

O.R. 841 PG 1665

This Instrument Prepared By:  
JOHN D. BAILEY, JR.  
Upchurch, Bailey and Upchurch, P.A.  
780 North Ponce de Leon Blvd.  
St. Augustine, Florida 32085

89 31212

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR PINE LAKES**

**THIS DECLARATION**, made as of the date hereinafter set forth, by **CEDARS DEVELOPMENT OF ST. AUGUSTINE BEACH, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of the following described real property, situated, lying and being, in St. Johns County, Florida; and

**WHEREAS**, the following described real property is not subject to any covenants or restrictions of record; and

**WHEREAS**, Declarant desires to place covenants and restrictions of record as to the real property hereinafter set forth, and to limit the use of same as set forth hereinafter.

**WHEREAS**, Declarant deems it desirable to create a not for profit association to manage the property. The association shall own, maintain and administer all the common property as hereinafter defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and collect and disburse the assessments hereinafter created.

**NOW, THEREFORE**, Declarant hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

**All the land described and contained in the Plat of Pine Lakes, according to Plat thereof recorded in Map Book 23, Pages 41 and 42, Public Records of St. Johns County, Florida.**

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restrictions to run with said real property and binding on all parties having any right, title or interest in the real property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Pine Lakes of St. Augustine Homeowners' Association, Inc., its successors and assigns.

1.3 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.4 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.5 "Common Property" shall mean and refer to those tracts of land deeded to the Association for the common use and enjoyment of the owners and their guests and invitees and all improvements constructed thereon. All common property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations

adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.6 "Declarant" shall mean and refer to Cedars Development of St. Augustine Beach, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.7 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.8 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.9 "Property" shall mean and refer to that certain real property described on page 1 hereof, together with improvements thereon and any additional contiguous property made subject to this Declaration.

**ARTICLE II**  
**PROPERTY RIGHTS**

2.1 Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property 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 suspend the voting rights and right to use of any recreational facilities located on the Common Property by an Owner for any period during which any Assessment against

his Lot remains unpaid; and for a period, not to exceed 60 days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or public or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(b) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property or for purposes of storm water management and the right of the Board to acquire, extend, terminate or abandon such easement.

(c) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (b) for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

(d) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(e) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owner's rights therein.

(f) The right of the Board of Directors to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

**2.2** Any owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

**2.3** The Declarant may convey the Common Property to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be

Subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Property which are not adverse to the Owners.

**ARTICLE III**

**ARCHITECTURAL CONTROL**

**3.1** No buildings or structures, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the property, nor shall any grading, excavating, or tree removal be commenced, nor shall any exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within five (5) business days following delivery of same to the Architectural Control Committee by the applicant.

The approval or disapproval of the Architectural Control Committee as required herein shall be in writing and shall be mailed or delivered to the applicant who shall then reclaim such approved or disapproved plans from the Architectural Control Committee. In the case of disapproval, the Architectural Control Committee shall include a statement of the reasons for disapproval. Failure of the Architectural Control Committee to give either written approval or disapproval of a submitted plan within five (5) business days after delivery of the plan, by mailing or delivering such written approval or disapproval to the applicant's last known address, shall operate to release such lot from the Architectural Control provisions of these restrictions as to

the submitted plan. Provided, this shall not release the lot from such Architectural Control provisions as to any revised or future plans for construction or remodeling upon such lot. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun. The Architectural Control Committee is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

**ARTICLE IV**

**USE RESTRICTIONS**

**4.1** No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,200 square feet of heated and cooled living area for a one-story dwelling, nor less than 800 square feet of ground floor area for a dwelling of more than one-story with a minimum of 400 square feet being required in the additional stories with a minimum of one (1) enclosed, attached or detached, garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered a part thereof. All front yards shall be sodded or landscaped from the edge of the paved roadway to the foundation of the residence. No business or commercial buildings or equipment may be erected or kept on any lot.

**4.2** No structures shall be erected less than twenty-five feet (25') from the front lot line, ten feet (10') from the rear lot line or less than eight feet (8') from the boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

**4.3** No fence shall be permitted upon any lot which is over six feet (6') in height. All fences must have prior approval from the Architectural Control Committee as to type, location, size or construction. No fences may be installed from the front of a residence to front lot line.

**4.4** No wheeled vehicles of any kind, including trailers, boats or campers may be kept or parked in the street or on any lot or driveway unless same are completely inside a garage or substantially enclosed within a fenced-in area approved by the Architectural Control Committee. Provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

**4.5** 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 ten (10) weeks old shall not exceed four (4) in number. No such pets shall be allowed on the property other than on the lot of the owner of such pets, unless confined to a leash.

**4.6** Clotheslines shall be installed in the rear yard out of view of the street.

**4.7** Nothing shall be done or maintained upon the property, or any lot, which may be or may become an annoyance or nuisance. Any activity on a lot which interferes with television, cable or radio reception on another lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive on such dispute or question.

**4.8** No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a lot as a residence or storage facility either temporarily or permanently.

**4.9** No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot.

**4.10** No sign of any kind shall be displayed on any lot except approved signs showing the owner's name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area. All the above signs must be approved by the Architectural Control Committee.

**4.11** No satellite dishes shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural Control Committee.

**4.12** All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes. No living tree of a diameter in excess of six feet (6') at chest height may be removed from a lot without the approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a site plan showing the location of such trees.

**4.13** The Architectural Control Committee may require any owner who violates 4.12 above, to replace trees removed without approval with trees of like kind and size, within thirty (30) days after written demand by such Committee. If an owner fails or refuses to replace the trees as demanded, the Architectural Control Committee shall replace same with trees of like kind and size and the cost thereof shall be considered a special assessment against the owner's



lot which if not paid within thirty (30) days after it is assessed, shall become a lien on the lot as provided in paragraph 5.6 hereof.

**4.14** No window air conditioning units may be placed in any window of the residence which is visible from the street.

**4.15** All fuel tanks to be installed on a lot shall either be placed underground or be located in the rear of the lot and enclosed in a manner approved by the Architectural Control Committee.

**4.16** All pumps and piping installed on lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Architectural Control Committee. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas. Water from wells may only be used for irrigation, swimming pools, air conditioning and lawn watering.

**4.17** All dwellings shall have a paved driveway which shall be continuous from the edge of the paved roadway to the garage, whether attached or detached, which it serves.

**4.18** All lots shall have a lamp post which shall be installed in the front yard, designed and constructed in accordance with specifications promulgated by the Architectural Control Committee.

**4.19** If the Declarant elects not to install a mail sub-station within the property, all mailboxes shall be uniform, designed and constructed in accordance with specifications promulgated by the Architectural Control Committee.

**4.20** No construction shall occur on any portion of the property which lies waterward of the wetlands limit line as delineated on plans received by St. Johns River Water Management District (the

"District"), on October 14, 1988. This deed restriction prohibits any construction within such wetland area including excavation, filling, dumping of trash, waste or other unsightly materials, removal or destruction of vegetation, activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or any act detrimental to such retention of land or water areas. This restriction may be enforced by the District.

**ARTICLE V**

**MEMBERSHIP AND VOTING RIGHTS**

**5.1** Every owner of a lot, including Declarant shall be a member of the Pine Lakes of St. Augustine Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of said lot.

**5.2** The Association shall have two (2) classes of voting members as follows:

**5.2.a** Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

**5.2.b** Class "B" member shall be Declarant who shall be entitled to exercise five (5) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or ten (10) years following the date of conveyance of the first lot, whichever occurs first.

**ARTICLE VI**

**COVENANT FOR MAINTENANCE ASSESSMENT**

**6.1** Declarant hereby covenants for each lot within the property and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot,, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the property and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**6.2** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of owners of lots in the property, and for the improvement and maintenance of all common property, landscaped areas and all areas required to be maintained under St. Johns River Water Management District Permit No. 4-1090061M, for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all common property and common roads and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

**6.3** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common property or common

roads. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

6.4 The annual assessments authorized herein shall commence as to each lot on the earlier of the date a Certificate of Occupancy is issued for a residence constructed thereon or within twelve (12) months from the date such lot is conveyed to the owner by Declarant. The amount of the initial annual assessment is \$120.00 which shall be payable either in monthly installments of \$10.00 each commencing on the date specified above or in one (1) annual installment. All of such assessments shall be due and payable on the first day of each month. Provided, commencing on January 1, 1991, the Board of Directors of the Association shall fix the amount of the annual assessment against each lot for the coming year, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any lots which it owns, shall not be liable for assessments so long as it funds any deficit in the operating expenses of the Association. Provided further, in its sole discretion, Declarant may at any time commence paying assessments as to lots owned by it and thereby automatically terminate its obligation for any deficit in the operating expenses of the Association.

6.5 The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and if not, the amounts owed therefore.

**6.6** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law and costs of collection thereof, including a reasonable attorney fee at the trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

**6.7** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VII**

**EASEMENTS**

**7.1** For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company, or to any

other person or entity, an easement for a right-of-way in and over Tracts A, B, C, D, and F as shown on the plat of the property, and also, in and to, a five (5') foot strip of land located parallel to and along all side lot lines and a ten foot (10') strip of land located along and adjacent to all front and rear lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

**ARTICLE VIII**

**GENERAL PROVISIONS**

**8.1** Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

**8.2** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

**8.3** Any failure of the Declarant or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

8.4 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

8.5 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all lots have been sold, whichever is later.

8.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2019. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

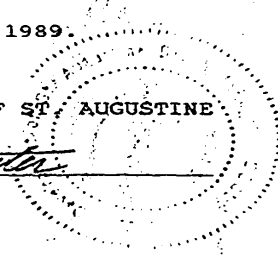
IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 28th day of November, 1989.

Signed, sealed and delivered  
in the presence of:

Christine L Lambertson  
Brenda L Pittman

CEDARS DEVELOPMENT OF ST. AUGUSTINE  
BEACH, INC.

BY: John A. Lester  
JOHN A. LESTER  
Its President



STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authorities, personally appeared JOHN A. LESTER as President of CEDARS DEVELOPMENT OF ST. AUGUSTINE BEACH, INC., a Florida corporation, known to be the individual described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of November, 1989.

*Brenda E. Pittman*  
Notary Public, State of Florida  
My Commission Expires: **NOTARY PUBLIC, STATE OF FLORIDA**  
**My Commission Expires April 29, 1991**



CONSENT OF MORTGAGEE

OCEAN STATE BANK OF DUVAL COUNTY, a state banking association, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Covenants and Restrictions for PINE LAKES, which mortgage is dated October 20, 1987, and recorded in Official Records Book 765, Page 1130 through 1133, as extended by Extension Agreements recorded in Official Records Book 770, Pages 1930 and 1931 and in Official Records Book 796, Pages 510 and 511, all of the Public Records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Covenants and Restrictions for PINE LAKES, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions for PINE LAKES.

DATED this 29th day of November, 1989.

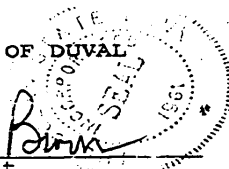
Signed, sealed and delivered in the presence of:

Diana Bluhite

Mary L Oliver

OCEAN STATE BANK OF DUVAL COUNTY

By: John N. Brown  
Its President

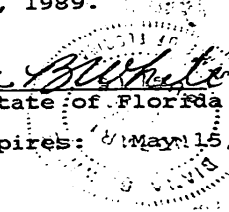


STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, the undersigned authority personally appeared John N. Brown as President of OCEAN STATE BANK OF DUVAL COUNTY, a state banking association, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and same is the act and deed of said association.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of November, 1989.

Diana Bluhite  
Notary Public, State of Florida  
My Commission Expires: May 15, 1991



# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PINE LAKES OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 11, 1989, as shown by the records of this office.

The document number of this corporation is N35664.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
15th day of December, 1989.



CR2EO22 (6-88)

Handwritten signature of Jim Smith in cursive.

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION OF  
PINE LAKES OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC.,  
A NON-PROFIT CORPORATION

We, the undersigned natural persons competent to contract, associate ourselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify, as follows:

I

NAME

The name of the corporation shall be PINE LAKES OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC., A NON-PROFIT CORPORATION.

II

PURPOSE

The purpose for which this corporation is organized is to provide for maintenance, preservation and architectural control of the lots and Common Property within that certain parcel of real property described as:

All of the land described and contained in the Plat of Pine Lakes, according to Plat thereof recorded in Map Book 23, Pages 41 and 42, Public Records of St. Johns County, Florida.

And to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose.

In furtherance of such purpose, the Association shall have power to:

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ST. JOHNS COUNTY  
FLORIDA  
RECORDS DEPARTMENT  
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(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for PINE LAKES OF ST. AUGUSTINE, hereinafter called the "Declaration", applicable to the property, which shall be recorded in the Public Records of St. Johns County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has

been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Property, provided that any such merger, consolidation or annexation, shall have the assent of two-thirds (2/3) of each class of members; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

### III

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, 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 by the Association.

### IV

#### CLASSES OF MEMBERSHIP

**Class A.** Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration). Each Owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members.

The vote for such lot shall be exercised as they determine, but in no event shall more than the assigned votes be cast with respect to any lot.

**Class B.** The Class B member(s) shall be the Declarant (as defined in the Declaration), who shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) Ten (10) years following the date of conveyance of the first lot, whichever occurs first.

**V**

**EXISTENCE**

The corporation shall have perpetual existence.

**VI**

**SUBSCRIBERS NAMES AND RESIDENCES**

The name and residence of the subscriber to these Articles of Incorporation are:

Name	Address
John A. Lester	116 San Rafael Road St. Augustine, Florida 32084

**VII**

**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors, a President, Vice President, who shall at all times be members of the Board, and a Secretary/Treasurer. The Board shall

consist of no fewer than three (3) nor more than five (5) members. After Class B membership ceases each member shall be the owner of a lot as provided in Article V of the Declaration. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
John A. Lester Director/President	116 San Rafael Road St. Augustine, Florida 32084
George D. Dennison Director/Vice President	9 Crazy Horse Trail St. Augustine, Florida 32084
Debra Collard Director/Secretary/Treasurer	3770 U.S. Highway 1 South St. Augustine, Florida 32084

**VIII**  
**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**IX**

**AMENDMENT TO THE ARTICLES OF INCORPORATION**

Amendments to the Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting.

**X**

**AMENDMENTS TO BYLAWS**

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

**XI**

**INDEMNIFICATION**

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his



... or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided, that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct, indemnification shall apply only when the Board of Directors approves the settlement and/or reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

XII

**REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the corporation is 116 San Rafael Road, St. Augustine, Florida 32084, and the registered agent at such address is JOHN A. LESTER.

  
JOHN A. LESTER

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the State and County named above to take acknowledgements, personally appeared JOHN A. LESTER, to me well known to be the person described as subscriber in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of December, 1989.

J. O. Baird  
Notary Public, State of Florida  
My Commission Expires: 9/25/92

FILED AND RECORDED IN  
ST. JOHNS COUNTY, FLORIDA

89 DEC 28 PM 3:38

James M. ...  
CLERK OF DISTRICT COURT