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DECLARATION OF COVENANTS AND RESTRICTIONS
HOMESTEAD ESTATES SUBDIVISION
ST. AUGUSTINE, FLORIDA 32086

THIS DECLARATION, made this day of , 1994, by
Homestead Estates Development Corporation, with its principal place
of business at 4213 Wicks Branch Road, St. Augustine, St. Johns
County, Florida. (hereinafter sometimes referred to as the
"Developer");

WITNESSETH:

WHEREAS, the Developer is the record owner in fee simple
absolute of certain real property located in St. Johns County,
Florida, and more particularly described in the "Schedule of Legal
Description" which is attached hereto as Exhibit "A" and made a
part here of, and

WHEREAS, in accordance with the applicable provisions of State
law and local ordinances, the Developer caused the above described
real property to be subdivided into a platted subdivision known as
"HOMESTEAD ESTATES SUBDIVISION", and a series of subdivision plats
thereof duly filed in the Office of Clerk of the Circuit Court,
St. Johns County, Florida on and recorded in Map
Book , at Pages , of the Public Records of St.
Johns County, Florida, and

WHEREAS, it is the present intention of the Developer to
develop Homestead Estate Subdivision as a low density, high
quality, residential subdivision, and

WHEREAS, the Developer has subdivided Homestead Estates
subdivision into dwelling units, and

WHEREAS, there is a need to specify, make and impose
covenants, and to grant necessary easements for the proper use of
the subdivision, and to provide for an effective administration of
the common areas and those areas designated as complying with the
requirements of the Florida Water Management District in the
subdivision, and

WHEREAS, the Developer has caused to be incorporated in
Florida, a nonprofit corporation known as Homestead Estates

Inv. Rec: Homestead Estates

Homeowners Association, Inc., which has been formed to manage the common areas, collect assessments, and generally provide for the orderly enjoyment of Homestead Estates and any future units of Homestead Estates subdivision hereafter filed by the Developer, and

WHEREAS, the developer has caused to be formed the Homestead Estates Architectural Control Committee to review, oversee, approve and restrict outside decor of finished structures. See Exhibit "D".

NOW THEREFORE, this Declaration is made, filed and recorded by the developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A" is and shall be held, transferred, sold, conveyed, given donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of St. Johns County, Florida.

ARTICLE 1

DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 - Definitions - The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

(a) "Association" shall mean and refer to Homestead Estates Homeowners Association, a Florida corporation not for profit, and its successors and assigns, the membership of which will be owners of "dwelling units" or "lots", not only of Homestead Estates Subdivision but also future units of Homestead Estates subdivision filed of record in St. Johns County, Florida, by the Developer.

(b) "Developer" shall mean and refer to Homestead Estates Development Corporation, its successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed or leased under a long term

lease to the Association and designated in the deed or lease as "common areas". The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of owners, persons occupying dwelling units on a house guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by said Association; provided, however, that any lands or other property which is leased to the Association for use as common areas or common property, shall lose its character upon the expiration of the lease.

(d) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42, F.A.C.

(e) "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the Homestead Estates subdivision and bearing a number upon the plat of said subdivision from 1 to 12 inclusive. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(f) "Dwelling Unit" shall mean an improved numbered parcel of ground as indicated on the recorded plat.

(g) "Subdivision" shall mean Homestead Estates Subdivision as recorded in Map Book , at pages , of the Public Records of St. Johns County, Florida.

(h) "Architectural Control Committee" shall mean a committee appointed by the Developer and, subsequently, the Homestead Estates Homeowners Association, in accordance with Section 2.3.

Section 1.2 - "Common Areas" - The Common Area property is described as follows: All areas designated on the plat of Homestead Estates Subdivision as recorded in the Public Records of St. Johns County, Florida, as being Common Areas.

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1 - No Building Permit shall be issued by the St. Johns County Building Department until a certificate of approval has been obtained from the Architectural Control Committee. No lot shall be used for any purpose except residential single family whose use shall be permitted in accordance with the St. Johns County Building and Engineering Department as regards a plat and recorded subdivision. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence (which shall not exceed 25 feet/2 stories in height) and at least an attached or detached two-car garage.

Section 2.2 - No building or structure, including an addition to a dwelling, shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the floor plan, elevation, site clearing plan, landscaping and sprinkler system, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. Further that each residence is required to install underground sprinkler system for the proper irrigation of installed landscaping and sodding. Required landscaping to be installed is a minimum of \$1,000.00 in plantings in the front yard and will sod and sprinkle the right of way, that area between the front or side property line and the paved street and that said installations shall be installed and in place within six (6) months after a Certificate of Occupancy has been issued for said dwelling. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such area being hereafter referred to as "grounds" shall be used for normal and customary yard purposes. No structure, including an

addition to a dwelling, shall be constructed or placed on grounds without the written approval of the Association, or except in accordance with regulation enacted by the Association. The term "structure" as used herein shall include, but is not limited to, homes, swimming pools, fences, walls, bar-b-que pits, television or radio antennas, satellite dish antennas, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statuen, tables, etc.

2.3 - The Architectural Control Committee shall be composed of not less than three (3) nor more than five (5) persons. The members of the Committee shall be appointed for staggered, three-year terms by Richard J. MacMullen. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, Richard J. MacMullen shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Developer. When the Developer deems the circumstances appropriate they shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of Homestead Estates Homeowners Association. The Association shall then appoint the membership of the Architectural Control Committee which shall assume the duties and perform the functions as set forth in this Declaration. After turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the Associations.

Section 2.4 - The Architectural Control Committee shall indicate its disapproval of the matters required in Section 2.2 hereof to be acted upon by them by written notice to the owner and served upon all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Control Committee shall be final. If the Architectural Control Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request of action is made and after a floor plan, elevations, site clearing plan and abbreviated specification (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the Architectural Control Committee.

Section 2.5 - All front, side and rear setback and lot line construction restrictions in the subdivision shall be as prescribed for single family residences by the zoning ordinance of St. Johns County, Florida. No structure shall exceed two stories in height (25 feet). No residence shall contain less than 1,750 square feet of enclosed living area, nor shall any residence contain less than 2,150 square feet of total area covered by roof (including garages and porches). Each garage shall be of sufficient size so as to accommodate at least two regular size automobiles.

Section 2.6 - No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent.

Section 2.7 - No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.8 - No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse or garage. No automobile, truck, or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage detached or attached to the residence.

Section 2.9 - No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over 10 weeks old shall not exceed four (4) in number.

In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats, or other domesticated household pets and specifically shall have the right (i) to require such animals to be leashed; (ii) to prohibit such animals from roaming at large beyond the confines

of their owner's property; (iii) to require that owners keep their pets from making such noises as disturb others; and (iv) to adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.10 - No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the house number and/or the name of the occupant of the residence located on said lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

Section 2.11 - No noxious or offensive activity shall be carried on or suffered to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may eminently become an annoyance or private or public nuisance.

Section 2.12 - No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly wood and underbrush. All incinerators or other equipment used for the collection, storage or disposal of solid waste material shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state and county environmental laws and ordinances.

Section 2.13 - Restrictions regarding the fences, wall, hedge or shrub planting on corner lots at intersections shall be as prescribed, from time to time, in the applicable provisions of the Zoning Ordinance of St. Johns County, Florida.

Section 2.14 - No wall, fence, or hedge over six feet in height shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type and location thereof have been approved by the Architectural Control Committee in accordance with the procedure and criteria set forth in Section 2.2 hereof. No wire fences may be installed from front of house to front lot line.

Section 2.15 - No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any lot.

Section 2.16 - No driveway shall be constructed, maintained, altered, or permitted to exist on any lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot. No driveway shall obstruct or impede the flow of surface drainage as required by the Florida Water Management permit. All driveways shall be required to use Cul-de-Sac roads as entrance and exits. No entrance and or exits off of Tall Trees Lane.

Section 2.17 - The owner shall assume and pay as and when the same shall become due the cost of the installation and maintenance of the underground utility system from primary utility lines.

Section 2.18 - Trees situated between the building set back lines as established by the zoning ordinances of St. Johns County and property lines, having a diameter of eight inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee. All request for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such tree(s).

Section 2.19 - Anyone violating the provisions of Section 2.18 will be required to replace such trees with trees of like size and condition within thirty days after demand by the Architectural Control Committee. If the owners fails or refuses to, replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot. The owner grants to the Architectural Control Committee, its agents, and employees an easement of ingress and egress over and across said lot to enable it to accomplish compliance with Section 2.18 and this Section.

Section 2.20 - No window air conditioners; units may be placed in windows facing a street.

Section 2.21 - Clotheslines are to be installed in least conspicuous place from view of street.

Section 2.22 - All fuel tanks to be installed on property shall either be underground or in the rear of the property and enclosed in a manner to be approved by the Architectural Control Committee.

Section 2.23 - Well, Water and Septic Tank Restrictions. At

lease the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements. If and when public (or private) central water and/or sewage treatment plant and collection systems are provided, each owner of a lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that owner's lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the governing agencies of St. Johns County. After such connection, each such property owner shall pay, when due, the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any march, lake, pond, park, ravine, drainage ditch or canal or access way. If said water septic is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

Section 2.24 - No changes in elevations of the land shall be made to any lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property.

Section 2.25 - There shall be no draining or artificial altering or changes in the course of the natural flow of water.

Section 2.26 - All driveways shall be continuous from the street to all garages, whether detached or attached, or used as circular drives and shall be constructed of concrete or asphalt, or other such non-porous surfaces as shall be approved by the Architectural Control Committee.

Section 2.27 - No paper receptacles shall be placed or erected on private or right of way property.

ARTICLE III

ASSOCIATION

Section 3.1 - To effectively and efficiently provide for the administration of the common areas by the owners of lots or dwelling units in Homestead Estates subdivision, and future units hereafter filed by the Developer, a non-profit corporation (known and designated as Homestead Estates Homeowner's Association, a non-profit Florida Corporation), has been created. The Association shall manage the common areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provision of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C" respectively, and such documents are expressly made a part hereof.

Section 3.2 - The owner of each lot or dwelling unit within Homestead Estates subdivision and future units of Homestead Estates subdivision filed in the Public Records of St. Johns County, Florida, by the Developer, shall automatically become members of the Association upon his or her acquisition of and ownership interest in title to any lot or dwelling unit. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3 - No person, corporation, or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Section 3.4 - In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this

Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulation governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may, from time to time, deem appropriate and in the best interests of the Association.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 - Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every lot and dwelling unit shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (A) All annual assessments or charges and,
- (B) All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessments is made. Each such assessment (together with such interest thereon and the cost of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a residential lot or dwelling unit, such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection cost, and attorneys' fees.

Section 4.2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, enlargement, and operation of the private utilities, common areas and properties and to provide services which the Association is authorized to provide including but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repairs,

replacement, and to acquire additions to the common areas and properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Area and property at the time of the conveyance to the Association. No initiation fee may be charged to members of the Association as a pre-condition to use such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3 - The initial regular monthly assessment is hereby set at the rate of \$25.00 per lot or dwelling unit. Lots or dwelling units owned by Developer shall not be subject to assessments, either regular or special. Developer guarantees the initial assessment shall not exceed \$25.00 per month per lot or dwelling unit until the owners have, excluding the Developer, 75% of the votes in the Association. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the Directors of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying and emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association. Anything in the preceding paragraph to the contrary notwithstanding, after the date of conveyance of a lot or dwelling unit by the Developer to an owner, the owner shall not be obligated to pay the regular monthly assessment until the first day of the month following the transfer of ownership of said lot or dwelling unit. The owner shall commence paying the regular monthly assessments then in force and effect.

Section 4.4 - Nothing herein shall prohibit the owner of a dwelling unit from leasing such dwelling unit and requiring the tenant of such dwelling unit to reimburse the owner for the monthly assessment against said dwelling unit. In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as tenant has legal possession of the dwelling unit. On the first day of each month the owner of any dwelling unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of such dwelling unit as of that date.

Section 4.5 - Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten per cent (10%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas, by abandonment of the lot or dwelling unit, by extended absence from the subdivision, or by or for any other reason, except as provided in Section 4.3.

Section 4.6 - The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.7 - All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a lot or dwelling unit may be commingled with monies collected from other owners.

Section 4.8 - Although all funds and other assets of the

Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.9 - Recognizing that proper management and operation of the common area and property (including improvements thereto) result in benefit to all members of the association, the association is hereby granted a lien upon all real property within Homestead Estates subdivision, and the present and future interest of each member of the Association in the common area and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the cost and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provision of this Declaration.

Section 4.10 - The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the state of Florida. The lien granted herein shall also secure such payment of or advance for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the association in order to protect its interest, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 - All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided therein.

Section 4.12 - The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

ARTICLE V

AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of Homestead Estates Subdivision.

In addition to the manner of amendment set forth in the preceding paragraph, the record owners of ninety percent (90%) of lots or dwelling units in Homestead Estates Subdivision, and any future units of Homestead Estates Subdivision recorded by the Developer may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least ninety per cent (90%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall

not be necessary for the record owners to join in any document to effectuate such amendment.

ARTICLE VI

USE OF COMMON PROPERTY

The common areas, as hereinabove specifically described, or hereafter designated by developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of lots and dwelling units lying within Homestead Estates Subdivision, as herein above described, and any future unit of Homestead Estates Subdivision hereinafter filed in the Public Records of St., Johns County, Florida, by Homestead Estates Development Corporation, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonable intended, and for the quiet enjoyment of said owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any dwelling unit or lot in any existing unit of Homestead Estates subdivision or any future unit of Homestead Estates Subdivision hereafter filed in the Public Records of St. Johns County, Florida, by Homestead Estates Development Corporation, each such person does agree to abide by and comply with all rules and regulation promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulation is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by Homestead Estates Development Corporation.

ARTICLE VII

USE OF PROPERTY

Surface Water or Stormwater Management System - The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water

Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE VIII

AMENDMENT

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE IX

ENFORCEMENT

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE X

COVENANTS AGAINST PARTITION

AND

SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any lot or dwelling unit within Homestead Estates subdivision, and any future unit of Homestead Estates subdivision hereinafter filed in the Public Records of St. Johns County, Florida, by Homestead Estates Development Corporation, is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interest of all of the owners that the membership in the common areas be retained by the owners of lots and dwelling units, it is therefore declared that the membership rights of any owner in the common area shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas. In addition, there shall exist no right to transfer the membership rights in the common

areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the lot or dwelling unit in Homestead Estates subdivision and any future unit of Homestead Estates subdivision hereinafter filed in the Public Records of St. Johns County, Florida, by Homestead Estates Development Corporation, provided, however, that nothing herein shall preclude a conveyance by the developer herein of any undivided interest in the common areas to the owners of lots or dwelling units within the subdivision for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a lot or dwelling unit in Homestead Estates subdivision shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

ARTICLE XI

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute an equitable servitude upon the owner of each lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument, signed by seventy-five per cent (75%) of the then recorded owners of the lots or dwelling units in Homestead Estates subdivision is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provision of this Declaration.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

Homestead Estates Development Corporation

By: Richard J. MacMullen
its President
Attest: Shirley M. MacMullen
its Secretary

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this day of November 1994, by Richard J. MacMullen and Shirley MacMullen, on behalf of Homestead Estates Development Corporation.

Shirley M. MacMullen
Notary Public, State of Florida at Large
My Commission Expires:
June 2, 1995
Notary Public, State of Florida
My Commission Expires June 2, 1995
Bonds & Insurance Inc.

O.R. 1081 PG 0777

EXHIBIT "A"

A PARCEL OF LAND IN THE FALANY GRANT, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING PART OF THAT LAND DESCRIBED IN DEED BOOK 17, PAGE 603, PUBLIC RECORDS OF SAID COUNTY, CONTAINING 6.4962 ACRES MORE OR LESS AND BEING FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WILDWOOD DRIVE, A 66 FOOT WIDTH COUNTY ROAD, WITH THE WEST RIGHT OF WAY LINE FOR THE FLORIDA EAST COAST RAILWAY COMPANY'S MOULTRIE CUTOFF; THENCE NORTH 89 DEGREES 26 MINUTES 00 SECONDS WEST, ON SAID NORTH LINE OF ROAD, 187.19 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 89 DEGREES 26 MINUTES 00 SECONDS WEST, ON SAID NORTH LINE OF ROAD, 375.48 FEET; THENCE NORTH 06 DEGREES 39 MINUTES 56 SECONDS WEST, ON THE WEST LINE OF FOX'S CUT, ALSO BEING THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9, PAGE 387, PUBLIC RECORDS OF SAID COUNTY, 704.61 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 00 SECONDS EAST 434.17 FEET; THENCE SOUTH 01 DEGREE 53 MINUTES 30 SECONDS EAST, ON THE WEST LINE OF LANDS NOW OR FORMERLY OF SPITLER, 699.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

BY - LAWS

HOMESTEAD ESTATES HOMEOWNERS ASSOCIATION, INC.
(A NON-PROFIT FLORIDA CORPORATION)

ARTICLE I

Section 1 - Personal Applications. All present or future owners, tenants, and future tenants of Homestead Estates Subdivision, as per map in Map Book , pages Public Records of St. Johns County, Florida, and any future units of Homestead Estates Subdivision hereafter filed in the Public Records of St. Johns County, Florida by Homestead Estates Development Corporation, are subject to residential or commercial property in Homestead Estates subdivision, or any future units of Homestead Estates subdivision filed by Homestead Estates Development Corporation in the Public Records of St. Johns County Florida, or the mere act of occupancy or use of any said property will signify that these By-Laws are accepted, ratified and will be complied with.

ARTICLE II

Section 1. Voting - Voting shall be based on one vote for each lot or one vote for each proposed dwelling unit or dwelling unit and the purchaser owner of each lot or dwelling unit, but not the developer of each lot or dwelling unit, shall be personally liable for all assessments against said lot or dwelling unit as per the duly recorded Declaration of covenants and Restrictions regarding HOMESTEAD ESTATES SUBDIVISION referred to above, and to which these BY-LAWS are attached as an Exhibit, and any future Declaration of covenants and Restrictions pertaining to future units of HOMESTEAD ESTATES SUBDIVISION hereafter filed in the Public Records of St. Johns County, Florida, by HOMESTEAD ESTATES DEVELOPMENT CORPORATION.

Section 2. - Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners as well as the developer holding 51 per cent of the votes. There shall be twelve (12) memberships initially, each membership being entitled to one (1) vote. The Developer, HOMESTEAD ESTATES DEVELOPMENT CORPORATION, shall be a member of the organization so long as it

holds title to any property in HOMESTEAD ESTATES SUBDIVISION, or any future units. The Developer reserves the right to vote all memberships not owned by other members of HOMESTEAD ESTATES HOMEOWNER'S ASSOCIATION. The Developer anticipates there shall be twelve (12) lots or dwelling units in the development of all units of HOMESTEAD ESTATES SUBDIVISION, including future units upon completion of the development of all phases of HOMESTEAD ESTATES SUBDIVISION. In the event there are more than 12 lots or dwelling units, then the number of memberships shall automatically be increased by the actual number of lots or dwelling units existing and the number of votes shall be increased to correspond with the number of memberships.

Section 3. Quorum - Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 2 of this Article, shall constitute a quorum.

Section 4. Proxies - Votes may be cast, in person or by proxy. The Board of Directors of the Association shall have the right to appoint a proxy committee, and the proxy committee appointed by the Board of Directors shall be entitled to cast the vote for the person signing the proxy. The proxies shall be mailed out to all persons entitled to vote at least fifteen (15), but not more than thirty (30) days, prior to a meeting of the Association, and any person wishing to vote by proxy shall have his proxy properly signed and in the hands of the Secretary at least five (5) days prior to the date of the meeting.

ARTICLE III

Section 1. Association Responsibilities - The Membership as defined in Section 3.2 of Article III of the Declaration of Covenants and Restrictions of HOMESTEAD ESTATES SUBDIVISION, to which these By-Laws are attached as an Exhibit, which constitutes the Association of Owners (hereinafter referred to as "Association") will have the responsibility of administering the common areas, approving the annual budget, establishing and collecting monthly assessments. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of members.

Section 2. Place of Meetings - Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings - The annual meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

Section 4. Special Meetings - It shall be the duty of the President to call a special meeting of Members as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings - It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing of a notice by United States Mail, postage prepaid, shall constitute notice served.

Section 6. Adjourned Meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either by proxy or in person, may adjourn the meeting to a time not more than forth-eight (48) hours from the time the original meeting was called.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. .. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of not less than three (3) nor more than five (5) members. The members of the initial Board need not be owners or tenants of HOMESTEAD ESTATE SUBDIVISION referred to above.

Section 2. - Power and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members.

(a) Duties - The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management

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District permit No. _____ requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

(b) Powers - The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance system.

Section 3. - Other Duties - In addition to the duties imposed by these By-Laws, or by resolution of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep, and surveillance of the common areas, front entrance, vegetation buffer lying along Wildwood Drive, and such property as may be designated by the Developer for the use of the Homeowners Association. Such property shall be under the ownership and is to be maintained by the Homeowners Association and will be for exclusive use by the Association and their guests. The Association shall also have the obligation, for the care, upkeep, and surveillance of the islands lying within the road right-of-ways.

(b) In addition the assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

(c) Collection of monthly assessments from the owners, and setting the monthly assessment. The assessment shall be effective upon its adoption and shall be due quarterly.

(d) Notice of the amount of such assessment shall be given to each owner personally or by mail, telephone or telegraph. Assessments remaining unpaid for thirty (30) days after the due date shall constitute a lien on said property and bear interest at the rate of ten (10) per cent per annum until paid in full. Enforcement of the lien shall be by the foreclosure and in such event, the Board shall be entitled to reasonable reimbursement for attorney's fees and court costs.

(e) shall, at its option, adopt any rules and regulations which are, or which may become relative to the general use of the common areas which are subject to the use of all members.

Section 4. Vacancies - Vacancies in the Board of Directors

caused by any reason other than the removal of a Director by a majority vote of the members shall be filled by the vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be Director until a successor is elected at the next annual meeting of the Association.

Section 5 - Removal of Directors. At the regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the voting members present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6 - Organization of Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7 - Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least fifteen (15) days prior to the day named for such meeting.

Section 8 - Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 9 - Waiver of Notice - Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director of any meeting of the Board shall be a waiver of notice by him of the time and place

O.R. 1081 PG 0783

thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10 - Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of a business, and the acts of the majority of the Directors present at a meeting at which a quorum is present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

ARTICLE V

OFFICERS

Section 1 - Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2 - Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3 - Removal of Officers. Upon affirmative vote by a majority of the Board of Directors present at any regular or special meeting, any officer may be removed either with or without cause. The Board may, at such meeting, elect a successor for the removed officer.

Section 4 - President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of the president of an association including, but not limited to, the power to appoint committees from among the members; from time to time he may, in his discretion, decide and acquire the necessary staff appropriate to assist in the conduct of the affairs of the association.

Section 5 - Secretary - Treasurer. As Secretary, he/she shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he/she shall have charge of such books and papers as the Board of Directors may direct and he/she shall in general, perform all of the duties incident to the office of the Secretary. As treasurer, he/she shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name; and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE VI

OBLIGATION OF THE OWNERS

Section 1. Assessments. All of the members, but excluding the Developer, are obligated to pay monthly assessments imposed by the Board of Directors to meet all project communal expenses, including specifically but not by way of limitation, fire and extended coverage and vandalism and malicious mischief and public liability insurance, amortization of mortgages, and taxes on the common areas.

Section 2. Maintenance and Repair.

(a) Every member must perform all maintenance, upkeep and repair work within his own lot or dwelling unit which, if omitted, would detrimentally affect the aesthetic appearance of the subdivision or a part belonging to the other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) A member shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the communal facilities damaged through the fault of any agent, guest or lessee of such member.

Section 3. Use of Property. Usage of all property shall be limited to usage as described by duly regulated ordinances now in effect or may become if effect, in the County of St. Johns, Florida, and further limited by the Declaration of Covenants and Restrictions of HOMESTEAD ESTATES SUBDIVISION referred to above to which these By-Laws are an Exhibit.

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ARTICLE VIII
PROPERTY

ARTICLE VIII

Section 1. By-Laws, two-thirds (2/3) of the members.

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The Association shall, in no way, SUBDIVIDE SUBDIVISIONS, Florida, County, Johnas

EXHIBIT "C"

ARTICLES OF INCORPORATION
OF

HOMESTEAD ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Non-Profit Florida Corporation)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, in accordance with the provisions of the statutes of said State, providing for the formation, liabilities, rights, privileges, and immunities of corporation not for profit.

ARTICLE I

The name of this corporation shall be HOMESTEAD ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

PURPOSES OF ORGANIZATION

The general nature of the business to be transacted is as follows:

(a) To enforce the terms, covenants, conditions and restriction appertaining to HOMESTEAD ESTATES SUBDIVISION, recorded in the Public Records of St. Johns County, Florida, in Map Book, Pages and any future units of HOMESTEAD ESTATES SUBDIVISION, recorded in the Public Records of St. Johns County, Florida, by HOMESTEAD ESTATES DEVELOPMENT CORPORATION.

(b) To establish and collect assessments from the lot owners for the purpose of operating, maintaining, repairing, improving, and administering said property and to collect and enforce liens for such assessments, by suit, if necessary.

ARTICLE III

QUALIFICATIONS OF MEMBERS AND MANNERS
OF THEIR ADMISSION

Any person, firm, corporation, or other business entity coming within the following categories shall automatically become members of the Association:

(a) The record title holder of a present vested fee simple interest in any lot or dwelling unit of HOMESTEAD ESTATES SUBDIVISION, or any future unit of HOMESTEAD ESTATES SUBDIVISION, hereafter filed in the Public Records of St. Johns County, Florida, by HOMESTEAD ESTATES DEVELOPMENT CORPORATION.

(b) If the record title holder described in paragraph "a" designated in writing to the Secretary of this Association, the tenant shall be a member of this Association. However, the owner's membership privileges during the period of such tenancy shall abate and shall be exercisable only by the tenant; when the tenancy ceases to exist the owner of such dwelling unit shall so certify to the secretary of this Association, and the owner shall be entitled to all membership privileges unless a new tenant is in possession of the dwelling unit.

(c) The memberships of any tenant or record owner shall automatically terminate when such person is no longer entitled to immediate possession and enjoyment of a lot or dwelling unit in HOMESTEAD ESTATES SUBDIVISION or any future units of HOMESTEAD ESTATES SUBDIVISION, hereinafter filed in the public records of St. Johns County, Florida, by HOMESTEAD ESTATES DEVELOPMENT CORPORATION.

(d) When a corporation or partnership is an owner or tenant of a dwelling unit or lot, only the President of the corporation or its designate or the senior partner shall be entitled to exercise membership privileges.

ARTICLE IV

TERM OF EXISTENCE

Section 1. EXISTENCE AND DURATION - Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE V

DISSOLUTION LANGUAGE

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system

must be transferred to and accepted by an entity which would comply with section 40C-42.027, F.A.C, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI

NAMES AND RESIDENCE OF SUBSCRIBERS

Richard J. MacMullen
4213 Wicks Branch Road
St. Augustine, Florida 32086

Shirley M. MacMullen
4213 Wicks Branch Road
St. Augustine, Florida 32086

ARTICLE VII

MANAGEMENT AND TIME OF ELECTION

(a) The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) members.

(b) Directors shall be elected by the voting membership at the regular annual meeting of the membership of the corporation to be held on the second Saturday of March, of each year, at such place as may be designated by the Board.

(c) All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members of the corporation, a President, Vice-President, Secretary/Treasurer, and such other officers as it may deem desirable.

ARTICLE VIII

NAME OF OFFICERS

The names of the officers who shall serve until the first election are as follows:

O.R. 1081 PG 0789

PRESIDENT/SECRETARY: Richard MacMullen
4213 Wicks Branch Road 32086
St. Augustine, Florida

VICE PRESIDENT/TREASURER: Shirley MacMullen
4213 Wicks Branch Road 32086
St. Augustine, Florida

ARTICLE IX

BOARD OF DIRECTORS

The following two (2) persons shall constitute the first Board of Directors. Said first Board of Directors may appoint three (3) successors to serve as an interim Board of Directors until the first election of the Board of Directors at the first regular annual meetings of the members.

Richard J. MacMullen, 4213 Wicks Branch Road, St. Augustine,
Florida 32086

Shirley M. MacMullen, 4213 Wicks Branch Road, St. Augustine,
Florida 32086

ARTICLE X

BY-LAWS

The By-Laws of this corporation may be made, altered, amended, or rescinded by such modification signed by at least a two-thirds (2/3) vote of all members of the Association.

ARTICLE XI

AMENDMENT OF ARTICLES OF INCORPORATION

Section 1. An affirmative vote of seventy-five percent (75%) of the qualified voting members of the corporation shall be necessary to amend these Articles of Incorporation.

ARTICLE XII

No dividend shall be paid and no part of the income shall be distributed to its members, directors or officers. The corporation may, however, pay a reasonable amount to its members, directors and officers for services rendered, and may confer benefits upon its

members in conformity with the purposes set forth in Article II, and upon dissolution or final liquidation, may make distribution to its members, as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be determined to be a dividend or a disbursement of income.

WITNESS THE HANDS AND SEALS of the incorporators and subscribers, in St. Johns County, State of Florida, this day of

Richard J. MacMullen
Shirley M. MacMullen
 Richard J. MacMullen
 Shirley M. MacMullen

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, this day of *October*, 1994, by RICHARD J. MACMULLEN and SHIRLEY M. MACMULLEN.

James P. Morris
 Notary Public, State of Florida
 My Commission Expires:
September 2, 1995
James P. Morris
 My Commission Expires: *September 2, 1995*

O.R. 1081 PG 0791

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

In pursuance of Chapter 48.091, Florida statutes, the following is submitted, in compliance with said Act.

First - That HOMESTEAD ESTATES HOMEOWNER'S ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation at the City of St. Augustine, County of St. Johns, State of Florida, has named JOHN MICHAEL TRAYNOR, ESQUIRE, as agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

John Michael Traynor, Esquire

EXHIBIT "D"
ARCHITECTURAL CONTROL COMMITTEE

No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered, or maintained upon any portion of said lots unless a complete set of plans and specifications therefore, including the exterior color scheme, landscaping with sprinkler system, together with a plot plan indicating the exact location on the building site shall have been submitted to and approved in writing by the Committee or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the committee. Said committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in HOMESTEAD ESTATES SUBDIVISION. Such plans and specification shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of their non-compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of reasonable dissatisfaction of the Committee or its agent with the grading plan, locations of the structure on the building site, the engineering, color scheme, finish design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or because if its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

The Committee shall be authorized to establish further reasonable rules and regulation for approval of plans as required by this Article and for approval of interpretation of other matters and things requiring the approval of interpretation of the committee as otherwise set forth in the restrictions.

The approval of the Committee for use on any lot of any plans of specifications submitted for approval, as therein specified,

shall not be deemed to be a waiver by the Committee of its rights to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other lots.

If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

Any agent or officer of the Committee may from time to time, at any reasonable hour or hours, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions, hereof, and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and recaptured for in writing, then such approval will not be required provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirement of residences shall conform with the requirements contained in these restrictions.

Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.