either within the Property or adjacent thereto, subject to the right of the Master

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Association to adopt reasonable rules and regulations from time to time in connection with the use of the lakes by members of the Master Association and subject to the Declarant's reserved right to ingress and egress over the lakes. The ingress and egress to the lakes shall be solely at those access points so designated by the Master Association. The Master Association shall have the right to deny such use to any person whom in the opinion of the Master Association, may create or participate in a disturbance or nuisance on any part of the lake. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons, including members of the Master Association, as may be designated by the Master Association from time to time.

4. Ingress and Egress Maintenance Easement. The Master Association hereby reserves an easement across the lakes and lake banks for ingress and egress and reasonable maintenance and care of any portion of the lakes.

5. Boundaries of Lakes. The Declarant does not warrant that property lines along lakes will be at any time identical to those depicted on any surveys of the parcels in light of the meandering nature of the shorelines and the effect of changes in water levels.

ARTICLE VIII Easements

1. Reservation of Easements. Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities on, in and over the Common Areas.

2. Drainage Easements. Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may, with the approval of the Architectural Control Committee, cut drainways for surface waters and establish easements therefor wherever and whenever such action may appear to Declarant or Master Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected on a property, unless such improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

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3. Additional Easements. Declarant reserves the right with the approval of the Architectural Control Committee to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the Property owned by Declarant. In addition, with Architectural Control Committee approval, Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.

4. Cable Television Easement. Declarant, with Architectural Control Committee approval, reserves for itself, its successors and assigns an exclusive easement for the installation and maintenance of radio and television cables within Common Areas and the rights-of-way and easement areas referred to herein.

5. Encroachments. Declarant, upon written approval by the Architectural Control Committee, may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

6. Non-Access Easements. No driveway shall be constructed or vehicular access allowed over any area designated on the plat as a "Non-Access Easement."

7. Utility Lines. All telephone, cable television, electric and other utility lines and connections between the main utility lines and the Residential Dwelling Unit located on each Lot shall be located underground so as not to be visible.

8. Easements for Driveways, Encroachments, Maintenance and Drainage.

(a) Developer has installed or will install driveways to serve the enclosed garage attached to each Unit. To the extent that such driveway may be located on an adjacent Unit, the Owner of the Unit served by such driveway shall have an easement for the use thereof for ingress and egress and for pedestrian and vehicular traffic. The Owner of such easement shall be responsible for the repair and maintenance of such easement and any pavement located thereon.

(b) Declarant hereby grants to each Owner of a Unit on Lots 1 through 71 on which a building is located less than five (5) feet from a side lot line, an easement for ingress and egress over the Unit adjacent to said side lot line, which easement

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shall be five (5) feet in width measured from the foundation of such building and shall encircle the building on the Residential Lot. The easement shall be for: (a) the ordinary and reasonable maintenance and upkeep of the building and shrubbery on the Residential Lot benefited by this grant of easement; (b) encroachments created by construction, settling and overhangs, including plants and shrubbery, screen and trellis supports, and patio enclosure walls for the building; and (c) the installation, maintenance and use of drainage swales. The Owner of a Unit subject to this easement shall not obstruct or divert the drainage flow from the drainage swales nor place any construction or other improvements within the easement area without the prior written consent of Developer. In the event any building is partially or totally destroyed and then rebuilt, the Owners of the adjoining Residential Lots agree that minor encroachments created by reconstruction shall be permitted and that a valid easement for such encroachments for the maintenance thereof shall exist. If a Residential Dwelling Unit or attached garage is constructed by Developer over such easement, the easement shall be deemed to be abandoned beneath such structure.

9. Easement for Entry Sign, Wall and Landscaping. Developer intends to construct a wall over Lots 1, 2 and 3 and Lots 82 and 83 approximately parallel to and within 15 feet of the north line of such Lots. Declarant, Developer and the Association shall have an easement to construct and maintain such wall and to install and maintain landscaping within such area. In addition, Developer intends to install a subdivision identification sign within the north 30 feet of Lot 2 and the north 30 feet of Lot 83G. Declarant, Developer and Association shall each have an easement to construct and maintain such sign and to install and maintain landscaping within such area. However, nothing herein shall be construed to impose any obligation on Developer or Declarant to install or maintain the wall, sign or any landscaping within such easement.

10. Appurtenance of Easements. Any easements granted or created herein shall be appurtenant to and shall pass with the title to the Lots benefited by such easements, whether or not the same shall be referred to in any deed conveying title to any Lot or referred to in any mortgage encumbering any Lot.

ARTICLE IX Rights of Mortgagees

1. Rights of Mortgagees. Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:

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(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE X

Reconstruction or Repair after Casualty

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

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

ARTICLE XI

Restrictions Affecting Residential Lots

1. Residential Use. Each Residential Lot is restricted to use as a single-family residence. All provisions and requirements of the zoning code applicable thereto as the same now exists shall be applicable to each Residential Lot.

2. Garages. Each Unit shall include an enclosed garage. The enclosed garage shall be used for the parking of automobiles and no automobiles regularly used by a resident of a Unit shall be parked on any street in the subdivision unless there is an automobile parked in such enclosed garage.

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3. Replanning. No platted lot shall be subdivided without approval of the Association.

4. Improvements to be Approved by Association. No building, fence, wall or other structure shall be commenced, erected or maintained on any Unit, except those initially constructed by the Developer, until the plans and specifications showing the nature, kind, shape, height, size, material and location of the same shall have been submitted to and approved in writing by the Association. In making a determination as to whether such improvement will be approved, the Association shall consider the design and color scheme in relation to surrounding structures, the structural design and location in relation to surrounding structures and topography. No lawn decorations such as (but not limited to) planter boxes, statuary, bird baths, fountains and the like are permitted without approval of the Association.

5. Alterations. No additions or exterior alterations to any Unit as originally constructed shall be allowed without the written approval of the Association. No enclosed garage area shall be converted into living space.

6. Exterior Appearance. No change in the original exterior color or materials of any Unit shall be allowed without the written approval of the Association.

7. Awnings and Exterior Fixtures. No awnings, shade or other extraneous fixtures or decorations shall be attached to the exterior of any Unit and no exterior windows or doors may be altered, added, deleted or relocated without the written approval of the Association. No window covering or window treatment (including drapes, curtains, shutters and the like) shall be permitted in any window where there is any color visible from the outside of the Unit except white or light cream color.

8. Sheds, Shacks and Trailers. No shed, shack, trailer, tent or other temporary or removable building or structure of any kind shall be erected or permitted to remain on any Residential Lot. This paragraph shall not prevent the use of a temporary building during the period of actual construction of a building and other improvements permitted hereunder nor the use of adequate sanitary toilet facilities for workers during the course of such construction. Likewise, the Developer may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Residential Lot and may maintain such sales offices as may be necessary for the conduct of sales within the subdivision.

9. Signs. No sign of any character shall be displayed upon or permitted to remain on any Unit except "For Rent" or "For

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Sale" signs, which signs may refer only to the particular premises on which displayed and shall be of material, size, height and design as approved by the Association. The Association may enter upon any Unit and summarily remove any sign which violates the provisions of this paragraph. Such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any wise for damages on account thereof. Nothing herein shall prevent the Developer from erecting or maintaining such commercial and display signs as may be necessary for development or sales purposes.

10. Clotheslines. No clothing or other household fabric shall be hung in the open on any Unit.

11. Mailboxes. No mailbox or paperbox or other receptacle of any kind designed for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Unit except those approved by the Association.

12. Offensive Activities. No illegal, noxious or offensive activities shall be permitted or carried on on any Unit or any part thereof, nor shall anything be permitted to be done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any Unit or any part thereof. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any Unit or any part thereof or road right-of-way adjacent thereto. No mechanical repairs shall be performed on any vehicle on any Unit or road right-of-way adjacent thereto except minor repairs that are completed within a two-hour period.

13. Pets. Not more than two domestic animals shall be kept on any Unit. No animal shall be kept on a Unit for any commercial or breeding use or purpose. If, in the opinion of the Association, any animal becomes dangerous or becomes an annoyance or nuisance in the neighborhood or destructive of wildlife, the Association may prohibit such animal from being kept on a Unit.

14. Window Air Conditioning. Unless prior approval of the Association has been obtained in writing, no window air-conditioning unit shall be installed in any Unit.

15. Boats and Campers. No boats, campers, recreational vehicles, trailers, trucks or other vehicles of any type shall be kept parked on any Unit or any part thereof or right of way adjacent thereto, except within the confines of an enclosed garage. The doors of all garages shall be kept closed at all times (except when opened for the purpose of permitting ingress and egress of an automobile and then for so long as reasonably necessary for such purpose). Parking on rights of way shall be

OFFICIAL RECORDS

subject to regulation by the Association. No vehicle shall be parked on any Residential Lot or street in the subdivision unless the same is usable on the highways of Florida and has a current state license tag.

16. Lawns and Landscaping. Unless responsibility is assumed by the Association and/or its assigns, each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and exterior improvements painted and in good repair.

17. Maintenance of Fence. The Owners of Units upon which a fence is constructed shall maintain said fence in a clean, neat and substantial manner and shall not make any changes or alterations in the height, design and type of original construction of said fence without prior written approval of Developer or the Association.

18. Amendments or Additional Restrictions. Declarant shall have the right to:

(a) amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development or Veterans' Administration;

(c) amend these covenants and restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained herein;

(d) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained;

PROVIDED, HOWEVER, any amendments or additions to these covenants and restrictions shall comply with the requirements of the United States Department of Housing and Urban Development or Veterans Administration. Any amendment to Article IV, paragraph 2, requires approval by the City of Jacksonville.

Developer shall have the right to release any building plot 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 Developer determines such violation to be a minor or insubstantial violation.

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In addition to the rights of Declarant provided for in this section, the Owners of 75% or more of the Lots shall have the right to amend or alter this Declaration and any part thereof, except for Article VII, paragraphs 2 and 4, and the obligation of the Association to improve, repair and maintain the islands and medians within the public streets and the Common Areas in accordance with Article IV, paragraph 2; PROVIDED, HOWEVER, any amendment or additions to this Declaration shall be subject to approval in writing by the FHA or VA prior to their recording and provided no amendment shall adversely affect the Declarant or alter the rights or increase the obligations of the Class B members of the Association.

19. Trees. No tree four (4) inches or more in diameter measured at a point two (2) feet above the average height of the ground at the base, nor any species of oak of any size, may be removed without the specific prior approval of the Association.

20. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and over and under the five (5) foot strip of land at the rear of each Residential Lot and, except on Residential Lots which are used for the construction of townhouses, along the side line of each Residential Lot, to erect, maintain, and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage, and other conveniences or utilities. The owners of the Residential Lots subject to the privileges and rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains or lines to other equipment and facilities placed on, over, or under property which is subject to said privileges, rights and easements. In the event that any Residential Lot is subdivided, easements described herein as well as the side line restriction provided for herein shall be deemed to exist on each side of the new Residential Lot thus created and the former easements and side line restrictions shall cease to be effective as to such resubdivided Residential Lot, except to the extent that the same is actually being used for a utility. No Structure, pavement or other improvement shall be erected on any part of any easement by any owner of any Residential Lot and, in the event any Structure or other improvement is placed on said easement area, the same shall be removed upon request of the Developer at the cost of the owner of said Residential Lot. If a Residential Dwelling Unit or attached garage is constructed by Developer over such easement, the easement shall be deemed to be abandoned beneath such structure.

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21. Precedence. Where these covenants and restrictions are more stringent than those imposed by any governmental agencies, these covenants and restrictions shall prevail.

22. Legal Action and Violation. If any person or entity violates or attempts to violate any of these covenants and restrictions, any person or persons owning any Residential Lot and the Association or any of them may, upon ten (10) days' written notice to the Owner of the offending Residential Lot: (a) prosecute proceedings at law for the recovery of damages against those violating or attempting to violate any of such covenants and restrictions; and (b) maintain a proceeding in equity against those so violating or attempting to violate any of such covenants or restrictions, for the purpose of preventing or enjoining all or any such violation or attempted violations. If any Structure exists on a Residential Lot or condition exists which is in violation of these covenants and restrictions, the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such Residential Lot, which expense (herein called "Special Assessment") shall be payable by such owner to the Association on demand, and such entry and abatement, correction or removal shall not be deemed to trespass or make the Association liable or otherwise for any damages on account thereof.

The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

23. Waiver. The failure of the Association to enforce any covenants or restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.

24. Attorneys' Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys' fees of the successful plaintiff in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.

25. Severability. All restrictions herein contained shall be deemed to be several and independent. The invalidity of one or more or any part of one shall in no way impair the other remaining restrictions or any part thereof.

26. Rights Reserved to Declarant. Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor and

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will not cause a material disruption of the development plan contemplated hereby.

ARTICLE XII
General Provisions

1. FHA/VA Approval. In the event that the Ashley Green is approved by the VA and FHA or either of them and the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, then so long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA, as the case may be: annexation of additional properties, dedication, conveyance or mortgaging of Common Areas, dissolution, merger or consolidation of the Association or amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of February, 1989.

Signed, sealed and delivered
in the presence of:

SUMMER GREEN ASSOCIATES,
a joint venture

By: CAB of JAX, INC.,
a Florida corporation

By [Signature]
Its President

and

By: Summerhomes Incorporated,
a Florida corporation

By [Signature]
Its Executive Vice President

("Declarant")

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
6th day of March, 1989, by Frank W. Brown, Jr.
the President of CAB OF JAX, INC., a general partner
of SUMMER GREEN ASSOCIATES, a joint venture, on behalf of the
Venture.

[Signature]
Notary Public, State and County
aforesaid
My Commission expires:

(Notarial Seal)

Notary Public, State of Florida
My Commission Expires Feb. 21, 1992
Bonded thru Troy Tate - Insurance Inc.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
6th day of March, 1989, by Gregory J. Mahan
the Executive Vice President of SUMMERHOMES INCORPORATED, a
general partner of SUMMER GREEN ASSOCIATES, a joint venture, on
behalf of the Venture.

[Signature]
Notary Public, State and County
aforesaid
My Commission expires:

(Notarial Seal)

Notary Public, State of Florida
My Commission Expires Feb. 21, 1992
Bonded thru Troy Tate - Insurance Inc.

OFFICIAL RECORDS

CONSENT OF MORTGAGEE

The undersigned, the owner and holder of a mortgage encumbering portions of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions, hereby consents to the same and subordinates its mortgage to said Declaration.

Dated

2/7/89

By

William H. Sullivan

Its

Senior Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of February, 1989, by William H. Sullivan, the Senior Vice President of American National Bank of Florida, a National Banking Association on behalf of the association.

Elizabeth Wayton

Notary Public, State and County
aforesaid

My Commission expires:

(Notarial Seal)

OFFICIAL RECORDS

CONSENT OF MORTGAGEE

The undersigned, the owner and holder of a mortgage encumbering portions of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions, hereby consents to the same and subordinates its mortgage to said Declaration.

Dated March 24, 1989

First Federal Savings and Loan
Association of Jacksonville

By *Willard E. Allen, Jr.*
Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of March, 1989, by Willard E. Allen, Jr., the Vice President of First Federal S & L Assn. of Jacksonville a Officer on behalf of the association.

L. Catherine L. Hines
Notary Public, State and County
aforesaid

My Commission expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1990
(Notarial Seal)

RECORDED
INDEXED
FILED
JUL 11 1 37 PM '89
CLERK OF CIRCUIT COURT

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY, FLORIDA

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