

CONDITIONS, RESTRICTIONS AND COVENANTS

All the owners of the property platted as Moultris Bluff Subdivision, a subdivision of St. Johns County, Florida, according to the plat thereof recorded in Map Book 11, page 35, public records of St. Johns County, Florida, hereby make and declare the reservations, restrictions, covenants, conditions and easements set out hereinafter as applicable to the property in said subdivision.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the lands as the case may be, and shall run perpetually and shall be binding upon all parties or persons or concerns now or subsequently owning property in said subdivision.

Use Restriction: Said land may be used for residential purposes and no other purpose. No business buildings may be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be maintained or used as a professional office.

Single Family Residence: No building shall be erected or constructed on any lot other than one single family dwelling house (with the usual outbuildings for use in connection therewith) for the use of one family only.

Size of Residence: No residence shall be erected on any lot, the ground floor area (exclusive of garages, open porches or carports) of <sup>which is</sup> less than one thousand six hundred square feet. The method of determining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure at ground floor level. Garages, carports, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

Signs and Displays: No "For Rent" or "For Sale" signs nor signs of any kind or description, except name plates bearing the name of the occupant, shall be erected on any of the lands or any of the structures.

Nuisances: Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. No cattle, horses, swine, goats, pigeons, poultry or fowl shall be kept on any lot, except household pets.

Utility Easement: There are hereby reserved for the purpose of installing and maintaining utility facilities, sewers and land drainage, easements and right of ways five feet in width on each lot boundary adjacent to a street or private drive. Use of said easements for utility purposes shall not interfere with ingress and egress to said lots.

Set Back Lines: No building shall be erected or constructed on any of the lots nearer than ten (10) feet to any side lot line and nearer than fifteen (15) feet to any rear lot line and nearer than twenty-five (25) feet to any front lot line.

Remedies for Violations: Violation or breach of any condition, restriction or covenant herein contained by any person or concern shall give any lot owner the right to proceed at law or in equity to compel a compliance

This Instrument Was Prepared By:  
 RICHARD O. WATSON, Attorney  
 88 Cathedral Plaza, St. Augustine, Fla.

a compliance with the terms of the conditions, restrictions and covenants and to prevent a violation or breach of them.

Definition: The term lot owner shall mean the present lot owners, their successors, assigns, grantees, heirs, devisees and any person or concern hereafter becoming a lot owner by operation of law, judicial sale or by any means whatsoever.

Expiration: These restrictions shall expire on January 1, 2000.

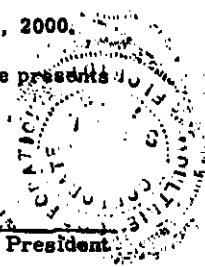
IN WITNESS WHEREOF, the undersigned have cause these presents to be executed this 16th day of June, 1969.

Signed, sealed and delivered in the presence of:

MOULTRIE CORPORATION

Jerry D. Linn  
John D. Baile  
As to Moultrie Corporation

By: Donald B. Capo President  
Attest: John D. Bailey Secretary



Samuel R. Glazebrook  
Sandra P. Glazebrook  
As to Glazebrooks

Samuel R. Glazebrook  
Sandra P. Glazebrook His Wife

Bonnie E. Spellman  
Francis L. Spellman  
As to Spellmans

Francis L. Spellman  
Connie E. Spellman His Wife

Alvin L. Land  
Evelyn D. Land  
As to Lands

Alvin L. Land  
Evelyn D. Land His Wife

Donald B. Capo  
Jeannette Capo  
As to Capos

Donald B. Capo  
Jeannette Capo His Wife

W. H. Alex Alexander  
Edward G. Sevcik  
As to Alexander and Sevcik

W. H. Alex Alexander Single Man  
Edward G. Sevcik Single Man

Allan C. Reichert  
Gwen P. Reichert  
As to Reicherts

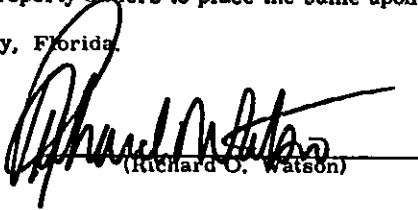
Allan C. Reichert by Gwen P. Reichert  
(Allan C. Reichert)  
By Gwen P. Reichert his Attorney-in-Fact pursuant to Power of Attorney dated April 28, 1969, recorded in Official Records Book 149, page 425, public records, St. Johns County, Florida

Allison Andrew  
Jean Andrew  
As to Andrews

Gwen P. Reichert His Wife  
Allison Andrew  
Jean Andrew His Wife

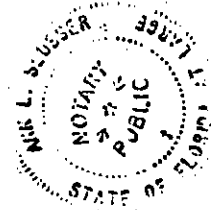
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

RICHARD O. WATSON, pursuant to request of the property owners, prepared the foregoing Conditions, Restrictions and Covenants, and has been instructed by said property owners to place the same upon the public records in St. Johns County, Florida.

  
(Richard O. Watson)

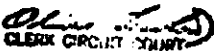
SWORN to and subscribed before me this 17th day of June, 1969.

Anna J. Blum  
Notary Public, State of Florida at Large  
My commission expires: Nov. 16, 1970



FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

JUN 17 11 59 AM '69

  
CLERK CIRCUIT COURT

VERIFIED BY  
DMB