

VILLAGES OF HOMESTEAD



Audubon Village Declaration of Restrictions

Contents

Definitions	5
Residential Area Covenants.....	6
Section 1. Use Restriction:	6
Section 2. Dwelling Size	7
Section 3. Building Location Conventional Single Family Dwellings.....	7
Section 4. Lot Area and Width	7
Section 5. Sight Distance at Intersections	8
Section 6. Clothes Lines	8
Section 7. Easements	8
Section 8. Nuisances.	8
Section 9. Temporary Structures	8
Section 10. Signs.....	9
Section 11. Oil and Mining Operations	9
Section 12. Pets, Livestock and Poultry	9
Section 13. Sewage Disposal.....	9
Section 14. Water Supply	9
Section 15. Architectural Control	9
Section 16. Commercial Trucks, Recreational Vehicles, Trailers, and Boats	10
Section 17. Garbage and Trash Disposal	10
Section 18. Care and Appearance of Premises	10
Section 19. Lake Front Lots and Tracts	11
Section 20. Telephone, Gas, CATV, and Electric Underground Service.....	12
Section 21. Drainage	12
Section 22. Unit Air Conditioners and Reflective Materials	12
Section 23. Exterior Antennas	12
Section 24. Fences	12
Section 25. Front and Rear Yards	12
Section 26. Excavation	12
Section 27. Waste Material	12
Section 28. Tree removal	12

General Provisions 12

Section 1. Duration 12

Section 2. Notice 13

Section 3. Enforcement: 13

Section 4. Severability 13

Section 5. Amendment. 13

Section 6. Annexation..... 13

Section 7. FHA/VA Approval..... 14

Section 8. Effective Date 14

Section 9. Cumulative Effect..... 14

Official Record References 16

THIS DECLARATION is made this 5th day of September, 1978, by GROSSMAN HOLDINGS LIMITED, BLEEMAN HOLDINGS LIMITED, THE MERIDIAN BUILDING GROUP LIMITED, and MARKBOROUGH PROPERTIES LIMITED, all Canadian corporations incorporated under the laws of Ontario d/b/a HOMESTEAD PROPERTIES, a general partnership hereinafter called "Developers".¹

WITN ESSETH:

WHEREAS, Developer is the owner of certain property in the City of Homestead, County of Dade, State of Florida, which is more particularly described as follows:

Blocks 1 thru 13, inclusive, and Tracts D,E,G,H,I,J and K HOMESTEAD LAKES TENNESSEE EAST, according to the Plat thereof recorded in Plat Book 109, Page 26, of the Public Records of Dade County, Florida; and Blocks 1 thru 10, inclusive, and Tracts C, D, and E, HOMESTEAD LAKES FARM LIFE WEST, according to the Plat thereof recorded in Book 109, Page 40, of the public records of Dade County, Florida;

AUDUBON CLISTER WEST, according to the Plat thereof recorded in Plat Book 110, Page 11 of the Public Records of Dade County, Florida; formerly known as Tract F, HOMESTEAD LAKES TENNESSEE EAST, according to the Plat thereof recorded in Plat Book 109, Page 26, of the Public Records of Dade County Florida and hereinafter referred to as "Tract F"²

Lots 6,7,8,9 in Block 1 and Lots 16 and 17 in Block 2, all of AUDUBON SOUTH, according to the Plat thereof, as recorded in Plat Book 129, at Page 38 of the Public Records of Dade County, Florida.³

Lot 1 and Lot 10 in Block 2, Lot 1 in Block 3 and Lot 6 in Block 4, all of AUDUBON SOUTH, according to the Plat thereof, as recorded in Plat Book 129, at Page 38 of the Public Records of Dade County, Florida.⁴

Lots 12 and 13 in Block 1, Lot 12 in Block 2, Lot 1 in Block 4 and Lot 2 in Block 3, all of AUDUBON SOUTH, according to the Plat thereof, as recorded in Plat Book 129, Page 38, of the Public Records of Dade County, Florida.⁵

Lot 10 in Block 1, Lots 5 and 6 in Block 2, Lot 3 in Block 3 and Lot 2 in Block 4, all of

¹ OR 10169 P 1560 9/5/78 (See note on Reference Page)

² OR 10277 P 1217 PARA D1 10/10/78

³ OR 13459 P 1717 PARA C1 10/23/87

⁴ OR 13675 P 785 PARA C1 5/6/88

⁵ OR 13890 P 17 PARA C1 11/9/88

AUDUBON SOUTH, according to the Plat thereof, as recorded in Plat Book 129, at Page 38 of the Public Records of Dade County, Florida.⁶

Lots 5 and 11 in Block 1, Lots 2 and 13 in Block 2 and Lot 3 in Block 4, all of AUDUBON SOUTH, according to the Plat thereof, as recorded in Plat Book 129, at Page 38 of the Public Records of Dade County, Florida.⁷

Lots 3 and 4 in Block 1, Lots 4 and 8 in Block 2 and Lots 4 and 5 in Block 4, all of AUDUBON SOUTH, according to the Plat thereof, as recorded in Plat Book 129, at Page 38, of the Public Records of Dade County, Florida.⁸

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

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Overall Association" shall mean and refer to VILLAGES OF HOMESTEAD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated, its successors and assigns, created pursuant to the VILLAGES of HOMESTEAD DECLARATION of PROTECTIVE COVENANTS and CONDITIONS recorded (or to be recorded) in the Public Records of Dade County Florida.

(b) The "Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions hereof. Developer may from time to time bring other lands under the provisions hereof by recording Supplemental Declarations, as provided in Article III, Section 6 hereof.

(c) "Common Areas" shall mean and refer to all non-public areas and facilities provided for the common or joint use of all residents of the Properties, which may include without limitation, Tracts D, E, F⁹, G, H, I, J, and K as shown on the Plat of HOMESTEAD LAKES TENNESSEE EAST, as recorded in Plat Book 109, Page 26, and Tracts C, D, and E as shown on the Plat of HOMESTEAD LAKES FARM LIFE WEST, as recorded in Plat Book 109, Page 40; and that portion of the Lakes (as hereinafter defined) not included within Lot (as hereinafter defined) boundaries as shown on the above-described Plats; and such additional parcels of land as may from time to time be designated by Developer¹⁰ as Common Areas under these covenants and restrictions, each such designation to be by recorded

⁶ OR 14062 P 235 PARA C1 1/31/89

⁷ OR 14134 P 776 PARA C1 5/4/89

⁸ OR 14240 P 1646 PARA C1 8/25/89

⁹ OR 10277 P 1217 PARA D2 10/10/78

¹⁰ OR 10581 P 128 PARA D1 11/26/79

instrument; together with the landscaping and any improvements thereon including, without limitation, all structures, recreational facilities, open space, walkways, sprinkler systems, and street lights but excluding any public utility installations thereon. The above-described Common Areas shall be conveyed to the Overall Association before the first Lot is conveyed to a homeowner.

(d) "Lot" shall mean and refer to any residential lot (but not any parcel designated as a tract within the Properties and any lot shown upon any resubdivision of the Properties. When a Lot is contiguous to a Lake (as hereinafter defined) the boundary of the Lot shall be deemed to extend to the deep cut line of the Lake.

(e) "Owner" shall mean and refer to the record owner whether one or more persons or entities of the fee-simple title to any Lot situated upon the Properties including contract sellers but excluding those having, such interest merely as security for the performance of an obligation.

(f) "Developers" shall mean and refer to GROSSMAN HOLDINGS LIMITED, BLEEMAN HOLDINGS LIMITED, THE MERIDIAN BUILDING GROUP LIMITED and MARKBOROUGH PROPERTIES LIMITED their successors and/or assigns if such successors and/or assigns should acquire the rights of Developer created by this Declaration together with more than one (1) undeveloped Lot for the purpose of development. The rights of Developer created by this Declaration shall not accrue to any successor or assign of Developer unless by written instrument in form recordable in the Public Records of Dade County Florida.

(g) "Lake" shall mean and refer to the bodies of water designated on the Plats of the Properties and shall include all of such water area to the shoreline whether or not the water area is over a portion of a Lot. That portion of the Lake not included within Lot boundaries shall be considered a Common Area.

(h) "Architectural Control Committee" shall mean and refer to the VILLAGE OF HOMESTEAD ARCHITECTURAL CONTROL COMMITTEE as established in the VILLAGES OF HOMESTEAD DECLARATION OF PROTECTIVE COVENANTS and CONDITIONS recorded (or to be recorded) in the Public Records of Dade County, Florida.

ARTICLE II

Residential Area Covenants

Section 1. Use Restriction: Each and all lots within the Properties are restricted to the use of a single family, their household servants and guests exclusively for residential purposes¹¹.

By way of illustration but not limitation the Lots or any buildings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture, or business of any description nor as a school hospital, or other charitable institution nor as a hotel, apartment house, rooming house, or place of public resort, nor for any sport (other than such games as are usually played in connection with the occupants of private residences) nor for any purpose other than a private residence.

Only one (1) residence may be built on one Lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family. A construction shed and related facilities may be placed on a Lot and remain there temporarily during the course of active construction of a residence otherwise no portable or temporary buildings or mobile homes or tents or shacks or barns may be placed on a Lot. Temporary uses for model homes sales display, parking lots sales offices and other offices or anyone or combination thereof shall be permitted until permanent cessation of such uses takes place.

¹¹ OR 10581 P 128 PARA D2 11/26/79

Section 2. Dwelling Size. The floor area of a residence shall not be less than 1,000 square feet. In computing square footage the formula shall be as follows:

Basic living area:	full value
Garages and roofed patios:	50%

The Architectural Control Committee shall have the power to formulate additional values.

Section 3. Building Location Conventional Single Family Dwellings: No building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 10% of the average Lot width to any interior side Lot line. No building shall be located on any Lot nearer than 25 feet to the rear Lot line, provided however, Lots abutting a Lake shall have a rear yard setback of 15 feet from the rear property line.

Zero Lot Line Single Family dwellings: No building shall be located on any Lot nearer than 20 feet to the front Lot line or nearer than 15 feet to any side street line. On the Zero side set back, a setback of "0" feet to an interior side Lot line is permitted, but said dwelling shall not be attached to adjacent structures, and there shall be no openings on the Zero Lot line. The side yard setback from the interior side Lot line opposite the Zero set back line shall be equal to twenty (20) percent of average Lot width. No building shall be located on any Lot nearer than 15 feet to the rear Lot line.

Single Family and Two Family Cluster Dwellings: No building shall be located on any Lot nearer than 20 feet to the front Lot line or nearer than 15 feet to any side street line. On the Zero side yard, a set back of "0" feet to an interior side lot line is permitted, but said dwelling shall not be attached to adjacent structures, and there shall be no openings on the Zero Lot line. The side yard set back from the Interior side Lot line opposite the Zero set back line shall be no less than 3 feet. A set back of "0" feet to the rear Lot line is permitted.¹²

Although it is the intention of this paragraph to maintain standards equivalent to those imposed by the Code of the City of Homestead, where a variance as to building location has been granted by the authority to do so under said Code, approval by the Architectural Control Committee shall also be required before said variance is hereby adopted as an amendment to this paragraph. Approval by the Architectural Control Committee shall also be required before any future variance as to building location shall constitute an amendment to this paragraph. For the purpose of these covenants, corner Lots shall be deemed to front on the street where said Lot has the shortest dimension, or as otherwise designated by the Architectural Control Committee.

Section 4. Lot Area and Width. No Single Family detached dwelling shall be erected or placed on any Lot having a width of less than 50 feet at the minimum building set back line nor shall any dwelling be erected or placed on any Lot having an area of less than 5,000 square feet; provided, that a dwelling may be constructed on any Lot as shown on the plats described above. No Single Family Cluster dwelling shall be erected or placed on any Lot having a width of less than 35 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any Lot having an area of less than 3,500 square feet¹³. Although it is the intention of this paragraph to maintain standards equivalent to those imposed by the Code of the City of Homestead, where a variance as to Lot area and width has been granted by the authority designated to do so under said Code, approval by the Architectural Control Committee shall also be required before said variance is hereby adopted as an amendment to this paragraph. Approval by the Architectural Control Committee shall also be required before any future variance as to Lot area and

¹² OR 10277 P 1217 PARA D4 10/10/78

¹³ OR 10277 P 1217 PARA D4 10/10/78

width shall constitute an amendment to this paragraph.

Section 5 Sight Distance at Intersections. No structure, hedge, shrub, or planting that obstructs sight-lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight-lines

Section 6. Clothes Lines. No clothes lines or drying yards shall be so located as to be visible from that portion of the front Lot line of any Lot between the two (2) side lines of the dwelling thereon as extended to the front Lot lines.

Section 7. Easements. Easements for installation and maintenance of utilities and for installation and maintenance of drainage facilities are reserved as shown on the recorded plats of the Properties. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or that may change the direction of flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements; provided, however, fences that otherwise comply with these restrictions and having Architectural Control Committee approval may be constructed within such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for installations for which a public authority or utility company is responsible. The City of Homestead, Florida, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, City Gas Company of Florida, and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, gas mains, storm drains, electric and telephone lines excepting, however, those electric transmission lines presently above ground, cables, and conduits, under and through the utility easements as shown on the plats. There is hereby reserved a perpetual easement for the installation and maintenance of cable and community antenna radio and television lines¹⁴. Any damage caused to pavements, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the Properties, whether in street rights of ways or utility easements, shall be installed and maintained underground, unless approval for above ground installation is received from the Architectural Control Committee, and such approval is not inconsistent with applicable ordinances.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood.

Section 9. Temporary Structures. No structure of a temporary character, basement tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, workshop, office, or storage room, either temporarily or permanently. No canvas, pipe, or other type of car port shall be placed between the sidewalk and the front building line on any Lot. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any dwellings built in this subdivision or any ancillary building, and all gas tanks, gas containers, or gas cylinders shall be installed underground in every instance where gas is used. In the alternative,

¹⁴ OR 10581 P 128 PARA D3 11/26/79

gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than one (1) square foot used to indicate the name of the resident, or one (1) sign of not more than one (1) square foot advertising the property for sale or for rent. Signs used to advertise the property during the construction and sales period must have the approval of the Architectural Control Committee.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or within the Properties, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or within the Properties; provided, however, Developer shall be allowed to excavate for landscaping, filling, and grading purposes. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Properties subject to these restrictions.

Section 12. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept; provided they are not kept, bred, or maintained for any commercial purpose or in excessive numbers, all permissible household pets have been duly licensed in compliance with all applicable governmental regulations, and they do not become an annoyance or nuisance to any neighbor. All such household pets shall not be permitted or allowed to stray, run, be, go, or in any other manner to be at large in or upon any public street, sidewalk, Common Area, or on private property of others without the implied or express consent of the owner of such private property. No dogs or other pets shall be permitted to have excretions on any Common Area.

Section 13. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot, provided that a central sewage disposal system serving the property is available for immediate and continuing use.

Section 14. Water Supply. No individual water supply system shall be permitted on any Lot, except for use in air conditioners, swimming pools, or sprinkler systems, provided that a central water supply system is available for immediate and continuing use.

Section 15. Architectural Control. No building, wall, or other structure or improvement of any nature shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as set forth more particularly in the VILLAGES of HOMESTEAD PROTECTIVE COVENANTS and CONDITIONS recorded (or to be recorded) in the Public Records of Dade County, Florida.

All of Tract F shall be subject to the following additional restrictions:

No Owner shall make or permit to be made any opening in the exterior surfaces of any building or fence which lie on the Zero Lot line(s). No such surfaces or fence, nor any other portion of any building, shall be demolished, removed or altered in any manner without the prior written consent of the Architectural Control Committee.

The Owner of each Lot shall be responsible for the repair, maintenance and replacement of the structural portions of building walls or any building, and that portion of any fence lying within that Owner's Lot on any Zero Lot line. In connection herewith, each Owner (and the Overall Association in the event the Owner fails to do so) shall have the right to enter on any adjacent Lot or any Common Areas for the purpose of performing the above repair, maintenance and replacement. Notwithstanding the responsibility of the Owner of the Lot with respect to structural

portions of the building walls, the Owner of the adjacent Lot which abuts the Zero Lot line and faces the building wall of the building on the adjoining Lot lying on the Zero Lot line shall be responsible for the painting and refinishing, from time to time, of the exterior surface of such building wall.

In the event that the building wall lying on the Zero Lot line of any lot shall abut the Common Areas rather than an adjacent Lot, the Owner of the Lot on which that building is located shall be responsible for such painting and refinishing. The color and exterior finish of such surfaces and fence, including, but not limited to, the type of paint or stain, shall not be changed without the prior written consent of the Architectural Control Committee. Each lot shall also have easements over adjacent lots and the Common Areas for any roof or other drainage which may result from the Zero Lot line configuration.¹⁵

Section 16. Commercial Trucks, Recreational Vehicles, Trailers, and Boats. No trucks or commercial vehicles, home trailers, motor homes, campers, boats, boat trailers, or recreational vehicles or trailers of every other description shall be permitted to be parked or stored at any place on any Lot in this subdivision, except in a garage or carport, or except during periods of approved construction on said Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other commercial services.

Section 17. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot except in a suitable receptacle. All areas for the deposit, storage, or collection of garbage or trash shall be substantially shielded or screened from neighboring property or Common Area, provided, however, that garden trash and rubbish that is required to be placed at a point approved by the Architectural Control Committee in order to be collected, may be placed and kept at such designated point, and need not be in any container, for periods not exceeding twenty-four (24) hours; provided, further, that the requirements from time to time of City of Homestead for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 18. Care and Appearance of Premises. The structures and grounds on each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to do so, the Architectural Control Committee or Developer¹⁶ may, at its option, after giving the Owner ten (10) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs, and plants removed from any Lot and re-sod any Lot.

Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Architectural Control Committee or Developer may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The Owner of such Lot shall reimburse the Architectural Control Committee or Developer for the Cost of any work as above required, and to secure such reimbursement, the party or parties incurring such expenses shall have a lien upon such Lot enforceable as herein provided.

Upon performing the work as herein provided, the performing party shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is

¹⁵ OR 10277 P 1217 PARA D6 10/10/79

¹⁶ OR 10581 P 128 PARA D4 11/26/79

recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at ten percent (10%) per annum from the date of recording said notice of lien, and attorneys' fees for the preparation and recording of such lien, and in any action to enforce payment said performing party shall be entitled to recover costs and attorneys' fees to include costs and attorneys' fees for appellate review. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any Lot to any institutional lender or governmental agency¹⁷ provided however, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to the sale or transfer, provided that any such payments which become due subsequent to such sale or transfer, and the lien thereof, shall be valid and enforceable as against the applicable purchaser or transferee¹⁸.

Section 19. Lake Front Lots and Tracts. As to all of the Lots that have a boundary contiguous to Lakes the following additional restrictions shall be applicable:

(a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of any Lakes unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the Committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, or other structure on the waterfront. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. Any approval by the Architectural Control Committee shall be subject to any and all governmental approvals and permits that may be required.

(b) The Overall Association is responsible for the maintenance of the Lakes' waters and shoreline in accordance with the provisions of the Declaration of Protective Covenants and Conditions establishing the Overall Association,

In addition, each Lot Owner shall at all times keep and maintain:

(1) that area of Lake shoreline, slope, and bottom that is part of the Owner's Lot free from all debris, contaminants, and excessive weed growth; and,

(2) those filtration berms and ditches, which are continuous around the shorelines of all Lakes protecting the Lakes from pollutants carried by surface runoff, and those crest line berms, which have elevations equal to or greater than 75 feet above mean sea level surrounding all Lakes preventing hurricane tidal salt water intrusion, that are part of the Owner's Lot so that said berms shall continue to provide the protections set forth herein. Enforcement of said Lake and berm maintenance shall include, but not be limited to, those procedures set forth in Section 18 of this Article II.

(c) Shoreline contours of said Lakes and the Lots above or below water and any retaining walls that may be installed by Developer may not be changed without the written approval of the Architectural Control Committee. No Lot shall be increased in size by filling in the waters upon which it abuts.

¹⁷ OR 10581 P 128 PARA D5 11/26/79

¹⁸ OR 10581 P 128 PARA D6 11/26/79

Section 20. Telephone, Gas, CATV, and Electric Underground Service. Service to all buildings on all Lots by telephone, gas, community radio and television, and electric power must be by underground services from easement areas into the buildings, unless an exception is granted by the Architectural Control Committee and that exception is not inconsistent with applicable ordinances.

Section 21. Drainage. No changes in elevations of any Lot shall be made that will cause undue hardship to adjoining property in connection with surface water drainage.

Section 22. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls unless the location, method of installation, appearance, and desirability per se has been approved by the Architectural Control Committee. It is the intention of this provision to authorize the Board in its sole discretion to approve or disapprove any such air conditioning unit on purely aesthetic grounds or any other grounds or for the reason that there should be no such unit in such location. No building shall have any aluminum or other metal foil placed in any Window or glass door or any reflective substance placed on any glass.

Section 23. Exterior Antennas. No television, radio, or other antennas exterior to the building shall be permitted on any Lot or improvement thereon, but this provision shall not apply to underground installations.

Section 24. Fences. No fence, wall, or other enclosure shall be erected in the front yard or side yard setback areas, except any that are originally installed by Developer's designee, and except any approved by the Architectural Control Committee as above provided. If approved, the fence, wall, or other enclosure shall be maintained by the property Owner for the protection of adjacent property.

Section 25. Front and Rear Yards. No repair of any automobile or to any other vehicle or equipment shall be carried out in the front yard of any Lot nor in the rear of any double frontage Lots. Front yard for the purpose of this Section 25 shall be defined as that part of a Lot extending across the full width of such Lot between the front Lot line and the nearest part of any building or structure on the Lot.

Section 26. Excavation. No excavation shall be made on the Properties except excavation for the purpose of pool installation and building on the Properties at the time of commencement of such building or for the improvement of the gardens and grounds thereof, and no soil sand, or gravel shall be removed from the Properties except in each case with the prior written permission of the Architectural Control Committee.

Section 27. Waste Material. No building waste or other material of any kind shall be dumped or stored on the Properties except clean earth for the purpose of grading in connection with the erection of a building thereon or for the immediate improvement of the grounds.

Section 28. Tree removal. No living tree shall be cut down or removed from the Properties other than those standing within an area to be excavated for the erection of a building thereon without the consent in writing of the Architectural Control Committee. During the period of construction any existing tree shall be protected so as to prevent any damage and, subject to the above exception, if any tree is cut down, removed, or damaged without the prior written consent of the Architectural Control Committee, the Owner responsible for the destruction of the tree will forthwith replace the tree under the supervision and to the satisfaction of the Architectural Control Committee.

ARTICLE III

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Architectural Control Committee, or the Owner

of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended as provided in Section 5 of this Article III.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of such mailing.

Section 3. Enforcement: Enforcement of these Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and, failure by the Developer, any association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may be enforced by the Architectural Control Committee, the Developer, any Owner of a Lot subject hereto and the Overall Association. In the event legal action is taken to enforce these covenants, as herein provided, prevailing party shall be entitled to recover the costs of bring such action, including attorney's fees and appellate costs and attorney's fees, if necessary¹⁹

Section 4. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall, in no wise effect, any other provisions, which shall remain in full force and effect.

Section 5. Amendment. The covenants, restrictions, easements, charges, and liens of this Agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by:

(1) Deleted²⁰,

(2) by Owners during the initial 30 year period by an instrument signed by not less than 90% of the Owners, and thereafter by an instrument signed by not less than 75% of the Owners; provided, however, no such amendment authorized by Subparagraph (2) of this Section 5 shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed amendment is sent to every owner at least ninety (90) days in advance of any action taken and provided further that no amendment which adversely affects the rights of the Developer, as provided herein (and in any modification required by the Veteran's Administration) shall be valid without the written consent of the Developer to such amendment.²¹

Any amendment of this Declaration must be recorded in the Public Records of Dade County, Florida.

Section 6. Annexation. Additional property may be annexed to the Properties by the Developer without the consent of the Members within 25 years of the date of this instrument, provided that the Federal Housing Administration and the Veteran's Administration, to the extent either or both of them have jurisdiction over the Properties by reason of them then insuring loans within the Properties, determine(s) that the annexation is in accord with the general plan heretofore approved by them/it. The recording of a Supplemental Declaration (executed by the Developer alone) in the Public Records of Dade County shall be conclusive evidence that the annexation evidenced thereby is in accord with the general plan heretofore approved by such Administration(s) then having such jurisdiction, if any. Such annexation shall also be permitted with the consent of two-thirds (2/3rds) of each class of the Members. Such annexation shall be effected by the recordation of Supplemental Declarations in the Public Records of Dade County.

¹⁹ OR 10581 P 128 PARA D7 11/26/79

²⁰ OR 10581 P 128 PARA D8 11/26/79

²¹ OR 10581 P 128 PARA D9 11/26/79

The property which may be subject to any such annexation must be all or any portion or portions of that certain property identified in Exhibit "A" to the Amendment of Declarations, dated March 13, 1980 and recorded March 19, 1980 in Official Records Book 10692, Page 1207 of the Public Records of Dade County, Florida, provided that the Developer shall have the right, by recording an appropriate release in the Public Records of the County, to remove from the effect of these annexation provisions any portion of such property so described in such Amendment.²²

Section 7. FHA/VA Approval. This Declaration is being submitted to the Federal Housing Administration and the Veterans Administration for approval. Notwithstanding anything to the contrary contained in Section 5 of this Article, Developer shall have the right from time to time without the necessity of joinder or consent by any Lot Owners, to amend, add to, change, modify, and derogate the provisions of this instrument in such way as may be required by the Federal Housing Administration or the Veterans Administration in order for said Administrations to approve financing of residential units on Lots within the Properties. Federal Housing Administration or Veterans Administration approval of any such document executed by Developer shall be conclusive evidence that the amendment or other change was required by the Federal Housing Administration or the Veterans Administration pursuant to this provision.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records

Section 9. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the VILLAGES OF HOMESTEAD DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS and the AUDUBON VILLAGE OF HOMESTEAD DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS, being recorded by Developer, which establish compulsory Overall and Neighborhood Homeowners Associations, respectively.

²² OR 11531 P 950 PARA C 8/2/82

EXECUTED as of the date first above written.

GROSSMAN HOLDINGS LIMITED, BLEEMAN HOLDINGS LIMITED, THE MERIDIAN BUILDING GROUP LIMITED and MARKBOROUGH PROPERTIES LIMITED.

Signed. Sealed and Delivered in the presence of:

BRENDA NEISHLOSS

DANLENE G. VINCENT

By EMILIO A. CERRA
Attorney-in-fact

By GEORGE E. MILLS , JR
Attorney-in-fact

STATE OF FLORIDA)
 : SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5th day of September, 1978, by Emilio A. Cerra and George E. Mills, Jr. the attorneys-in-fact for GROSSMAN HOLDINGS LIMITED, BLEEMAN HOLDINGS LIMITED, THE MERIDIAN BUILIDING GROUP LIMITED and MARKBOROUGH PROPERTIES LIMITED, All Canadian corporations on behalf of said corporations.

PAMELA CAMBRON
Notary Public

Official Record References

OR 10169 P 1560
OR 10277 P 12174, 5, 7, 10
OR 10581 P 128 6, 8, 10, 11, 13
OR 11531 P 95014
OR 13459 P 17174
OR 13675 P 7854
OR 13890 P 174
OR 14062 P 2355
OR 14134 P 7765
OR 14240 P 16465

*Note: Indexed location is OR 10169 P 1539. Must search on this location and then page forward.



**NOTICE OF PRESERVATION OF USE RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is Villages of Homestead Audubon Village Homeowners' Association, Inc. (the "Association"), a Florida not-for-profit corporation, c/o Board of Directors, 1851 S. Canal Drive, Homestead, Florida 33035, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on January 17, 1979, the Association having been organized for the purpose of operating and administering the Audubon Village Homeowners community, pursuant to the recorded covenants pertaining thereto which were filed of record in the Official Records for Miami-Dade County, Florida, as follows:

<u>Name</u>	<u>Recording Date</u>	<u>O.R. Book/Page #</u>
DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS	September 28, 1978	10169/1550
DECLARATION OF RESTRICTIONS	September 28, 1978	10169/1560

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association as composite Exhibit "A."

3. The lands affected by this Notice are depicted and legally described in O.R. Book 10169 at Page 1550, as follows:

Blocks 1 through 13 inclusive and Tracts D, E, F, G, H, I, J and K, HOMESTEAD LAKES TENNESSEE EAST, according to the Plat thereof, recorded in Plat Book 109, Page 26, of the Public Records of Miami-Dade County, Florida, and Blocks 1 through 10 inclusive and Tracts C, D and E, HOMESTEAD LAKES FARM LIFE WEST, according to the Plat thereof, recorded in Plat Book 109, Page 40, of the Public Records of Miami-Dade County, Florida.

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions, covenants and agreements set forth in the:

- a. Declaration of Protective Covenants and Conditions recorded on September 28, 1978 in Official Records Book 10169 at Page 1550, Public Records of Miami-Dade County, Florida;

per cost

b. Declaration of Restrictions recorded on September 28, 2008 in Official Records Book 10169 at Page 1560, Public Records of Miami-Dade County, Florida;

all as same have been or may be amended from time to time.

Dated this 4th day of September, 2008.

[Signature]
Witness Signature

LARRY DIEHL
Printed Name

[Signature]
Witness Signature

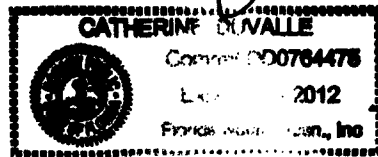
CINDY STINGONE
Printed Name

VILLAGES OF HOMESTEAD AUDUBON
VILLAGE HOMEOWNERS' ASSOCIATION
INC., a Florida not-for-profit corporation

By: [Signature]
Larry Diehl, President

Attest: [Signature]
Cindy Stingone, Secretary

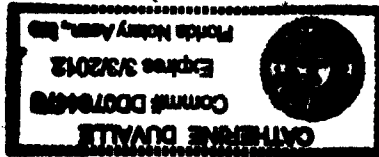
STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)



The foregoing instrument was acknowledged before me this 4th day of September 2008, by Larry Diehl, President of Villages of Homestead Audubon Village Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has presented _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:
STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)



The foregoing instrument was acknowledged before me this 5th day of September 2008, by Cindy Stingone, Secretary of Villages of Homestead Audubon Village Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has presented _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida

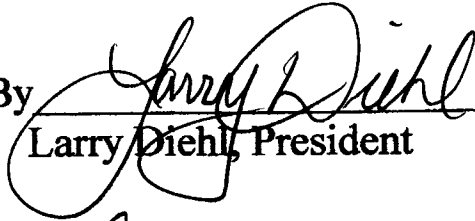
My Commission Expires: 3/3/2012

STATEMENT OF MARKETABLE TITLE ACTION

The Audubon Village Homeowners Association, Inc. (The "Association") has taken action on February 6, 2008, to ensure that The Declaration of Protective Covenants and Conditions, recorded on September 28, 1978 in Official Records Book 10169, Page 1550 and The Declaration of Restrictions recorded on September 28, 1978, in Official Records Book 10169 at Page 1560 all of the Public Records of Miami-Dade County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retain its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the Public Records of Miami-Dade County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

Exhibit A
1 of 2

Audubon Village Homeowners Association, Inc.

By 
Larry Diehl, President

By 
Cindy Stingone, Secretary

**AFFIDAVIT OF MAILING OR HAND DELIVERING OF
STATEMENT OF MARKETABLE TITLE ACTION
TO LOT OWNERS**

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

BEFORE ME, personally appeared Larry Diehl, who after being duly sworn, deposes and says that the Statement of Marketable Title Action approved at the special meeting of the Board of Directors of Villages of Homestead Audubon Village Homeowners' Association, Inc. for preservation of use restrictions under Marketable Record Title Act held February 6, 2008 at 7:00 P.M. at Audubon Clubhouse, 1851 S. Canal Drive, Homestead, Florida 33035, was mailed or hand delivered in accordance with the Bylaws and applicable law. The Statement of Marketable Title action was mailed or hand delivered to each lot owner at the address last furnished to the Association, as such address appears on the books of the Association, on February 6, 2008.

VILLAGES OF HOMESTEAD AUDUBON
VILLAGE HOMEOWNERS' ASSOCIATION, INC.

By: *Larry Diehl*
Larry Diehl, President

The foregoing instrument was acknowledged before me this 4 day of September, 2008, by Larry Diehl, as President of Villages of Homestead Audubon Village Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and did take an oath.

Catherine Duvalle

NOTARY PUBLIC, State of Florida

My Commission Expires:
3/3/2012



Exhibit A
2 of 2