

OFFICIAL RECORDS

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
LOTS 72 THROUGH 83 OF ASHLEY GREEN

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Summer Green Associates, a Florida joint venture ("Declarant") is the owner of lots 72 through 83, inclusive, of Ashley Green, a subdivision shown on plat recorded in Plat Book 45, pages 43 et seq., of the public records of Duval County, Florida (said Lots 72 through 83 are herein referred to as the "Subdivision"); and

WHEREAS, Declarant has caused certain covenants, conditions and restrictions to be imposed upon all of the lots in Ashley Green by instrument recorded in Official Records Volume 6730, page 1396, of the public records of Duval County, Florida (the "Restrictions"); and

WHEREAS, Declarant has an interest in causing the Subdivision to be developed as a townhome community subject to uniform restrictions and easements for the benefit of the Owners.

NOW, THEREFORE, in consideration of the benefits to be derived by Declarant and for other valuable considerations and pursuant to the rights reserved to Declarant in the Restrictions to impose additional restrictions on portions of the property described therein, the Declarant hereby imposes the following additional restrictions on the Subdivision. These restrictions are supplemental to the Restrictions and are not intended to limit or modify the effect thereof.

ARTICLE 1
Definitions

1.1 "Association" means Ashley Green Townhomes Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.2 "Building Plot" means a plot of land consisting of Lots which are adjacent and contiguous to each other, each Lot bearing the same number followed by a capital letter (for example, Lots 72A, 72B, 72C, 72D, 72E and 72F constitute a single Building Plot.).

1.3 "Multi-Family Residential Building" means a building constructed on a Building Plot.

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

RECORD AND RETURN TO:

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1.4 "Party Wall" means a common wall which is built as part of the original construction of the Multi-Family Residential Building and is intended to be placed on the dividing line (whether or not such wall is actually built on the dividing line) between Lots constituting the same Building Lot.

1.5 "Plat" means the plat of Ashley Green recorded in Plat Book 45, page 43 et. seq., of the current public records of Duval County, Florida.

1.6 "Living Unit" means a portion of a Multi-Family Residential Building designed and intended for use and occupancy as a single-family residence, each such Living Unit being situated on a Lot.

1.7 "Lot" and "Residential Lot" mean a platted lot intended to be used for construction of a Residential Dwelling Unit.

1.8 All other capitalized terms used in this instrument have the same meaning as in the Restrictions unless a different definition is provided for herein.

ARTICLE 2
Association

2.1 Membership. 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.

2.2 Voting Rights. The Association shall have two classes of voting membership:

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

(b) Class B. The Class B member(s) shall be the Declarant and/or its assigns. Each Class B member shall be entitled to three (3) 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:

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

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(2) within six (6) months from the time at which all 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 Declarant in the ordinary course of business; or

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

2.3 Multiple Ownership. 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 designed 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 3
Covenant for Maintenance Assessments

3.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, 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, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3.2 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 Subdivision and for the maintenance of the lawns and landscaping of Residential Dwelling Units.

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3.3 Maximum Annual Assessment. Until the date on which there is no Class B member, the maximum annual assessment shall be Five Hundred and No/100 Dollars (\$500.00) per Lot.

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

(b) 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.

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

3.4 Notice and Quorum for any Action Authorized under Section 3.3(b). Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3(b) 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.

3.5 Rate of Assessment.

(a) Reserve Fund. In order to provide a fund with which to exercise the rights granted to the Association herein, a reserve fund shall be established and replenished from time to time from reimbursements made by offending Owners and by assessment of members. Each Owner shall contribute \$10.00 to the reserve fund at the time of closing the initial purchase of a Lot or Living Unit from the Declarant, provided the aggregate amount of such initial contributions shall not exceed \$2,500.00. Such contribution shall be deemed to be a special assessment within the meaning of paragraph 3.1.

(b) Equality. The amount of special and regular annual assessments payable by each Lot, excluding the annual landscape assessment provided for hereinbelow, shall be determined by dividing the total assessment fixed by the Association by the total number of Lots which are subject to assessment. In addition to such special and regular annual assessments, the Association shall also levy an annual landscape assessment adequate to pay the cost of maintaining the landscaping on Residential Lots. The amount of the annual landscape assessment payable by each Lot shall be determined in the following manner:

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(1) The total landscape assessment shall be divided by the sum of the total number of Lots subject to assessment plus one-half of the number of Oversized Lots subject to assessment to obtain the "Unit Cost of Landscaping."

(2) Each Lot other than Oversized Lots shall be assessed the Unit Cost of Landscaping.

(3) Oversized Lots shall be assessed for 1-1/2 times the Unit Cost of Landscaping. For the purpose of this determination, an Oversized Lot means the two lots in a Building Plot which have the highest and lowest alphabetical designation following the Lot number (for example, in Building Plot number 72, Lot 72A and Lot 72F are oversized Lots).

3.6 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the first Lot to a purchaser other than Declarant. 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 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 due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified 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.

3.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear 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 Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

3.8 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 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 assessments as to payments which became due prior to such sale or transfer. No

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sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense.

ARTICLE 4
Reciprocal and Common Elements

4.1 Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Multi-Family Residential Building and is intended to be placed on the dividing line between the Lots shall constitute a Party Wall. To the extent not inconsistent with this paragraph the general rules of the law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner sharing the Party Wall may restore it, and the other Owners sharing the Party Wall shall contribute to the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Any Owner shall have the right to enter on the Lot of another Owner sharing a Party Wall during normal working hours and upon reasonable notice to make any repairs necessary to maintain the Party Walls, including the right to rebuild the Party Wall, if necessary.

(d) Weatherproofing. Notwithstanding any other provision of this paragraph, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 4.1 shall be appurtenant to the Land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a Party Wall, each Owner of a Lot affected thereby

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shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators), and the decision shall be by a majority of all the arbitrators and shall be binding and conclusive on all the Owners affected thereby.

4.2 Common Roof.

(a) General Rules of Law to Apply. The general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

(b) Sharing of Repair, Maintenance and Replacement. Each Owner of a Lot constituting a part of the same Building Plot shall be jointly responsible with all of the Owners of Lots in the same Building Plot for, and shall repair, maintain and replace, when necessary, the Common Roof covering the Multi-Family Residential Building on the Building Plot. If a Common Roof requires repair, maintenance or replacement, then each Owner of a Lot constituting a part of the same Building Plot shall pay, on account of the costs of such repair, maintenance and replacement, an amount of such cost divided by the number of Lots in the Building Plot, SUBJECT, HOWEVER, to the rights of any Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligence or willful acts or omissions. In the event of an emergency, any Owner of a Lot constituting a part of the same Building Plot shall have the right to enter on the Lot of another Owner sharing a Common Roof, without notice, to make emergency repairs and thereafter demand contribution as herein provided. If the Owners are unable to agree upon the need for any repair or the manner of accomplishing the same, any of such Owners shall have the right to demand the Association undertake the same and the Association shall have the right to assess each Owner for his or her proper share of the cost.

(c) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 4.2 shall be appurtenant to the Land and shall pass to such Owner's successors in title.

(d) Arbitration. In the event of any dispute arising concerning the Common Roof or under the provisions of this Section 4.2, each Owner of a Lot affected thereby shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators), and the decision shall be by a majority of all the arbitrators and shall be binding and conclusive on all the Lot Owners affected thereby.

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(e) Easement for Repair, Maintenance and Replacement of Common Roof. Declarant hereby grants to each Owner of a Lot constituting a part of the same Building Plot a non-exclusive easement for ingress and egress on, over and across the Common Roof covering the Multi-Family Residential Building located upon the same Building Plot for the purpose of repairing, maintenance and replacing the Common Roof.

4.3 Painting and Exterior Repairs.

(a) Sharing of Responsibility. Each Owner of a Lot constituting part of the same Building Plot shall be jointly responsible with all of the Owners of Lots in the same Building Plot for, and shall repaint the exterior of the entire building on the Building Plot when, in the opinion of the Association or of a majority of the Owners of Lots in said Building Plot, such repainting is necessary. If any part of the exterior requires repair or replacement, such repair or replacement shall be performed by the Owner of the Living Unit. Each Owner of a Lot constituting a part of the same Building Plot shall pay on account of the cost of such repainting an amount of such cost divided by the number of Lots in the Building Plot, subject, however, to the rights of any Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligence or willful acts or omissions. If the Owners are unable to agree upon the need for repainting or the manner of accomplishing the same, any of such Owners shall have the right to demand the Association undertake the same and the Association shall then have the right to assess each Owner for his or her proper share of the cost.

(b) Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Section 4.3 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(c) Arbitration. In the event of any dispute arising concerning the repainting of the exterior of a building or under the provisions of this Section 4.3, each Owner of a Lot affected thereby shall choose one arbitrator and such arbitrator shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators) and the decision shall be by a majority of all of the arbitrators and shall be binding and conclusive on all of the Lot Owners affected thereby.

(d) Easement for Repainting of Exterior. Declarant hereto grants to each Owner of a Lot constituting a part of the same Building Plot a non-exclusive easement for ingress and egress on, over and across each of the Lots in the same Building Plot for the purpose of repainting the exterior of such building pursuant to this Section 4.3.

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4.4 Easements for Encroachments and Driveways. Declarant hereby subjects each Lot to an easement for encroachments created by construction, settling, footings, foundations and overhangs of Living Units and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Living Unit is partially or totally destroyed, and then rebuilt, the Owners of Living Units so affected covenant and agree that minor encroachments on part of the adjacent Lots due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

4.5 Easements for Utilities, Drainage, Maintenance and Repairs. Declarant hereby grants to the Owner of each Lot, and those furnishing utility services to each Lot a non-exclusive easement together with the right of ingress and egress over, under and across the other Lots constituting the same Building Plot for the installation and maintenance of electric and telephone wires, cables, conduits, water mains, drainage lines, sewers and other suitable equipment for the installation, maintenance, transmission and use of electricity, telephone, gas, cable television, lighting, heating, water, drainage, sewage and other conveniences or utilities including an easement in or under those portions thereof on which Living Units are constructed. Said easements for installation shall be along the paths in which said electric and telephone wires, cables, conduits, water mains, drainage lines, sewers and other suitable equipment are now or may hereafter be installed. Declarant further grants to the Owner of each Lot, the Jacksonville Electric Authority, and their respective successors and assigns, a non-exclusive easement for the installation of electric meters on the exterior wall of any Living Unit, together with the right of ingress and egress over each Lot for the purpose of maintaining and reading said electric meters. In addition to easements shown on the plat, Declarant reserves an easement for drainage and utilities over, under and across a strip of land five (5) feet wide on each side of the boundary of each Building Plot provided that, if a Living Unit or attached garage is constructed by Declarant over such reserved easement, the easement shall be deemed to be abandoned beneath such structure. No Owner shall change the topography of a Lot in any manner which would alter or interfere with the drainage plan for the Subdivision established by the Declarant.

4.6 Appurtenance of Easements. The 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.

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ARTICLE 5
Obligations of Owners

5.1 Repair and Maintenance of Living Units and Lots. Each Owner shall be responsible for the maintenance of the exterior of his Living Unit and Lot, which obligation shall include the obligation to repair, replace and care for all gutters, downspouts, exterior building surfaces, windows, doors, paved walkways, easements, and all other exterior improvements, excluding grass, trees and shrubbery in the yard of each Lot, which shall be the responsibility of the Association as provided in paragraph 3.2 hereinabove. Each Owner shall maintain his Living Unit and Lot in good, clean, serviceable and safe condition and repair. The exterior of all Living Units in a single building shall be painted at the same time in the manner provided in Section 4.3.

5.2 Repair after Casualty. If any Living Unit is damaged or destroyed by fire or other casualty, such Living Unit shall be promptly restored by the Owner thereof in accordance with the plans and specifications of such Living Unit as originally constructed, utilizing materials, exterior surfaces and color of paint as near to the original as possible.

5.3 Insurance. Each Owner shall maintain and keep in full force and effect and shall pay the premiums as the same become due and payable for fire and extended coverage insurance on such Owner's Living Unit in the amount of the full replacement cost thereof and shall, within 10 day after receipt of written notice from the Association, furnish to the Association a copy of the insurance policy required to be maintained, together with a copy of the paid receipt therefor.

5.4 Termite Guarantee and Service Agreement. Each Owner of a Living Unit shall keep and maintain in full force and effect and pay the premiums for a Termite Guarantee and Service Agreement on the Owner's Living Unit for the control of subterranean termites and other woodboring insects, issued by a firm licensed to do business in the State of Florida and approved by the Association. The Owner shall, within 10 days after receipt of written notice from the Association, furnish to the Association a copy of the Owner's Termite Guarantee and Service Agreement together with a copy of the paid receipt therefor.

5.5 Water Service and Sewage Disposal. Declarant shall have the right to designate a utility company which shall have the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. 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 such designated utility company or its successors or assigns. Nothing herein shall

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be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by the designated utility company 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 designated utility company shall have a non-exclusive perpetual and unobstructed easement and right in and to, over and under every Lot for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

5.6 Personal Obligation for Performance.

(a) In the event any Owner of a Lot shall fail or refuse to: (a) perform or contribute to the cost of any maintenance, repairs, replacements or restorations, as required herein; (b) maintain insurance and furnish proof thereof, as required herein; or (c) maintain the Termite Guarantee and Service Agreement and furnish proof thereof, as required herein (hereinafter referred to as "Delinquent Owner"), then the Association or any other Lot Owner (hereinafter referred to collectively as "Association"), may serve written notice upon the Delinquent Owner demanding that the Delinquent Owner perform or contribute to the cost of any maintenance, repairs, replacements, or restorations required herein; maintain insurance and furnish proof thereof as required herein; maintain Termite Guarantee and Service Agreement, and furnish proof thereof as required herein, as may be applicable, within thirty (30) days after the mailing of notice thereof by certified mail, postage prepaid, to the Delinquent Owner at such Owner's address as shown by the records of the Association. If, after the expiration of such thirty (30) day period, the Delinquent Owner has failed or refused to comply with the demands stated in the written notice, then the Association or Owner shall have the right to enter upon the Lot and Living Unit of the Delinquent Owner and may cause such maintenance, repairs, replacements and restorations to be made and purchase such insurance and Termite Guarantee and Service Agreement, and thereafter demand payment for the costs of any maintenance, repairs, replacements or restorations as required herein, contribution as required herein, and payment for the costs of said insurance and Termite Guarantee and Service Agreement. Notwithstanding the foregoing, in the event of an emergency, any Owner may proceed with emergency repairs, without prior notice, and thereafter demand contribution as herein provided.

(b) The cost of any maintenance, repairs, replacements or restoration as required herein, contributions, cost of insurance and Termite Guarantee and Service Agreement, together with interest thereon at the rate of eighteen percent (18%) per annum

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from the date said obligations are incurred by the Association, costs and reasonable attorney's fee shall be the personal obligation of the Delinquent Owner, which personal obligation shall be joint and several in the event one or more persons or entities constitute a Delinquent Owner. The personal obligation of a Delinquent Owner shall pass to his successors in title.

(c) The Association shall have a lien against the Lot of the Delinquent Owner for the cost of any maintenance, repairs, replacements or restorations required herein, contributions and costs of premiums of insurance and termite guarantee and service agreement together with interest thereon at the rate of eighteen percent (18%) per annum, costs and reasonable attorney's fees. Such lien shall attach as of the day the claim of lien is filed in the public records of Duval County, Florida, signed by the Association. Such claim of Lien shall state the description of the Lot and/or Tract affected thereby, the amount due and the date when due, and such lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for all sums secured by the lien without waiving the lien securing the same. Such claim of lien shall be subordinate to the lien of any prior recorded first mortgage.

ARTICLE 6

General Provisions

6.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

6.3 Amendments.

(a) Amendments or Additional Restrictions. The Declarant reserves and shall have the right (a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards herein contained; (b) to amend this Declaration of Covenants and Restrictions for the purpose of curing

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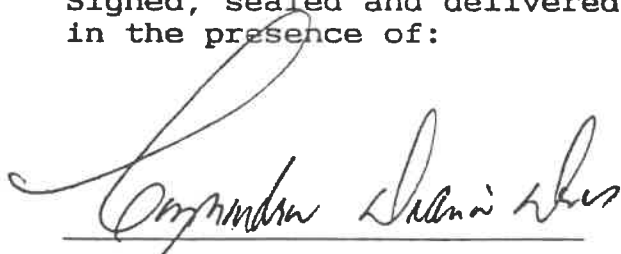
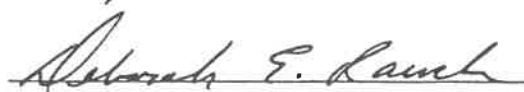
any ambiguity in or any inconsistency between the provisions contained herein or in the Plat of Ashley Green; (c) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the said land which do not lower the standards of any of the provisions of this Declaration; and (d) to amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development or Veterans' Administration; PROVIDED, HOWEVER, any amendment or additions to this Declaration shall be subject to approval by the United States Department of Housing and Urban Development or Veterans Administration, prior to their recording. In addition, Declarant shall have the right to release any Lot from any part of the provisions contained herein which have been violated, if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

(b) Amendment of Declaration with Consent of Owners. In addition to the rights of Declarant provided for in Section 6.4 hereof, the Owners of 75% or more of the Lots shall have the right to amend or alter this Declaration and any part thereof, PROVIDED, HOWEVER, any amendment or additions to this Declaration shall be subject to approval in writing by the United States Department of Housing and Urban Development or Veterans Administration, prior to their recording, provided no amendment shall adversely affect the Declarant or alter the rights or increase the obligations of the Class B Members of the Association.

6.4 FHA/VA Approval. As long as any Lot is subject to a mortgage insured by the Federal Housing Administration or guaranteed by the Veterans' Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dissolution of the Association and amendment of this Declaration of Covenants, Conditions and Restrictions.

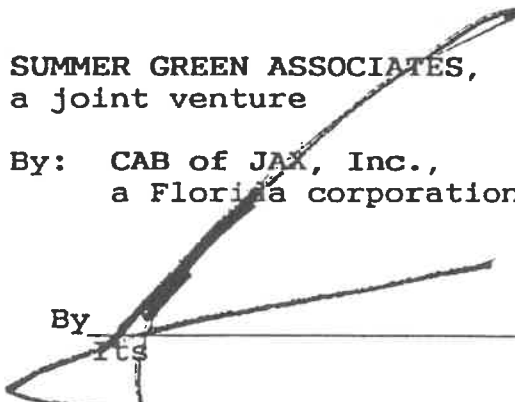
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 6th day of February, 1989.

Signed, sealed and delivered
in the presence of:

SUMMER GREEN ASSOCIATES,
a joint venture

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

By  its President
and

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Gregory E. Matamoros
Deborah E. Rauch

By: SUMMERHOMES INCORPORATED,
 a Florida corporation

By *Gregory E. Matamoros*
 Its Executive Vice President
 ("Declarant")

STATE OF FLORIDA
 COUNTY OF DUVAL

6th The foregoing instrument was acknowledged before me this
 day of February, 1989, by *Charles D. Deane, Sr.*
 the President of CAB OF JAX, INC., a general partner
 of SUMMER GREEN ASSOCIATES, a joint venture, on behalf of the
 Venture.

Gregory E. Matamoros
 Notary Public, State and County
 aforesaid
 My Commission expires:

(Notarial Seal)

Notary Public, State of Florida
 My Commission Expires Feb. 21, 1990
 Registered thru Troy Fols - Insurance Inc.

STATE OF FLORIDA
 COUNTY OF DUVAL

6th The foregoing instrument was acknowledged before me this
 day of February, 1989, by *Gregory E. Matamoros*
 the Exec Vice President of SUMMERHOMES INCORPORATED, a
 general partner of SUMMER GREEN ASSOCIATES, a joint venture, on
 behalf of the Venture.

Gregory E. Matamoros
 Notary Public, State and County
 aforesaid
 My Commission expires:

(Notarial Seal)

Notary Public, State of Florida
 My Commission Expires Feb. 21, 1990
 Registered thru Troy Fols - Insurance Inc.

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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

2/6/89

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 W. Taylor
Notary Public, State and County
aforesaid
My Commission expires:

(Notarial Seal)

Notary Public, State of Florida
My Commission Expires Feb. 15, 1992
Bonded Thru Troy Fahn - Insurance Inc.

074313

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

JUL 20 3 32 PM '89

RECORD VERIFIED

Stewart W. Boor

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
DUVAL COUNTY

I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 21 day of July, A.D., 1989.

HENRY W. COOK

Clerk, Circuit and County Courts
Duval County, Florida

By Donella Ginnin
Deputy Clerk

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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. (2)

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:
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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 designed 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 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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(e) 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. Replattting. 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

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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

OFFICIAL RECORDS

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:

Cayandra Raines
Vicki Johnson

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

6th The foregoing instrument was acknowledged before me this day of February, 1989, by Charles H. Bryan, 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 Fain - Insurance Inc.

STATE OF FLORIDA
COUNTY OF DUVAL

6th The foregoing instrument was acknowledged before me this day of February, 1989, by Gregory E. Matosian 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 Fain - 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 W. Taylor
 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 J. Hester
Notary Public, State and County
aforesaid

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

JUL 11 1 39 PM '89

RECORD VERIFIED
Henry W. Cook
CLERK OF CIRCUIT COURT

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1989
(Notarial Seal)

STATE OF FLORIDA
DUVAL COUNTY

I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 12 day of July, A.D., 19 89

HENRY W. COOK
Clerk, Circuit and County Courts
Duval County, Florida

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA
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RECORD VERIFIED
Henry W. Cook
CLERK OF CIRCUIT COURT

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