

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on June 19, 1997, as shown by the records of this office.

The document number of this corporation is N97000003550.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Nineteenth day of June, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

FILED

ARTICLES OF INCORPORATION

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FOR

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

A FLORIDA NONPROFIT CORPORATION

The undersigned, for the purpose of forming a nonprofit corporation under the Florida Not For Profit Corporation Act, Florida Statutes Chapter 617, do hereby make and adopt the following Articles of Incorporation:

Article 1. Name and Principal Office. The name of the Corporation is: MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC. The principal office of the Corporation and its mailing address is 23 Calle Hermosa, Pensacola Beach, Florida 32561.

Article 2. Not For Profit. The Corporation is a corporation not for profit as defined in Section 617.01, Florida Statutes (1995). The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation is distributable to or for the benefit of its Members, Directors or Officers, except to the extent permissible under law.

Article 3. Duration. The duration of the Corporation is perpetual.

Article 4. Purposes. The Corporation is organized, and shall be operated exclusively for, the following purposes:

A. To maintain, improve, insure, and take all other actions of any nature pertaining to the Common Areas of MANDAVILLA SUBDIVISION, a recorded subdivision, and to take all other actions pertaining to the operation and protection of said subdivision.

B. To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

C. To do such other things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them.

Article 5. Limitation. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Members, Directors or Officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 4 (Purposes) hereof.

Article 6. Members. The Corporation shall have Class "A" and Class "B" members as more specifically set forth in the Declaration of Covenants, Conditions and Restrictions for an Unplatted Development ("Declaration"), as recorded in the public records of Santa Rosa County, Florida. The name and address of each Member, until the recording of the Declaration, is as follows:

<u>Name</u>	<u>Address</u>
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Jo A. Hall, 23 Calle Hermosa, Pensacola Beach, Florida 32561	
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Article 7. Initial Registered Office and Agent. The street address of the initial Registered Office of the Corporation is 23 Calle Hermosa, Pensacola Beach, Florida 32561, and the name of its initial Registered Agent at that address is JO A. HALL, 23 Calle Hermosa, Pensacola Beach, Florida 32561.

Article 8. Initial Board of Directors. The management of the Corporation shall be vested in a Board of Directors. The number of Directors constituting the initial Board of Directors is three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three (3). The Voting Members shall elect the Directors at an annual meeting of Voting Members. The name and address of each initial Director of the Corporation is as follows:

<u>Name</u>	<u>Address</u>
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Jo A. Hall, 23 Calle Hermosa, Pensacola Beach, Florida 32561	
Michael O'Donovan, 12 Seashore, Pensacola Beach, Florida 32561	
Conna O'Donovan, 12 Seashore, Pensacola Beach, Florida 32561	

Article 9. Officers. The Officers of the Corporation shall consist of a President, Secretary, Treasurer and such other Officers and Assistant Officers as may be provided for in the Bylaws. Each Officer shall be elected by the Board of Directors (any may be removed by the Board of Directors) at such time and in such manner as may be prescribed by the Bylaws. The name and address of each initial Officer of the Corporation is as follows:

<u>Title</u>	<u>Name</u>	<u>Address</u>
President	Jo A. Hall	23 Calle Hermosa Pensacola Beach, Florida 32561
Vice President	Michael O'Donovan	12 Seashore Pensacola Beach, Florida 32561
Secretary/Treasurer	Conna O'Donovan	12 Seashore Pensacola Beach, Florida 32561

Article 10. Incorporators. The name and address of each Incorporator is as follows:

<u>Name</u>	<u>Address</u>
Jo A. Hall,	23 Calle Hermosa, Pensacola Beach, Florida 32561
Michael O'Donovan,	12 Seashore, Pensacola Beach, Florida 32561
Conna O'Donovan,	12 Seashore, Pensacola Beach, Florida 32561


Article 11. Indemnification. The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act.

Article 12. Bylaws. The Bylaws of the Corporation are to be made and adopted by the Board of Directors, and may be altered, amended or rescinded by the Board of Directors. The provisions of Section 607.081, Florida Statutes (1995), as amended from time to time, shall govern the Bylaws.


Article 13. Amendment. The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendment to them, and all rights and privileges conferred upon the Members, Directors and Officers are subject to this reservation.

Article 14. Non-stock Basis. The Corporation is organized and shall be operated on a non-stock basis within the meaning of the Florida Not For Profit Corporation Act, and shall not have the power to issue shares of any type or class of stock or other certificates or writings evidencing an ownership or proprietary interest in the Corporation.


IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation on this 29th day of May, 1997.



JO A. HALL



MICHAEL O'DONOVAN



CONNA O'DONOVAN

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, a Notary Public, personally appeared JO A. HALL, who is personally known to me, and is known to me to be the person described in the foregoing Articles of

Incorporation and who executed the foregoing Articles of Incorporation, and acknowledged before me that she subscribed to these Articles of Incorporation on the 29th day of May, 1997.

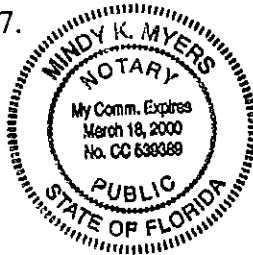


Mindy K. Myers
NOTARY PUBLIC - STATE OF FLORIDA
Typed Name: _____
My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, a Notary Public, personally appeared MICHAEL O'DONOVAN, who is personally known to me, and is known to me to be the person described in the foregoing Articles of Incorporation and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to these Articles of Incorporation on the 29th day of May, 1997.



Mindy K. Myers
NOTARY PUBLIC - STATE OF FLORIDA
Typed Name: _____
My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, a Notary Public, personally appeared CONNA O'DONOVAN, who is personally known to me, and is known to me to be the person described in the foregoing Articles of Incorporation and who executed the foregoing Articles of Incorporation, and acknowledged before me that she subscribed to these Articles of Incorporation on the 29th day of May, 1997.



Mindy K. Myers
NOTARY PUBLIC - STATE OF FLORIDA
Typed Name: _____
My Commission Expires: _____

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for **MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC.** at the place designated in the Articles of Incorporation, JO A. HALL agrees to act in this capacity, and agrees to comply with the provisions of Section 48.091 relative to keeping such office open.

DATE: 5/29/97



JO A. HALL

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS

OF

MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION.

The name of the corporation is MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION." The initial principal office of the corporation shall be located at 23 Calle Hejmosa, Pensacola Beach, Florida 32561, but meetings of members and directors shall be held at any place within Santa Rosa County, Florida, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS.

Section 1. "ASSOCIATION" shall mean and refer to MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the ASSOCIATION.

Section 3. "Common Area" shall refer to all real property (including any improvements thereto) now or hereafter owned by the ASSOCIATION for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any residential building site or parcel in the subdivision.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to H & H TRITON PROPERTIES, INC. and its respective successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to

the properties recorded in the public records of Santa Rosa County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the ASSOCIATION, and each subsequent regular annual meeting of the members shall be held in approximately the same week of the same month of each year thereafter at a time designated by the Board of Directors.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the ASSOCIATION, or supplied by such member to the ASSOCIATION for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No person shall hold more than three (3) proxies.

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

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a board of no less than three (3) directors, who need not be members of the ASSOCIATION.

Section 2. Term of Office. At the first annual meeting the members shall elect no less than three (3) directors. The members may prescribe terms of one, two, or three years for various directors in order to stagger terms of office.

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

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

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

ARTICLE V. NOMINATION AND
ELECTION OF DIRECTORS.

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or

their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS.

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The President may waive the necessity for any meeting upon determination that there is no business to come before it.

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

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

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

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

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

(b) suspend the right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the ASSOCIATION. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

(f) implement fines in an amount and in the manner authorized by Florida Statute 617.306(2), as the same may be amended from time to time.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

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

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

(f) pay all taxes imposed upon the common Area;

(g) cause the Common Area to be maintained; and

(h) perform any duties required by Florida Statute 617.301 through 617.312 (1995).

ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices. The officers of this ASSOCIATION shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of this ASSOCIATION shall be elected annually by the Board and each shall hold office until his or her successor is elected unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

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

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are

carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX. COMMITTEES.

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

ARTICLE X. BOOKS AND RECORDS.

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

ARTICLE XI. ASSESSMENTS.

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII. CORPORATE SEAL.

The ASSOCIATION shall have a seal in circular form having within its circumference the words: MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII. AMENDMENTS.

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

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

Section 3. HUD/VA has the right to veto Amendments to the Bylaws so long as there is a Class B membership.

ARTICLE XIV. MISCELLANEOUS.

Section 1. The fiscal year of the ASSOCIATION shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. The ASSOCIATION shall make available to unit owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Charter, By-Laws, and other rules concerning the project and the books, records, and financial statements of the ASSOCIATION. "Available" means available for inspection, upon request, during normal business hours and under other reasonable circumstances.

Section 3. Upon written request to ASSOCIATION, identifying the name and address of the holder, insurer, or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

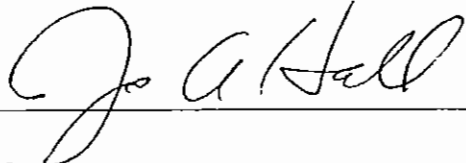
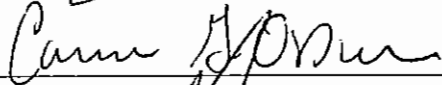

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owner's ASSOCIATION.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 4. To the extent the statute is applicable, the ASSOCIATION will comply with the requirements of Florida Statutes 617.301 THROUGH 617.312 (1995), as the same may be amended from time to time.

IN WITNESS WHEREOF, we, being all of the directors of MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 11th day of March, 1999.

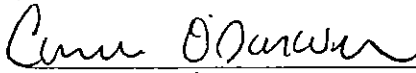




C E R T I F I C A T I O N

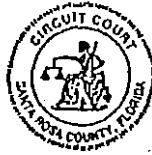
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of MANDAVILLA
SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida corporation,
and,

THAT the foregoing By-Laws constitute the original By-Laws of
said ASSOCIATION, as duly adopted at a meeting of the Board of
Directors thereof, held on the 11th day of March,
1999.

⋮

SECRETARY

PREPARED BY:
CHARLES L. HOFFMAN, JR.
SHELL, FLEMING, DAVIS & HEINKE
9TH FLOOR, 326 S. PALAFOX ST.
POST OFFICE BOX 1831
PENSACOLA, FLORIDA 32502-1122
SDRAM FILE NO.: M1743-22909



•• OFFICIAL RECORDS ••
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**MANDAVILLA SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made and entered into this 18th day of February, 1998, by H & H TRITON PROPERTIES, INC., as the owner of all property restricted hereby, hereinafter "DECLARANT" or "DEVELOPER."

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain property in Santa Rosa County, Florida, which is more particularly described as:

Mandavilla Subdivision, a subdivision of a portion of Section 25, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to plat recorded in Plat Book 6 at Page 54(1)(2) of the public records of Santa Rosa County, Florida;

NOW, THEREFORE, DECLARANT declares that, except as expressly provided otherwise below, all of the property described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Mandavilla Subdivision Homeowners Association, Inc.

SECTION 2. "Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the recording of the conveyance of the first lot by the DEVELOPER are the lands shown on the Plat which are designated as Wetlands, and the other common areas depicted on the Plat.

SECTION 3. "Declaration" shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

SECTION 4. "DECLARANT" and "DEVELOPER" shall mean and refer to H & H TRITON PROPERTIES, INC., its successors and assigns.

SECTION 5. "Lot" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Whenever herein a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owner's family, guests, tenants, and purchasers, pursuant to an unrecorded contract; provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants, or the Owner's purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

SECTION 7. "Plat" shall mean and refer to the Plat of Mandavilla Subdivision.

SECTION 8. "Conservation Areas" are those areas identified as jurisdictional ("Wetlands") by the Army Corps of Engineers on the recorded plat of Mandavilla Subdivision, and as more specifically described in the Declaration of Conservation Easements recorded in Official Records Book 1662 at Page 291 in the public records of Santa Rosa County, Florida.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

SECTION 2. The ASSOCIATION shall have two (2) classes of voting membership.

CLASS A. Class A members shall be all Owners with the exception of the DECLARANT (who shall become a Class A member as provided hereafter) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall become members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B. Class B members shall be DECLARANT and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on January 1, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote which is owned by said Class B member. The DECLARANT shall not exercise its voting rights granted to it under this Article II in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the DECLARANT, in any manner, in selling the Lots it has remaining, nor to affect any reservation or right of the DECLARANT contained herein, or elsewhere, so long as DECLARANT holds at least one (1) Lot for resale purposes.

ARTICLE III

ARCHITECTURAL CONTROL

SECTION 1. PRIOR APPROVAL. No house, building, fence, wall, mailbox, driveway, gate, light post, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected, or maintained upon any Lot or upon the Common Areas by any Owner, the Association, or anyone else, nor shall any exterior addition to, or change, alteration, or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan showing the nature, kind, shape, height, material, color, and location of same have been submitted to and approved, in writing, by the Architectural Review Committee (as well as payment of such reasonable, but uniformly imposed, fee as the Architectural Review Committee might from time to time establish) as complying with the standards generally set forth in SECTION 2 of this ARTICLE III. In the event the Architectural

Review Committee fails to approve or disapprove such design, plans, specifications, plot plans and/or landscaping plans within thirty (30) days after same have been received by said Committee, such approval will not be required and this covenant will be deemed to have been fully complied with.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall consist of at least three (3) members and shall originally be composed of members appointed by the DECLARANT. Upon occurrence of a vacancy on the Architectural Review Committee, or in the event a member of the Committee cannot or does not want to continue to serve, then a new member of the Committee, who need not be an Owner, shall be appointed to serve. A member of the Architectural Review Committee may be removed by two-thirds (2/3rds) vote of the Board of Directors of the Association. Appointment of a new member to the Architectural Review Committee shall be made by the originally named Committee members then serving on the Committee, and if there be no originally named Committee members then serving on said Committee, new members to the Committee shall be appointed by the Board of Directors of the Association. The members of the Architectural Review Committee shall not be entitled to any compensation for service performed pursuant to this Declaration. Decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch; shingle; and color); chimney; exterior siding (material and color); windows and trim; shutters (color and style); front doors; light poles; garage doors; location in relation to surrounding structures, topography; the type, kind and character of buildings, structure, and other improvements; and aesthetic qualities in general.

SECTION 3. SUBDIVISION STOP SIGNS AND OTHER ROAD SIGNAGE. As part of the initial development, the DECLARANT has constructed aesthetic-looking stop signs and other road signage. NOTICE IS HEREBY GIVEN to every owner of a lot that the Association will be responsible at its expense for replacing all stop signs and other road signage if the Association desires to maintain the same style as is currently in existence. At all times, such stop signs and road signage shall be in compliance with applicable county and state law. If Santa Rosa County, Florida, replaces any stop signs or other road signage, it will replace it with its standard signs, and the signage will not be in the same style as currently exists. If the Association should later decide to replace the standard signs with a more aesthetic style, the Association will be responsible for reimbursing Santa Rosa County, Florida, for the expense incurred by the County in buying and installing the replacement signage.

ARTICLE IV

USE RESTRICTIONS

The following restrictions shall be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant, in writing, waivers and variances from any of the following restrictions and from the setback requirements set forth on the recorded plat, utilizing the same standards of review as those set forth in ARTICLE III, SECTION 2, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the lot upon which same is located, and the neighborhood as a whole, and, that same is consistent with the first-class single family residential subdivision contemplated hereby. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

SECTION 1. USE. All Lots shall be occupied solely for residential purposes, and occupied by no more than one (1) single family residence, and shall not be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character. In addition, any rentals, which shall be for residential purposes only, shall be for no less than six (6) months.

SECTION 2. MINIMUM SQUARE FOOTAGE. No one-story residential structures shall be erected or placed on any Lot with a ground floor living area, exclusive of garages, porches, patios, and terraces, of less than One Thousand Eight Hundred (1,800) square feet, and no residential structure of more than one (1) story, exclusive of garages, porches, patios, and terraces, shall be erected or placed on any Lot having a ground floor area of not less than One Thousand Two Hundred (1,200) square feet, and a total floor area of not less than Two Thousand (2,000) square feet.

SECTION 3. STRUCTURES. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single family dwelling, a private garage or carport, attached or detached from the main dwelling. Any detached garage or carport shall be attractively designed and built in harmony of external design and location in relation to surrounding structures and topography and shall be located to the rear of the dwelling.

SECTION 4. MAINTENANCE. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. Failure to provide such maintenance shall be grounds for a lawsuit for any necessary or appropriate legal or equitable relief by any other Owner in the subdivision, the Association, the DEVELOPER and/or any appropriate governmental authority. This Section is not applicable to Owners until ten (10) days after Owner's residence shall be available for occupancy.

SECTION 5. PROHIBITED RESIDENCES. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse, or any other such similar structure or vehicle shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

SECTION 6. IMPROVEMENTS PRIOR TO CONSTRUCTION OF RESIDENCE. No vehicles, boats, or permanent or temporary structures or improvements, including, but not limited to, fences, walls, storage buildings, garages, carports, driveways, patios, swimming pools, water wells, utility poles, or tennis courts may be placed or erected on any Lot in the subdivision until the slab for the permitted single family dwelling has been completed.

SECTION 7. VEHICLES. Campers, motorbikes, boats, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from the Front Lot Line, except for short-term parking not exceeding a few hours duration. Storage of any such items in any other manner (such as in the road right-of-way or in any portion of the driveway) which is not out of view from the Front Lot Line is expressly prohibited.

SECTION 8. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the Owners of other Lots.

SECTION 9. PETS. No person shall have, keep or maintain on any Lot any fowl, reptiles or animals, domestic or otherwise, except dogs, cats, and other customary household pets, provided that such pets: (1) are not kept, bred, or maintained for commercial purposes; (2) are duly licensed, if applicable; (3) do not constitute a nuisance; and (4) are not permitted to be present

beyond the boundaries of the Owner's Lot without being caged or leashed.

SECTION 10. DUMPING. No garbage, rubbish, trash or other unsightly objects shall be stored on any of the Lots, or other Subdivision Property, or upon any property contiguous thereto. An industrial waste container must be used during construction of all houses.

SECTION 11. COMPLIANCE WITH LAW. All laws of the United States, the State of Florida, and the County of Santa Rosa, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, tree preservation, land use planning, dredging and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the Subject Property with respect to any such matters shall have a license to enter upon any of the Subject Property at all reasonable times to make such inspections and recommendations.

SECTION 12. WIRING. No above ground electric, telephone, cable television, radio, or any other such wiring or utility services shall be permitted.

SECTION 13. LOT SETBACKS. All structures shall be located within the front (street and side), rear, and side setback lines as set forth on the recorded plat for the subdivision. Notwithstanding the foregoing, waivers and variances from the setback requirements may be granted by the Architectural Review Committee in accordance with the standards set forth at the beginning of this ARTICLE.

SECTION 14. ANTENNAS. No outside antennas, poles, masts, windmills or towers shall be erected on any lot, except a dish antenna with a maximum diameter of twenty-four (24) inches. No dish antennas shall be visible from the street.

SECTION 15. CLOTHESLINES. Outside clotheslines or other items detrimental to the appearance of the subdivision shall not be permitted on any Lot.

SECTION 16. FENCES. No chain link fences except those required by applicable governmental regulations shall be allowed in the Subdivision. Any fence constructed shall be in conformity with the architectural design of the residential structure and shall be made of wood, brick, or other decorative material or shall consist of a growing hedge. No fence shall be erected nearer to the Front Lot Line of any Lot than the front line of the residential structure. All fences must be approved by the Architectural Review Committee.

SECTION 17. ADJACENT LOTS. An Owner of two (2) or more adjacent Lots may construct a swimming pool, tennis court, or other recreational facility on one (1) of such Lots provided the Owner has first constructed the residence and has first obtained the approval of the Architectural Review Committee. In the event any person shall purchase two (2) or more adjacent Lots or parts of lots and shall desire to construct a single dwelling on said adjoining Lots or parts of lots as one (1) building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between Lots shall be split between adjacent Owners with the same effect, except as prohibited by Subdivision rules and regulations of Santa Rosa County, Florida.

SECTION 18. TOPOGRAPHY. Any construction or grading to raise or lower the existing ground level or to otherwise affect the topo-

graphy shall require the approval of the DEVELOPER or Architectural Review Committee.

SECTION 19. SIGNS. No sign of any kind shall be displayed to public view on any Lot except the following:

- A. One (1) sign of not more than six (6) square feet advertising the property for sale or lease;
- B. One (1) sign of not more than six (6) square feet used by a builder during the construction period to advertise his construction marker; and
- C. A small name plate and/or street number identification marker, the design, color, location and specifications of which shall first be approved by the DEVELOPER.

SECTION 20. COMPLETION OF CONSTRUCTION. No building that is unfinished on the exterior shall be occupied. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within nine (9) months after commencement. The Architectural Review Committee may grant an extension after consideration of a written request stating in full the reasons for the requested extension.

SECTION 21. TREES. Trees with a diameter in excess of six (6) inches which are not located within the building footprint or driveway of each Lot shall not be cut without the approval of the Architectural Review Committee.

ARTICLE V

ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS. Each Owner of each Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) an annual assessment, and (b) any special assessments, both of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be a charge and a continuing lien upon the Lot against which such assessment is made from the time such assessment becomes due. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

SECTION 2. PURPOSE OF ASSESSMENTS. The annual assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of the Common Areas, and to provide for and promote the recreation, health, safety, and welfare of the Owners and their families.

SECTION 3. ANNUAL ASSESSMENT. Until January 1, 1999, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

A. From and after January 1, 1999, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1, 1999, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3rds) of the Owners who are voting in person or by proxy, at a meeting of the members of the Association duly called for this purpose.

C. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum assessment.

SECTION 4. SPECIAL ASSESSMENTS OR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association, or public property adjoining or in the vicinity of the Lots, 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 the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting of Owners called for the purpose of taking any action authorized under SECTIONS 3 or 4 of this ARTICLE shall be sent by United States mail, postage prepaid, to all affected Owners of record (as of thirty (30) days prior to date of mailing such notice) not less than fifteen (15) days nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast sixty percent (60%) of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of a subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5. UNIFORM RATE OF ASSESSMENT. The annual assessment and special assessments shall be fixed at a uniform rate for all Lots. However, notwithstanding any other provision elsewhere contained in this Declaration, DECLARANT shall not be obligated to pay any annual or special assessments while the DECLARANT is in control of the Association. During this period and pursuant to Florida Statutes 617.308, DECLARANT will be responsible for any operating expenses which exceed the assessments received from other members and other income of the Association.

SECTION 7. ASSESSMENT PERIODS AND DUE DATES. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The board of Directors of the Association shall fix the amount of the annual assessment for each Lot, at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every affected Owner. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessments. A properly executed and sealed 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.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from such date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Areas or abandonment of his or her Lot.

SECTION 2. SUBORDINATION OF ASSESSMENT LIEN TO FIRST MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which is originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, the DEVELOPER, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, liens, and charges imposed by the provision of this Declaration. Failure by the Association, the DEVELOPER, 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. If any court proceedings are required for the successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Association, the DEVELOPER, or Owner who initiates such successful judicial proceedings for the enforcement of said condition, restrictions, covenant, or lien.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

SECTION 3. DURATION AND AMENDMENT. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on any Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, unless amended by an instrument signed by two-thirds (2/3rds) of the then Lot Owners. After the initial forty (40) year term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, DEVELOPER reserves the right unto itself to amend this Declaration at any time within two (2) years after date hereof if doing so is necessary or advisable to accommodate FHA, VA, FIMA, or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the of the public records of Santa Rosa County, Florida.

SECTION 4. NON-LIABILITY OF ASSOCIATION. Neither the Association nor the DEVELOPER shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions, and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself. The Association shall defend, indemnify, and hold harmless the DEVELOPER and all Association officers and directors in any action brought for failure to enforce the conditions, restrictions, and covenants herein contained or for any violation of the restrictions by any Owner other than the DEVELOPER.

SECTION 5. MISCELLANEOUS. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek

permanent injunctive relief. In no event shall a violation of these conditions, restrictions, or covenants ever be interpreted to work a reverter or forfeiture of title.

SECTION 6. ANNEXATION. Additional residential property or Common Areas may be annexed to the subdivision with the recorded written consent of two-thirds (2/3rds) of the then Owners.

ARTICLE VII

COMMON AREAS

SECTION 1. OWNERS' EASEMENTS OF USE AND ENJOYMENT. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

B. The right of the Association to suspend the right of an Owner to use and enjoy any recreational facility situated upon the Common Areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3rds) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days and no more than sixty (60) days in advance; provided, however, that for a period of one (1) year from date of recording this Declaration, DEVELOPER may, without action of the Association, dedicate or convey any retention pond area, if any, to appropriate governmental entities who shall accept ownership and maintenance of said pond, and grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Areas which DEVELOPER, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;

D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgage in said properties shall be subordinate to the rights of Owners hereunder; and

E. The right of the Association to reasonably limit the use of the Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage, and the right of the Association to exercise such enforcement powers, including fines, as are authorized by applicable Florida Statutes, and its By-Laws.

SECTION 2. EASEMENTS.

A. DECLARANT does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under, and to all Common Areas into each and all law enforcement, fire fighting, and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation,

respond to public or private emergencies, or who provide public or private utility services.

B. DECLARANT does hereby reserve a nonexclusive perpetual easement and right of access across, under and to all Common Areas for construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as DEVELOPER deems appropriate or necessary in connection with the sale and development of the Subject Property as a subdivision.

SECTION 3. TITLE TO COMMON AREAS. DECLARANT hereby covenants for itself, its successors and assigns, that fee simple title to the Common Areas shown on the Plat shall, as of the time of recording of the plat be, without any further action required other than recordation of this Declaration, considered conveyed to the Association subject to the terms of this Declaration, the easements set forth herein, subsurface utility easements, easements then of record, taxes for the current year, and any prior reserved mineral interests.

SECTION 4. CONSERVATION RESTRICTIONS. All easements set forth in this Article VII shall be subject to the terms of the Declaration of Conservation Restrictions recorded in Official Records Book 1662 at Page 291 in the public records of Santa Rosa County, Florida.

ARTICLE VIII

CONSERVATION EASEMENT

Certain areas of the subdivision are encumbered by a "Declaration of Conservation Restrictions" granted by the DECLARANT to the Association with enforcement rights granted to the U.S. Army Corps of Engineers and other parties. All property in the subdivision encumbered by the Conservation Easement is subject to each of the specifications, rules, and limitations imposed by the Declaration of Conservation Restrictions.

IN WITNESS WHEREOF, the DECLARANT has executed this Declaration on this 18th day of February, 1998.

Signed, Sealed and Delivered
in the Presence of:

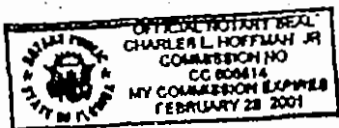
1. [Signature]
MICHAEL A. TRITON
2. [Signature]
[Name should be typed or printed below signatures]

H & H TRITON PROPERTIES, INC.

[Signature]
JO A. HALL, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This document was acknowledged before me this 18th day of February, 1998 by JO A. HALL, the President of H & H TRITON PROPERTIES, INC., on behalf of said Corporation, who is personally known to me or who produced identification.



[Signature]
TYPED NAME: Charles L. Hoffman Jr.
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: 2/28/01

Mary H. Johnson, Clerk Of Courts,
SANTA ROSA COUNTY

(2)

10-50

AMENDMENT TO MANDAVILLA SUBDIVISION DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, a Declaration of Covenants, Conditions and Restrictions ("Declaration") was executed on February 18, 1998 by H & H Triton Properties, Inc., which was recorded in OR Book 1685 at Page 1536 of the Public Records of Santa Rosa County, Florida; and

WHEREAS, H & H Triton Properties, Inc., is the current owner of all of the lots in the Mandavilla Subdivision; and

WHEREAS, H & H Triton Properties, Inc., pursuant to Article 6, Section 3, of the Declaration desires to amend the Declaration to fully comply with H.U.D., F.H.A., V.A. and other requirements; and

It is therefore agreed as follows:

1. Section 1 of Article VII is amended by adding the following:
(F) Notwithstanding the above, the common area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners, excluding H & H Triton Properties, Inc. as long as there is a Class B membership.
2. The following Section 7 is added to Article VI of the Declaration:
Section 7. Annexation of Additional Properties The dedication of additional common areas and the amendment of the Declaration requires H.U.D. and V.A. prior approval as long as there is a Class B membership.

IN WITNESS THEREOF, the Declarant has executed this Amendment to Declaration this 11th day of March, 1999.

SE

H & H Triton Properties, Inc.

By:

Jo A Hall

Its President

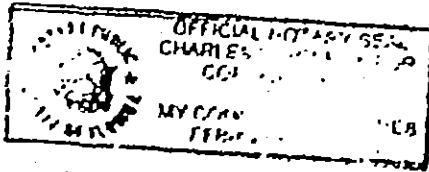
Charles L. Libbman Sr
Witness

Mary L. Mulcahy
MARY L. MULCAHY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This document was acknowledged before me this 11th day of March, 1999, by Jo A Hall the President of H & H TRITON PROPERTIES, INC., a Florida corporation, on behalf of said Corporation, () who is personally known to me or () who produced _____ as identification.



Charles L. Libbman Sr

NOTARY PUBLIC-STATE OF FLORIDA

Typed Name: _____

My Commission Expires 2/21/01

RESTATED ARTICLES OF INCORPORATION

FOR

MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

A FLORIDA NONPROFIT CORPORATION

The undersigned, in accordance with Chapter 617 of the Florida Statutes, and after compliance with Florida Statute 617.1002, do hereby make and adopt the following Restated Articles of Incorporation:

Article 1. Name and Principal Office. The name of the Corporation is: MANDAVILLA SUBDIVISION HOMEOWNERS ASSOCIATION, INC. The principal office of the Corporation and its mailing address is 6556 Casa Del Mar, Navarre, Florida 32556.

Article 2. Not For Profit. The Corporation is a corporation not for profit as defined in Section 617.011, Florida Statutes (1995). The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation is distributable to or for the benefit of its Members, Directors or Officers, except to the extent permissible under law.

Article 3. Duration. The duration of the Corporation is perpetual.

Article 4. Purposes. The Corporation is organized, and shall be operated exclusively for, the following purposes:

A. To maintain, improve, insure, and take all other actions of any nature pertaining to the Common Areas of MANDAVILLA SUBDIVISION, a recorded subdivision, and to take all other actions pertaining to the operation and protection of said subdivision.

B. To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

C. To do such other things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them.

Article 5. Limitation. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Members, Directors or Officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 4 (Purposes) hereof.

Article 6. Members. The Corporation shall have Class "A" and Class "B" members as more specifically set forth in the Declaration of Covenants, Conditions and Restrictions ("Declaration"), as recorded in the public records of Santa Rosa County, Florida. Each person who is a record owner of any lot in this subdivision is entitled to membership and voting rights in the association. Membership is appurtenant to, and separable from ownership of the lot. The name and address of each Member, until the recording of the Declaration, is as follows:

<u>Name</u>	<u>Address</u>
-------------	----------------

H & H Triton Properties, Inc.,	6556 Casa Del Mar Navarre, Florida 32566
--------------------------------	--

Article 7. Initial Registered Office and Agent. The street address of the initial Registered Office of the Corporation is 6556 Casa Del Mar, Navarre, Florida 32566, and the name of the Registered Agent at that address is JO A. HALL, 6556 Casa Del Mar, Navarre, Florida 32556

Article 8. Initial Board of Directors. The management of the Corporation shall be vested in a Board of Directors. The number of Directors constituting the initial Board of Directors is three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three (3). The Voting Members shall elect the Directors at an annual meeting of Voting Members. The name and address of each initial Director of the Corporation is as follows:

<u>Name</u>	<u>Address</u>
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Jo A. Hall,	6556 Casa Del Mar, Navarre, Florida 32566
Michael O'Donovan,	12 Seashore, Pensacola Beach, Florida 32561
Conna O'Donovan,	12 Seashore, Pensacola Beach, Florida 32561

Article 9. Officers. The Officers of the Corporation shall consist of a President, Secretary, Treasurer and such other Officers and Assistant Officers as may be provided for in the Bylaws. Each Officer shall be elected by the Board of Directors (any may be removed by the Board of Directors) at such time and in such manner as may be prescribed by the Bylaws. The name and address of each initial Officer of the Corporation is as follows:

<u>Title</u>	<u>Name</u>	<u>Address</u>
President	Jo A. Hall	6556 Casa Del Mar, Navarre, Florida 32566
Vice President	Michael O'Donovan	12 Seashore Pensacola Beach, Florida 32561
Secretary/Treasurer	Conna O'Donovan	12 Seashore Pensacola Beach, Florida 32561

Article 10. Incorporators. The name and address of the original Incorporators was as follows:

<u>Name</u>	<u>Address</u>
Jo A. Hall	23 Calle Hermosa, Pensacola Beach, Florida 32561
Michael O'Donovan	12 Seashore, Pensacola Beach, Florida 32561
Conna O'Donovan	12 Seashore, Pensacola Beach, Florida 32561

Article 11. Indemnification. The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act.

Article 12. Dissolution. If the Association is dissolved, the assets of the Association will be dedicated to a public body, or shall be conveyed to a non-profitable organizations with similar purposes.

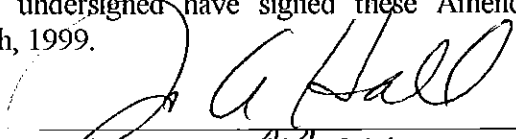
Article 13. Bylaws. The Bylaws of the Corporation are to be made and adopted by the Board of Directors, and may be altered, amended or rescinded by the Board of Directors.

Article 14. Amendment. The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendment to them, and all rights and privileges conferred upon the Members, Directors and Officers are subject to this reservation. Amendment of the Articles of Incorporation requires approval of at least two-third's (2/3) vote of the lot owners.

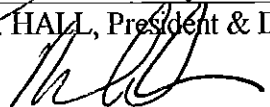
Article 15. Annexation. Annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the articles, requires prior approval of H.U.D./V.A. as long as there is a Class B membership.

Article 16. Non-Stock Basis The Corporation is organized and shall be operated on a non-stock basis within the meaning of the Florida Not For Profit Corporation Act, and shall not have the power to issue shares of any type or class of stock or other certificates or writings evidencing an ownership or proprietary interest in the Corporation.

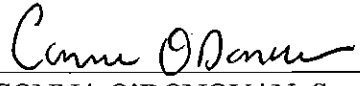
IN WITNESS WHEREOF, the undersigned have signed these Amended Articles of Incorporation on this 11th day of March, 1999.



 JOA. HALL, President & Director



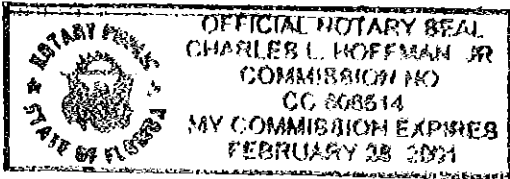
 MICHAEL O'DONOVAN, Vice President &
 Director

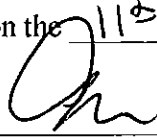


 CONNA O'DONOVAN, Secretary/Treasurer &
 Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, a Notary Public, personally appeared **JO A. HALL**, who is personally known to me, and is known to me to be the person described in the foregoing Articles of Incorporation and who executed the foregoing Restated Articles of Incorporation, and acknowledged before me that she subscribed to these Amended Articles of Incorporation on the 11th day of February, 1999.

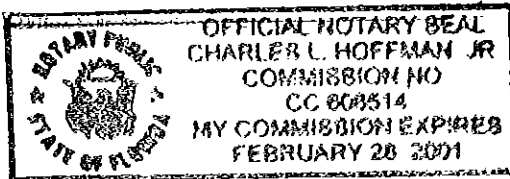





NOTARY PUBLIC - STATE OF FLORIDA
Name: _____
My Commission Expires: 2/28-1

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, a Notary Public, personally appeared **MICHAEL O'DONOVAN**, who is personally known to me, and is known to me to be the person described in the foregoing Articles of Incorporation and who executed the foregoing Restated Articles of Incorporation, and acknowledged before me that he subscribed to these Amended Articles of Incorporation on the 11th day of February, 1999.

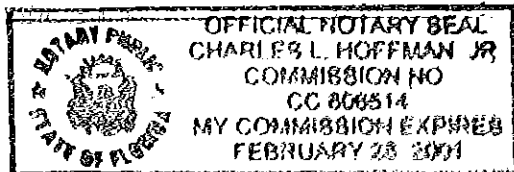





NOTARY PUBLIC - STATE OF FLORIDA
Name: _____
My Commission Expires: 2/28-1

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, a Notary Public, personally appeared **CONNA O'DONOVAN**, who is personally known to me, and is known to me to be the person described in the foregoing Articles of Incorporation and who executed the foregoing Restated Articles of Incorporation, and acknowledged before me that she subscribed to these Restated Articles of Incorporation on the 11th day of February, 1999.





NOTARY PUBLIC - STATE OF FLORIDA
Name: _____
My Commission Expires: 2/28-1