

91 20298

O.R. 904 PG 0042

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Recording 53.00 Surcharge 7.00

AGREEMENTS, DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL PROPERTY IN
THE MOULTRIE RESERVE, ST. AUGUSTINE
SUBDIVISION

DECLARANT, Michael W. Boles, his successors or assigns, does hereby declare and establish the Protective Covenants and Restrictions hereinafter set forth upon the following described lands in ST. JOHNS COUNTY, to-wit:

See Schedule A for
"LEGAL"

These restrictions will in no way interfere with the normal living of responsible neighbors, but are designed to fully insure the value of the buyer's investment.

The covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of thirty (30) years from the date hereof, after which said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then record owners of parcels has been recorded agreeing to change the covenants in whole or in part; except that the Declarant reserve the right to amend such covenants and restrictions as herein provided.

The subject property, in addition to the covenants and restrictions contained herein, are conveyed subject to all present and future rules and regulations of the County of ST. JOHNS, State of Florida, if any, relative to zoning and construction.

1. USES AND PURPOSES

The subject parcel shall not be subdivided, or conveyed, in tracts of less than the plotted size shown of record, and only one family dwelling unit per subdivided lot shall be permitted. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the lots, nor shall any noxious or offensive activity be carried on upon any of the property; nor shall anything be done which may be or become annoyance or nuisance to the neighborhood. Except for a reasonable period during actual construction of a residence, no trailer, tent, shack or other structure shall be erected or used upon any of the property, and in no event shall such structure be used as living quarters, temporary or permanent.

*This document is being RECORDED in order
to add D.E.R. Declaration on COVENANTS and RESTRICTIONS
and UTAPE minimum ~~1200~~ 1200 and could square
surface from 1200 to 1,500, etc.*

*Full Prime Time Events
1830 Holly Oaks Lane, Dr.
Jan. Feb 3 2005*

LC 5317

2. SQUARE FOOTAGE, SETBACKS, MATERIAL

Minimum houses square footage shall be ¹⁵⁰⁰ ~~1000~~ square feet of enclosed living area. Ranch style, rough stained wood, glass, brick and native stone exteriors are encouraged. Concrete block is permitted if stuccoed or brick veneered. Construction of houses must be completed within one year from commencement. Setbacks shall be 25 feet minimum from any street and 8 feet minimum from side property lines all in conformity with the requirements for the zoning category of the parcel. No fencing along any street shall be made of barbed wire, hog wire, chicken wire or chain link or like materials. Cypress, rough hewn, or wooden decorative fences will be allowed along street sides.

All house plans shall also include a two-car garage attached/or unattached to the main house structure. Square footage of the aforesaid garage may not be included as "living area" for purposes of meeting the minimum requirements above.

No above ground pools shall be permitted under any circumstances. All installations of heat pumps, jacuzzis or hot tubs and any like facility shall be no less than 25 feet from property line. All building plans must be approved by THE MOULTRIE RESERVE ARCHITECTURAL REVIEW BOARD, prior to construction. This Board shall initially be composed of the Declarator. Upon the sale of 50% of the subdivision lots this duty shall be assumed by the officers of THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION.

3. Property Owners Association

The Agreements, Declaration of Covenants, Conditions, Restrictions and Affirmative Obligations applicable to all property in THE MOULTRIE RESERVE SUBDIVISION shall be carried out by THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION. This entity shall become operational upon the sale of the twelve lots to persons other than Declarant. The Declarant shall appoint the founding officers which shall consist of the following:

1. President
2. Vice President
3. Secretary
4. Treasurer

Thereafter the officers shall be elected by a majority of the property owners within THE MOULTRIE RESERVE SUBDIVISION. Officers shall serve a one year term effective the date of appointment or election. Persons serving in any capacity as an officer shall be limited to serving any office, or combination of offices, a maximum of two consecutive years. After that period of service, persons must take a two year leave before serving as an officer again.

Officers shall call a meeting of THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION at least every 90 days with any number of attendees constituting a quorum. The officers shall be empowered to collect fees and dues, establish bank accounts and conduct other business necessary to accomplish the goals and objectives as contained herein.

For each lot purchased, every owner or owners of record shall be entitled to membership in THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION. For each lot purchased, each owner or owners of record shall be entitled to one combined vote in the affairs of THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION. Therefore the 24 lots of the subdivision shall generate a maximum of 24 votes regardless of the number of owners of a given lot. Property owners may have their interest represented by a designated or authorized party presenting written authority.

4. EASEMENTS

All easements shall be perpetual in duration and are recorded on THE MOULTRIE RESERVE plat map. Utility easements shall be defined as easements for installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, drainage, electric, gas, telephone or other necessary utilities. The Property Owners Association reserves the right to burden any parcel for any easements which may be necessary to service the subdivision as a whole, either now or in the future. The Property Owners Association and authorized third parties shall have a perpetual right of ingress and egress over any parcel for servicing or the performance of any activity deemed to be for the good of the subdivision as a whole. Additionally, property owners are required to maintain, landscape, mow and in general tend and caretake their property up to the edge of the street, irregardless of any easements or rights-of-way that are or may be vested in any third party.

5. MINING

No drilling or mining operations shall be carried on or permitted upon any lot, with the exception of drilling for water purposes.

6. Signs

No commercial signs of any nature, except one professional sign of not more than one square foot, if allowed under the zoning rules and regulations shall be erected or permitted to remain on any lot. One sign not to exceed five square feet may be used to advertise the property for sale or rent.

7. NUISANCES

All homes, structures, fences, lawn, etc., shall be maintained in a neat and orderly manner at all times. Unused parked vehicles, refuse piles, debris, trash, scrap metal, or other unsightly objects will not be permitted. All exterior garbage containers shall be screened from view of adjoining property owners and road.

8. TRAILERS, BOATS, ETC.

Mobile homes will not be allowed under any conditions. Travel trailers, campers or motor homes may not be used for permanent living purposes. Additionally, all travel trailers, campers or motor homes must be parked or garaged to the rear of dwellings and out of view from the streetside. This also applies to any vehicles, trailers, boats or conveyance of any shape or form, except automobiles as noted below.

9. AUTOMOBILES

All automobiles shall be garaged or parked on driveway areas wholly contained on the individually owned lots. No vehicles of any type shall be parked in front yards, drainage swales, road shoulders or environmental set aside areas.

10. WATER, SEWER, TELEPHONE, ELECTRIC

Water and sewer systems will be individually supplied by lot owners. (Water has been run or already exists to the street frontage of each lot). They must be permitted by governing agency prior to installations. Telephone and electric service may be obtained individually from Southern Bell Telephone and the Florida Power and Light Company respectively.

~~The following information is being furnished for your information only. It is not intended to be used as a basis for any action. The information is subject to change without notice. The information is provided for your reference only. The information is not to be used for any other purpose. The information is not to be distributed outside of your organization. The information is not to be used for any other purpose. The information is not to be distributed outside of your organization. The information is not to be used for any other purpose. The information is not to be distributed outside of your organization.~~

2.1. ANIMALS

Animals will be allowed providing they meet with all applicable health and zoning requirements. Regardless of whether allowed by these requirements, no animals shall pose a nuisance to other property owners.

12. DRIVEWAY CONNECTIONS

All driveway connections to streets and/or all culvert installations shall be permitted by ST. JOHNS COUNTY BUILDING DEPARTMENT prior to installation and shall be at the expense of the property owner.

13. SATELLITE TELEVISION RESTRICTIONS

Television Satellite Receiving Dishes of any and all types available now or in the future will be allowed only if they are screened from view and not located at the front of any property.

14. MAINTENANCE OF EASEMENTS UP TO STREET CURB

Landowners shall maintain, mow, keep and husband, their property up to the edge of the street regardless of any easements granted or rights-of-way vested in any third party. Should this area have been damaged or destroyed during the course of lot clearing or home construction the property owner shall be responsible for restoring this area to its original state.

15. MAINTENANCE OF DRAINAGE AREAS

The Property Owner's Association shall maintain the retention ponds, drainage outfall ditches, shoulders and swales and will look to the property owners for assessments for same.

16. WETLANDS

It is understood that part of the natural beauty of THE MOULTRIE RESERVE is the wetlands area, set aside for the enjoyment of the property owners. For this reason no property owner, their agents, employees, guest or family shall not in any way harm a wetlands area whether before or after construction. This includes attempts to fill, drain, mow or cut any elements within this area regardless of the circumstance. Should such damage take place in addition to penalties afforded by the State of Florida, THE PROPERTY OWNERS ASSOCIATION shall be empowered to require the property owner to completely restore the damaged area on this property.

17. ROADS/EASEMENT OF RIGHT OF WAY

The ownership and easement for all purposes over all roads shown by the aforesaid plat of THE MOULTRIE RESERVE SUBDIVISION or any additions thereto shall be in the Declarant: nothing contained in this declaration or in the recordation of the aforesaid plat or any future subdivision plats shall be construed as a dedication of such road for public use, nor shall it be construed as an easement for right of way for the public use.

However, Declarant hereby grants a perpetual non-exclusive easement of right of way over such roads for ingress and egress and for all utilities to each of the owners of the lots shown on the plats of THE MOULTRIE RESERVE SUBDIVISION and such easement shall be appurtenant to and shall pass with the transfer of interest in any lot. The Declarant shall transfer, grant, sell, or assign

ownership of the roads established in the subdivision to THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION to be composed of owners within the subdivision after 50% of the platted lots have been sold or ownership transferred to others. Upon such transfer, the Association shall have control and maintenance responsibilities of the rights of way and shall make any reasonable regulations for the control and use of such.

"Maintenance of the Easements for Right of Way" - (a) The Declarant shall be responsible for the initial construction of the roads for right of way within the subdivision. (b) Thereafter, the cost of maintenance, repair, improvement, construction or reconstruction and preservation of the roads for right of way shall be prorated among all owners who utilize said easements as their primary means of ingress and egress from their respective lot to the state maintained highway. Only those owners who utilize, as hereinbefore set forth, the easement to be maintained, repair, etc. shall be responsible for the prorated cost for the same. (c) The road shall be maintained to a standard condition equal to its condition as initially constructed. There shall be no obligation to upgrade the road to a superior condition unless seventy-five percent (75%) of the owners agree in writing. (d) No owner of an interest in any lot or lots shown on the subdivision plat shall make any request of the County of St. Johns or the Florida Department of Transportation for the construction, maintenance or repair of the road for rights-of-way referred to herein and shown on the subdivision plat until such time as the road for right-of-way has been brought up to the existing county and/or state highway specifications and properly dedicated to the public use without cost to said county or highway department. (e) If the road for right-of-way or any portion thereof is damaged by the use of farm, construction, logging equipment or other heavy vehicular traffic, then the responsibility of the repair shall be borne by the owner, his family, guests or invitees authorizing the use of said road to that vehicular traffic. (f) In the event that the need for maintenance and repair is caused by the willful act or neglect of the owner, his family, guest or invitees, such repairs and maintenance may be undertaken by the Declarant, its successors or assigns and the cost thereof shall become a debt to which such owner is subject, provided that the Declarant, its assigns or successors in interest, give the owner thirty (30) days written notice of its intention to invoke the provisions of this paragraph. If the owner fails or refuses to commence repairs within fifteen (15) days thereafter, the Declarant shall be authorized to commence repairs and invoke the provisions of this paragraph. (g) The obligation to contribute to repair, maintenance, construction, reconstruction or preservation of the easement for right of way shall arise at any time that a majority of the property owners utilizing that easement agree that is required. Any property owner

failing to contribute his/her prorata share of the cost of maintenance can be charged by the other owners for his/her proper share. Such charge, along with the cost of collection, including attorney's fees, may be collected by any legal process available for collection of debts, and subject to determination by the court that such repairs and/or maintenance was necessary and that a majority of the owners had agreed to the same. (h) The owners, may adopt an annual assessment and establish an account for placement of the annual assessment. The treasurer of THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION shall administer this account for the maintenance of the easements for right-of-way.

18. ENFORCEMENT

In the event of a violation of these covenants, it shall be lawful for the Declarant, the property owners association or any person or persons owning a parcel within the subdivision to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same. The prevailing party shall be entitled to reasonable attorneys fee.

19. SEVERABILITY

If any one or more of these restrictions should be declared invalid by a Court of competent jurisdiction, the remaining restrictions not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

20. AMENDMENT

The Declarant reserves the right to amend this Declaration of Protective Covenants and Restrictions at any time and to release or remove any of said restrictions so long as Declarant is the owner of not less than fifty percent (50%) of the subject property or if the owners of not less than fifty percent (50) of the subject property joins the execution of such release or amendment.

IN WITNESS WHEREOF, Declarant has executed these Protective Covenants and Restrictions this ____ day of _____, 1991.

In addition to the previous seven pages the following Department of Environmental Regulations "Declaration of Covenants and Restrictions" shall also apply.

Declaration of Covenants and Restrictions

Definitions

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

Use of Property

Surface Water or Stormwater Management System

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Amendment

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

Enforcement

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

Signed, Sealed and delivered
in the presence of:

O.R. 904 PG 0049

O.R. 928 PG 0840

Witness as to Buyer(s)

Buyer

Witness as to Buyer(s)

Buyer

Buyer

Buyer

THE MOULTRIE RESERVE

By: *Michael W. Boles*

Michael W. Boles

STATE OF FLORIDA
COUNTY OF *Orange*

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared, MICHAEL
W. BOLES of THE MOULTRIE RESERVE, and

to known to be the person (s) described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State last
aforesaid this *26* day of *July*, 1991.

William L. Boles
NOTARY PUBLIC

My Commission Expires:

11/10/00 OK 8X

O.R. 904 PG 0050

O.R. 928 PG 0841

ARTICLES OF INCORPORATION

OF

THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION

THE UNDERSIGNED, being of legal age and competent to contract, for the purpose of organizing a corporation pursuant to the laws of the State of florida, does hereby adopt the following Articles of Incorporation, and does hereby agree and certify as follows:

ARTICLE I

Name & Status

The name of this Corporation shall be THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION, INC. The Corporation shall be non-profit.

ARTICLE II

Commencement of Corporate Existence

This Corporation shall commence corporate existence upon the filing of these Articles, and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE III

Purposes and General Powers

The purposes of this Corporation shall be to engage in any and all lawful activities permitted under the Florida General Corporation Act, as the same now exists and as hereafter amended. The Corporation's main function shall be to carry out the duties and obligations as outlined in the Agreements, Declarations of Covenants, Conditions, Restrictions and Affirmative Obligations. (See attached Exhibit A)

ARTICLE IV

Capital Stock

1. Number and Class of Shares Authorized: Par Value. The Capital stock authorized, the par value thereof, and the class of such stock shall be as follows:

<u>Number of</u> <u>Shares Authorized</u>	<u>Par Value</u> <u>Per Share</u>	<u>Class</u> <u>of Stock</u>
24	\$1.00	Common

The consideration for all of the above stock shall be included in the cost of each lot purchased in the Moultrie Reserve Subdivision. While the stock shall be held in trust by The Moultrie Reserve Property Owners Association for each lot purchased the owner of record shall be entitled to one share of stock. Rights and ownership of said stock shall pass with the transfer of ownership in the 24 lots of The Moultrie Reserve Subdivision.

2. Voting Rights. The Common Stock shall possess and exercise exclusive voting rights and at all meetings each record holder of such stock shall be entitled to one vote.

ARTICLE V

Initial Registered Office and Agent

The initial registered office of this Corporation shall be located at, and the initial registered agent of the Corporation shall be James A. Hartman, Esquire, 400 East South Street, Suite 500, Orlando, Florida 32801.

ARTICLE VI

Initial Board of Directors

This Corporation shall have one (1) director(s) initially. The number of directors may be either increased or diminished from time to time as voted by the Property Owners of The Moultrie Reserve Subdivision. The names(s) and street address(es) of the initial director(s) of this Corporation is /are:

Michael W. Boles, 400 East South Street, Suite 202
Orlando, Florida 32801

ARTICLE VII

Incorporator

The name and street address of the person signing these Articles as Incorporator is: James A. Hartman, 400 East South Street, Suite 500, Orlando, Florida 32801.

ARTICLE VIII

Bylaws

Except as otherwise provided by law, the power to adopt, alter, amend or repeal the bylaws of this Corporation shall be vested in the Property Owners of The Moultrie Reserve Subdivision.

ARTICLE IX

Indemnification

In addition to any rights and duties under applicable law, the Corporation shall indemnify and hold harmless all of its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys' fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE X

Conflicts of Interest

No contract or other transaction between this Corporation and any other corporation, and no act of this Corporation, shall in any way be affected or invalidated by the fact that any of the directors of this Corporation are pecuniarily or otherwise interested in, or are the directors of officers of, such other corporation. Any director individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in any contract or transaction of this Corporation, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, and any director of this Corporation who is also a director or an officer of such other corporation, or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation which shall authorize any such contract or transaction with like force and effect as if he were not such a director or officer of such other corporation, or not so interested.

ARTICLE XI

Limited Liability of Shareholders

The private property of the shareholders shall not be subject to payment of the Corporation's debts to any extent.

ARTICLE XII

Amendment

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

O.R. 304 PG 0053

O.R. 928 PG 0844

ARTICLE XII

Headings and Captions

The headings and captions of these various articles are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various articles shall not be influenced by any of said headings or captions.

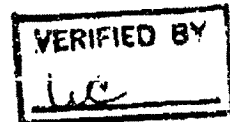
IN WITNESS WHEREOF, the undersigned being the incorporator hereinbefore named, for the purpose of forming a corporation under and pursuant to the laws of the State of Florida to do business both within and without the State of Florida, hereby makes and files these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereunto and hereunto sets his hand and seal this 31st day of May, 1991.

James A. Hartman

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

91 AUG -2 AM 10:56

Carl "Bud" Mankie
CLERK OF CIRCUIT COURT



91 20250

O.R. 904 PB 0042

AGREEMENTS, DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL PROPERTY IN
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See Schedule A for
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These restrictions will in no way interfere with the normal living of responsible neighbors, but are designed to fully insure the value of the buyer's investment.

The covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of thirty (30) years from the date hereof, after which said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then record owners of parcels has been recorded agreeing to change the covenants in whole or in part; except that the Declarant reserve the right to amend such covenants and restrictions as herein provided.

The subject property, in addition to the covenants and restrictions contained herein, are conveyed subject to all present and future rules and regulations of the County of ST. JOHNS, State of Florida, if any, relative to zoning and construction.

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The subject parcel shall not be subdivided, or conveyed, in tracts of less than the plotted size shown of record, and only one family dwelling unit per subdivided lot shall be permitted. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the lots, nor shall any noxious or offensive activity be carried on upon any of the property; nor shall anything be done which may be or become annoyance or nuisance to the neighborhood. Except for a reasonable period during actual construction of a residence, no trailer, tent, shack or other structure shall be erected or used upon any of the property, and in no event shall such structure be used as living quarters, temporary or permanent.

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No above ground pools shall be permitted under any circumstances. All installations of heat pumps, scuzzis or hot tubs and any like facility shall be no less than 2 feet from property line. All building plans must be approved by THE MOULTREE RESERVE ARCHITECTURAL REVIEW BOARD, prior to construction. This Board shall initially be composed of the Mayor. Upon the sale of 50% of the subdivision lots this duty shall be assumed by the officers of the subdivision (THE RESERVE PROPERTY OWNERS ASSOCIATION).

Property Owners Association

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1. President
2. Vice President
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After the officers shall be elected by a majority of the property owners within THE MOULTREE RESERVE SUBDIVISION. Officers shall serve a one year term effective the date of appointment or election. Persons serving in any capacity as an officer shall be limited to serving any office, or combination of offices, a maximum of two consecutive years. After that period of service, persons must take a two year leave before serving as an officer again.

O.R. 904 PB 0044

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O.R. 904 PG 0045

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14. MAINTENANCE OF EASEMENTS UP TO STREET CURB

Landowners shall maintain, mow, keep and husband, their property up to the edge of the street regardless of any easements granted or rights-of-way vested in any third party. Should this area have been damaged or destroyed during the course of lot clearing or home construction the property owner shall be responsible for restoring this area to its original state.

15. MAINTENANCE OF DRAINAGE AREAS

The Property Owner's Association shall maintain the retention ponds, drainage outfall ditches, shoulders and swales and will look to the property owners for assessments for same.

16. WETLANDS

It is understood that part of the natural beauty of THE MOULTRIE RESERVE is the wetlands area, set aside for the enjoyment of the property owners. For this reason no property owner, their agents, employees, guest or family shall not in any way harm a wetlands area whether before or after construction. This includes attempts to fill, drain, mow or cut any elements within this area regardless of the circumstance. Should such damage take place in addition to penalties afforded by the State of Florida, THE PROPERTY OWNERS ASSOCIATION shall be empowered to require the property owner to completely restore the damaged area on this property.

17. ROADS, EASEMENT OF RIGHT OF WAY

The ownership and easement for all purposes over all roads shown by the aforesaid plat of THE MOULTRIE RESERVE SUBDIVISION or any additions thereto shall be in the Declarant: nothing contained in this declaration or in the recordation of the aforesaid plat or any future subdivision plats shall be construed as a dedication of such road for public use, nor shall it be construed as an easement for right of way for the public use.

However, Declarant hereby grants a perpetual non-exclusive easement of light of way over such roads for ingress and egress and for all utilities to each of the owners of the lots shown on the plats of THE MOULTRIE RESERVE SUBDIVISION and such easement shall be appurtenant to and shall pass with the transfer of interest in any lot. The Declarant shall transfer, grant, sell, or assign

ownership of the roads established in the subdivision to THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION to be composed of owners within the subdivision after 50% of the platted lots have been sold or ownership transferred to others. Upon such transfer, the Association shall have control and maintenance responsibilities of the rights of way and shall make any reasonable regulations for the control and use of such.

"Maintenance of the Easements for Right of Way" - (a) The Declarant shall be responsible for the initial construction of the roads for right of way within the subdivision. (b) Thereafter, the cost of maintenance, repair, improvement, construction or reconstruction and preservation of the roads for right of way shall be prorated among all owners who utilize said easements as their primary means of ingress and egress from their respective lot to the state maintained highway. Only those owners who utilize, as hereinbefore set forth, the easement to be maintained, repair, etc. shall be responsible for the prorated cost for the same. (c) The road shall be maintained to a standard condition equal to its condition as initially constructed. There shall be no obligation to upgrade the road to a superior condition unless seventy-five percent (75%) of the owners agree in writing. (d) No owner of an interest in any lot or lots shown on the subdivision plat shall make any request of the County of St. Johns or the Florida Department of Transportation for the construction, maintenance or repair of the road for rights-of-way referred to herein and shown on the subdivision plat until such time as the road for right-of-way has been brought up to the existing county and/or state highway specifications and properly dedicated to the public use without cost to said county or highway department. (e) If the road for right-of-way or any portion thereof is damaged by the use of farm, construction, logging equipment or other heavy vehicular traffic, then the responsibility of the repair shall be borne by the owner, his family, guests or invitees authorizing the use of said road to that vehicular traffic. (f) In the event that the need for maintenance and repair is caused by the willful act or neglect of the owner, his family, guest or invitees, such repairs and maintenance may be undertaken by the Declarant, its successors or assigns and the cost thereof shall become a debt to which such owner is subject, provided that the Declarant, its assigns or successors in interest, give the owner thirty (30) days written notice of its intention to invoke the provisions of this paragraph. If the owner fails or refuses to commence repairs within fifteen (15) days thereafter, the Declarant shall be authorized to commence repairs and invoke the provisions of this paragraph. (g) The obligation to contribute to repair, maintenance, construction, reconstruction or preservation of the easement for right of way shall arise at any time that a majority of the property owners utilizing that easement agree that is required. Any property owner

failing to contribute his/her prorata share of the cost of maintenance can be charged by the other owners for his/her proper share. Such charge, along with the cost of collection, including attorney's fees, may be collected by any legal process available for collection of debts, and subject to determination by the court that such repairs and/or maintenance was necessary and that a majority of the owners had agreed to the same. (h) The owners, may adopt an annual assessment and establish an account for placement of the annual assessment. The treasurer of THE MOULTON RESERVE PROPERTY OWNERS ASSOCIATION shall administer this account for the maintenance of the easements for right-of-way.

18. ENFORCEMENT

In the event of a violation of these covenants, it shall be lawful for the Declarant, the property owners association or any person or persons owning a parcel within the subdivision to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same. The prevailing party shall be entitled to reasonable attorneys fees.

19. SEVERABILITY

If any one or more of these restrictions should be declared invalid by a Court of competent jurisdiction, the remaining restrictions not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

20. AMENDMENT

The Declarant reserves the right to amend this Declaration of Protective Covenants and Restrictions at any time and to release or remove any of said restrictions so long as Declarant is the owner of not less than fifty percent (50%) of the subject property or if the owners of not less than fifty percent (50) of the subject property joins the execution of such release or amendment.

IN WITNESS WHEREOF, Declarant has executed these Protective Covenants and Restrictions this ____ day of _____, 1991.

Signed, sealed and delivered
in the presence of:

O.R. 904 PG 0049

Witness as to Buyer(s)

Buyer

Witness as to Buyer(s)

Buyer

Buyer

Buyer

THE MOUNTAIN RESERVE

By: Michael W. Bolas
Michael W. Bolas

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared, MICHAEL
W. BOLAS of THE MOUNTAIN RESERVE, and

to know, to be the person (s) described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 21 day of July, 1991.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 22, 1992
Berkley, New York Public - Notary Public

D.R. 904 PG 0050

ARTICLES OF INCORPORATION

OF

THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION

THE UNDERSIGNED, being of legal age and competent to contract, for the purpose of organizing a corporation pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation, and does hereby agree and certify as follows:

ARTICLE I

Name & Status

The name of this Corporation shall be THE MOULTRIE RESERVE PROPERTY OWNERS ASSOCIATION, INC. The Corporation shall be non-profit.

ARTICLE II

Commencement of Corporate Existence

This Corporation shall commence corporate existence upon the filing of these Articles, and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE III

Purposes and General Powers

The purposes of this Corporation shall be to engage in any and all lawful activities permitted under the Florida General Corporation Act, as the same now exists and as hereafter amended. The Corporation's main function shall be to carry out the duties and obligations as outlined in the Agreements, Declarations of Covenants, Conditions, Restrictions and Affirmative Obligations. (See attached Exhibit A)

ARTICLE IV

Capital Stock

1. Number and Class of Shares Authorized; Par Value. The Capital stock authorized, the par value thereof, and the class of such stock shall be as follows:

Number of Shares Authorized	Par Value Per Share	Class of Stock
24	\$1.00	Common

O.R. 904 PG 0051

The consideration for all of the above stock shall be included in the cost of each lot purchased in the Moultrie Reserve Subdivision. While the stock shall be held in trust by The Moultrie Reserve Property Owners Association for each lot purchased the owner of record shall be entitled to one share of stock. Rights and ownership of said stock shall pass with the transfer of ownership in the 24 lots of The Moultrie Reserve Subdivision.

2. Voting Rights. The Common Stock shall possess and exercise exclusive voting rights and at all meetings each record holder of such stock shall be entitled to one vote.

ARTICLE V

Initial Registered Office and Agent

The initial registered office of this Corporation shall be located at, and the initial registered agent of the Corporation shall be James A. Hartman, Esquire, 400 East South Street, Suite 500, Orlando, Florida 32801.

ARTICLE VI

Initial Board of Directors

This Corporation shall have one (1) director(s) initially. The number of directors may be either increased or diminished from time to time as voted by the Property Owners of The Moultrie Reserve Subdivision. The names(s) and street address(es) of the initial director(s) of this Corporation is /are:

Michael W. Boles, 400 East South Street, Suite 202
Orlando, Florida 32801

ARTICLE VII

Incorporator

The name and street address of the person signing these Articles as Incorporator is: James A. Hartman, 400 East South Street, Suite 500, Orlando, Florida 32801.

ARTICLE VIII

Bylaws

Except as otherwise provided by law, the power to adopt, alter, amend or repeal the bylaws of this Corporation shall be vested in the Property Owners of The Moultrie Reserve Subdivision.

ARTICLE IX

Indemnification

In addition to any rights and duties under applicable law, the Corporation shall indemnify and hold harmless all of its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys' fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE X

Conflicts of Interest

No contract or other transaction between this Corporation and any other corporation, and no act of this Corporation, shall in any way be affected or invalidated by the fact that any of the directors of this Corporation are pecuniarily or otherwise interested in, or are the directors or officers of, such other corporation. Any director individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in any contract or transaction of this Corporation, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, and any director of this Corporation who is also a director or an officer of such other corporation, or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation which shall authorize any such contract or transaction with like force and effect as if he were not such a director or officer of such other corporation, or not so interested.

ARTICLE XI

Limited Liability of Shareholders

The private property of the shareholders shall not be subject to payment of the Corporation's debts to any extent.

ARTICLE XII

Amendment

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

O.R. 904 PB 0053

ARTICLE XII

Headings and Captions

The headings and captions of these various articles are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various articles shall not be influenced by any of said headings or captions.

IN WITNESS WHEREOF, the undersigned being the incorporator hereinbefore named, for the purpose of forming a corporation under and pursuant to the laws of the State of Florida to do business both within and without the State of Florida, hereby makes and files these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribes thereto and hereunto sets his hand and seal this 31st day of May, 1991.

James A. Hartman

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

31 AUG -2 AM 10:56

Clk "B" M-61
"LEA OF COUNTY CLERK"

AMENDMENT TO
COVENANTS AND RESTRICTIONS
THE MOULTRIE RESERVE

DECLARANT, Fredrick H. Conley and Shirley G. Conley, husband and wife, their successors or assigns, as the owners and holders of an option to purchase the herein property, and Michael W. Boles, as the fee simple owner of the said property, do hereby declare and establish the following amendments to the Covenants and Restrictions of THE MOULTRIE RESERVE, recorded in Official Records Book 928, page 832, public records of St. Johns County, Florida, hereinafter set forth upon the following described lands in St. Johns County, Florida, to-wit:

Lots 11 through 23, The Moultrie Reserve, according to map or plat thereof recorded in Map Book 25, pages 85 and 86, of the public records of St. Johns County, Florida.

The following restrictions to be added to and made a part of the Covenants and Restrictions of the above described property:

ARCHITECTURAL REVIEW: All plans for construction must be submitted to Shirley G. Conley, or her designated representative, for review and approval prior to commencement of construction. All homes to be designed and constructed in conformance with general overall appearance of existing homes.

CONTRACTOR: The designated builder for the above described property is to be Masterpiece Contractors, Inc., a Florida Corporation.

MARKETING: Property herein described to be marketed for sale exclusively by Conley Realty and Development, Inc., a Florida Corporation.

TERM OF THIS AMENDMENT: This Amendment to be in full force and effect only during the term of the Option Agreement with Michael W. Boles dated September , 1992, between the herein parties and will expire at its termination, whether termination be by default or by completion of agreement.

ALL COVENANTS AND RESTRICTIONS RECITED IN THE DECLARATION REFERENCED ABOVE, TO REMAIN IN FULL FORCE AND EFFECT AND ONLY TO BE AMENDED TO ADD THE RESTRICTION HEREIN RECITED.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 24th day of September, 1992.

Signed, Sealed and delivered
in the presence of:

WITNESS

WITNESS

WITNESS

WITNESS

STATE OF FLORIDA

COUNTY OF ST. JOHNS

FREDRICK H. CONLEY

SHIRLEY G. CONLEY

MICHAEL W. BOLES

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared, FREDRICK H. CONLEY and SHIRLEY G. CONLEY, husband and wife, who produced Florida Drivers License as identification, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 1992.



"OFFICIAL SEAL"
Robert M. Graubard
My Commission Expires 6/18/96
Commission #CC 209277

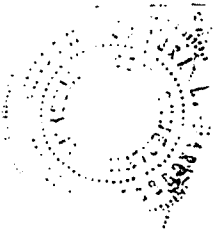
NOTARY PUBLIC, State of Florida
My commission expires:

STATE OF Virginia
COUNTY OF Nelson

O.R. 961 PG 1860

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared, MICHAEL W. BOLES, who produced a Drivers License as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that they executed the same, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of ~~September~~, 1992.
October



Sandra X. Harwood
NOTARY PUBLIC

My commission expires: 12/31/95