

This instrument prepared by:
 JOHN D. BAILEY, JR.
 Upchurch, Bailey & Upchurch, P.A.
 501 First Union National Bank Building
 St. Augustine, Florida 32034

MOULTRIE FORESIDE

UNIT TWO

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by FREDERICK S. VAILL, A/K/A FREDERICK S. VAILL, JR. and LILLIAN S. VAILL, his wife, hereinafter referred to as "Developer."

W I T N E S S E T H :

WHEREAS, Developer 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, Developer desires to place covenants and restrictions of record as to each and every of the lots hereinafter set forth, and to limit the use for which each and every of said lots is intended to that set forth hereinafter.

NOW THEREFORE, Developer does hereby declare that the following described real property, situate, lying and being in St. Johns County, Florida, to wit:

All Lots and Blocks of MOULTRIE FORESIDE, Unit Two, according to Plat thereof recorded in Map Book 21, Pages 37 and 38 in the Official Records of St. Johns County, Florida.

shall be held, sold and conveyed subject to the following easements, covenants 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 lots and binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

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 the property containing less than 1,800 square feet of heated area, for a one story dwelling, nor less than 1000 square feet of ground floor area for a dwelling of more than one (1) story, with a minimum of 800 square feet being required in the additional stories, together with a minimum of attached double-car enclosed garage, not to exceed a three car garage. The minimum construction cost of such residence shall be \$85,000. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,800 square feet of living area and not considered a part thereof. For purposes of this paragraph the term construction cost shall include the cost of all materials and labor, permit fees and any contractor's fees associated with construction of a residence.

2. No construction of any buildings or structures on any lot shall be allowed until all construction and landscaping plans and specifications for the proposed buildings or structures have been submitted to and approved by the Architectural Control Committee composed of the Developer, or such agent as may be appointed by said Committee, 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 15 days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

3. All front, side and rear setback and lot line construction restrictions in the subdivision shall be as prescribed for single family dwellings under the RS-1 Zoning Classification, St. Johns County Zoning Code.

4. No fence shall be permitted upon any lot which is over six feet (6') in height. All fences must have prior approval from Developer as to type, location, size or construction. No fences may be installed from front of house to front lot line.

5. No wheeled vehicles of any kind, boats or campers may be

kept or parked on the building lot or driveway unless same is completely inside a garage attached to the main residence. Provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on the building lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

6. No livestock, poultry, or animals of any kind or size shall be raised, bred or kept on any lot; provided however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over 10 weeks old shall not exceed four (4) in number. All such pets shall be kept on a leash when outside the confines of their owner's lot.

7. No clotheslines are to be installed on any lot.

8. No tree having a diameter of 6" or more shall be cut down or removed from that part of any lot lying between the dwelling and the front, rear or side property lines without the prior consent of the Developer. Lots 18 through 26, 36 and 37, of Moultrie Foreside Unit Two, shall be subject to a 30' wide no access buffer as shown on the plat of same. The Westerly 10' of said no access buffer lying adjacent to Vaill Point Road and the Southerly 10' of said no access buffer lying adjacent to Howard Place, shall remain in its natural state and no clearing of same shall be permitted.

Lots 1 through 4, 11 through 13 and 39 of said MOULTRIE FORESIDE UNIT TWO, shall be subject to a 10' wide no access buffer. The area within said 10' wide no access buffer shall remain in its natural state and no clearing of same shall be permitted.

9. Developer hereby 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 an easement for the right-of-way in all roads and streets on which the land hereby conveyed abuts, and also in and to a five foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, 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 Developer or any utility company, cable TV 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 Developer, his successors or assigns incurred by construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

10. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

11. No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on said lot any time as a residence either temporarily or permanently.

12. 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. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

13. No sign of any kind shall be displayed on any lot except the owner's name and number of residence plates. Temporary "For Sale" or for "For Rent" signs may be permitted upon approval of the Architectural Control Committee.

14. No satellite dishes shall be installed except in the rear yard out of view of the street.

15. No lot or lots shall be resubdivided.

16. 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 recover their court costs, including reasonable attorney fees at all levels of the proceedings.

17. 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.

18. Any failure of any owner or the Developer, 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.

19. 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, 2010. After said date, said covenants and restrictions shall automatically be extended for four (4) 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 same in whole or in part.

IN WITNESS WHEREOF, the undersigned Developer has affixed his hand and seal all this 9th day of December, 1987.

Signed, sealed and delivered in the presence of:

[Signature]

Frederick S. Vaill
Frederick S. Vaill A/R/A Frederick S. Vaill, Jr.

[Signature]

Lillian S. Vaill
Lillian S. Vaill

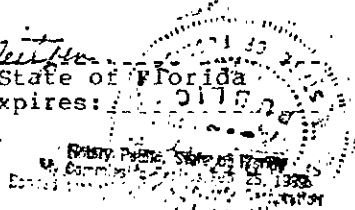
STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared FREDERICK S. VAILL A/K/A/ FREDERICK S. VAILL, JR. and LILLIAN S. VAILL, known to be the individuals described in and who executed the foregoing instrument and they acknowledged before me that they executed by same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of December, 1987.

[Signature]
Notary Public, State of Florida
My Commission Expires: 01/15/88

FILED AT ST. JOHNS FLORIDA
1987 DEC -9 PM 3:14
[Signature]
CLERK OF COUNTY



834 2026

89 25525

This Instrument Prepared By:

JOHN D. BAILEY, JR.
Upchurch, Bailey & Upchurch, P.A.
750 N. Ponce de Leon Boulevard
St. Augustine, Florida 32085-3007

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF MOULTRIE FORESIDE

UNIT II

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions of Moultrie Foreside, Unit II, recorded in Official Records Book 766, Pages 1557 through 1561, of the Public Records of St. Johns County, Florida, (the "Declaration") is made as of the date hereinafter set forth, by FREDERICK S. VAILL, a/k/a FREDERICK S. VAILL, JR., and LILIAN S. VAILL, his wife (the "Developer").

WITNESSETH:

WHEREAS, Developer, is the owner of a majority of lots within Moultrie Foreside, Unit II (the "Property"), and desires to amend the Declaration for the purpose of increasing the minimum square footage and dwelling cost requirements as to all lots which are owned by the Developer and have not been conveyed to third parties.

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FILE 834 FILE 2027

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Paragraph 1 of the Declaration is hereby deleted and the following paragraph 1 is inserted in place thereof:

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 the property containing less than 2,200 square feet of heated area, for a one (1) story dwelling, nor less than 1,200 square feet of ground floor area for a dwelling of more than one (1) story, with a minimum of 1,000 square feet being required in the additional stories, together with a minimum of attached double car enclosed garage, not to exceed a three (3) car garage. The minimum construction cost of such residence shall be \$110,000.00. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 2,200 square feet of living area and not considered a part thereof. For purposes of this paragraph the term "construction cost" shall include the cost of all materials and labor, permit fees and any contractor's fees associated with construction of a residence.

The provisions of this amendment shall be binding on and enforceable against third parties who purchase lots in the property from the Developer subsequent to the recording of this

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amendment. The date of recording of the deed from the Developer to a third party shall be considered the date of purchase for purposes of this amendment.

IN WITNESS WHEREOF, the undersigned Developer has affixed their hand and seal on this 16 day of October, 1989.

Signed, sealed and delivered in the presence of:

Linda S. Liddell
Witness

Frederick S. Vaill (SEAL)
FREDERICK S. VAILL, a/k/a
FREDERICK S. VAILL, JR.

Linda S. Liddell
Witness

Lillian S. Vaill (SEAL)
LILLIAN S. VAILL

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared, FREDERICK S. VAILL, a/k/a FREDERICK S. VAILL, JR., and LILLIAN S. VAILL, his wife, known to be the persons described in and who executed this foregoing Amendment to Declaration of Covenants and Restrictions of Moultrie Foreside, Unit II, and acknowledged before me that they executed same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of October, 1989.

Linda S. Liddell
Notary Public
State of Florida at Large

My commission expires:
4-28-93



89 OCT 19 PM 3:05

Glenn H. ...
CLERK OF COUNTY COURT