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PRAIRIE CREEK

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Prairie Creek subdivision, and to limit the use for which each and every of said lots located in Prairie Creek subdivision is intended.

NOW, THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

PRAIRIE CREEK, according to the plat thereof recorded in Map Book 12, Pages 54 through 57, inclusive, of the Public Records of St. Johns County, Florida, less and excepting the entrance road right of way, named Osceola Trail, and the Loop Road right of way, named Crazy Horse Trail, as recorded in the above mentioned recorded Plat,

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and be binding on

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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.

ARTICLE I

DEFINITIONS

1.01. ASSOCIATION: "Association" shall mean and refer to Moultrie Creek Property Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02. COMMITTEE: "Committee" shall mean and refer to the Architectural Design Committee which shall be appointed by the Association.

1.03. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell; but excluding those having such interest merely as security for the performance of an obligation.

1.04. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05. COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06. LOT: "Lot" shall mean and refer to the lots of land described in the plat of Prairie Creek, according to plat thereof recorded in Map Book 42, Pages 54 through 57, inclusive, of the current public records of St. Johns County, Florida.

1.07. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

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1.08. DECLARANT: "Declarant" shall mean and refer to Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.08. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Prairie Creek and any and all future real property to be platted by the Declarant, its successors and assigns as Prairie Creek subdivision, in the Official Records of St. Johns County, Florida.

1.09. SUCCESSORS AND ASSIGNS: "Successors and Assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Prairie Creek.

1.10. COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.11. BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Prairie Creek plat, above mentioned, as to Lots 12 through 24.

ARTICLE II

RESTRICTIONS

USE RESTRICTION.

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage,

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SETBACK RESTRICTIONS.

2.01. No building or permanent structure shall be erected on any of said Lots nearer than twenty-five (25) feet to the front lot lines of said Lots, nor nearer than twelve and one-half (12.5) feet to any interior side lot lines. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure. Concerning Lots 1 through 4 and 25 through 40, no structure shall be permitted nearer than twenty-five (25) feet to the rear lot line without approval of the Committee. Concerning Lots 12 through 24, any structure east of the Building Restriction Line must be approved by the Committee. For the purpose of this Covenant, concerning Lots 28 and 29, the front of the main structure will face the east lot line. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until their location and architectural and structural design have been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01. None of said Lots shall be divided or resubdivided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No lot shall be replatted, with the exception of Tract A.

3.02. No property or Lot in this subdivision shall be built on that is less than one (1) acre.

3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

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3.04. No residence shall be constructed or maintained upon Lots 1 through 4 and 25 through 40 which shall have a smaller living floor area (exclusive of porches, patios and garages) than 1,500 square feet. No residence shall be constructed or maintained upon Lots 5 through 11 which shall have a smaller living floor area (exclusive of porches, patios and garages) than 2,000 square feet. No residence shall be constructed or maintained upon Lots 12 through 24 which shall have a smaller living floor area (exclusive of porches, patios and garages) than 1,750 square feet. If any of the structures on Lots 1 through 40 be two-story, the minimum ground floor living area (exclusive of porches, patios and garages) shall be 1,000 square feet.

3.05. All garage entrances must be at the end of the building or the rear of the building, except corner Lots, and Lots 28 and 29.

3.06. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. No sign of any kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the Committee.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels,

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mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. 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 that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Prairie Creek.

4.08. No wheeled vehicles of any kind, or boats may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial signs may be parked in the driveway on the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service.

4.09. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

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4.10. No antenna or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.11. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee.

4.12. No mailbox, newspaper box or similar holder shall be permitted on property Owners Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13. No lawn, fence, hedge, tree or landscaping feature on any of said Lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association, or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor and the Association or its duly authorized agent, shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within 30 days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01. hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height or growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

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4.14. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Prairie Creek.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or central sewage treatment plant and collection systems are provided, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

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FENCES.

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by this section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES.

7.01. No fence, wall, hedge or shrub planting which 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 or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE.

8.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

ARTICLE III

EASEMENTS

OWNERSHIP AND RIGHT OF WAY.

1.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, named Osceola Trail, and Loop Road right-of-way, named Crazy Horse Trail, and any

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additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Prairie Creek, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate, the nonexclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which parcels are defined and for convenience are referred to in these covenants and restrictions as "access ways". The Declarant shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land and Declarant or its successors or assigns will maintain said access ways until they are dedicated.

1.02. The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

UTILITIES.

2.01. All easements for utilities and other purposes shown on the plat of Prairie Creek recorded in the plat records of St. Johns County, Florida, above-mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

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2.02. All the Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer lines, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

ARTICLE IV

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Moultrie Creek Property Owners Association, Inc., is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Prairie Creek, St. Johns County, Florida.

1.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event

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a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

1.03. Membership in the Corporation may be transferred only as an incident to the transfer of a Lot or parcel, and such transfer shall be subject to the procedures set forth in these Restrictions.

ARTICLE V

ARCHITECTURAL DESIGN COMMITTEE

1.01. No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said Lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Prairie Creek. Such plans and specifications shall be submitted in writing and for approval, over the signature of the Owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape,

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height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

1.02. The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other Lots.

1.04. If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

1.05. Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the

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Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval

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will not be required, provided that the design and location on the Lot conform to and are in harmony with the existing structures on the Lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

1.08. Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

ARTICLE VI

MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES

1.01. Each and ~~every of said~~ Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the By-Laws of the Association, a copy of which is attached to Restrictions affecting certain lots in Prairie Creek, recorded in Book 296, Pages 601 through 635, inclusive of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

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MEMBERSHIP.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and By-Laws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association.

FEES.

3.01. The initial monthly fee to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be $25.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as is hereinafter provided, but said initial fees shall not be increased prior to January 1, 1978. Thereafter, said fees may be increased or decreased by the Association except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plats of units of Prairie Creek whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the services provided

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by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1978. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04. The Association may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Prairie Creek, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

4.01. Each such fee and interest thereon and reasonable

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court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgage or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former Lot owner of such Lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

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4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots or parcels in Prairie Creek by the acceptance of deeds or leases therefor, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS.

5.01. The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

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USE OF FEES.

6.01. Upon the Declarant deeding to the Association, the Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Prairie Creek, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in Prairie Creek, namely:

A. Maintain the streets and mow grass on the road rights-of-way;

B. Maintain two (2) tennis courts;

C. Maintain guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling;

D. Maintain the common areas;

upon the dedication of each of the above by the Declarant to the Association.

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

6.04. The Association may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns

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County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE VII

MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01. The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

DURATION OF RESTRICTIONS.

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2000, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year, 1986, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Prairie Creek, or commencing with the year 2001, by vote of seventy-five percent (7%) of the then Owners of all of the Lots or tracts in Prairie Creek, it is agreed to change said covenants in whole or in part.

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REMEDIES FOR VIOLATIONS.

3.01. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 13th day of February, A.D. 1976.

In the presence of:

Joyce A. Gibbs

Janet E. Boyle

MAIDEN PARTNERSHIP, LTD.

By Terry W. Pacetti
TERRY W. PACETTI, General Partner

(SEAL)

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STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

Before me personally appeared TERRY W. PACETTI, to me well known and known to me to be the General Partner of Maiden Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partner of said Limited Partnership executed the same; and then and there the said TERRY W. PACETTI, General Partner of Maiden Partnership, Ltd., did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such General Partner for the purposes therein expressed.

WITNESS my hand and official seal, this 13th day of February, A.D. 1976.

Notary Public
State of Florida at Large.

My Commission Expires: January 21, 1980
1-21-80

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BY-LAWS

OF

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.
(A Non-Profit Corporation)

ARTICLE I

GENERAL

Section 1. THE NAME: The name of the corporation shall be "Moultrie Creek Property Owners Association, Inc." (hereinafter referred to as the "Corporation").

Section 2. PRINCIPAL OFFICE: The principal office of the Corporation shall be at Number One Realty of St. Augustine Office Building, U. S. Highway #1 South, St. Augustine, Florida, or at such other place as may be subsequently designated by the Board of Directors for the Corporation.

Section 3. RESIDENT AGENT: For the purpose of service of process the Corporation shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the Corporation for the purpose of service of process.

Section 4. DEFINITIONS: As used herein, references to the lots, tracts or parcels of land shall mean the same as in the various Declarations of Restrictions, affecting property located in Prairie Creek, St. Johns County, Florida, (hereinafter referred to as the "Restrictions") made by Maiden Partnership, Ltd., a limited partnership authorized to and doing business in the State of Florida, and recorded or intended to be recorded, or recorded in the future in the Official Records of St. Johns County, Florida.

ARTICLE II

DIRECTORS

Section 1. NUMBER AND TERM: This Corporation shall be governed by a Board of Directors consisting of five (5) persons to serve until their resignation or until the first meeting of the voting membership to be held on the second Monday of September,

1976. Directors need not be members of the Corporation. Commencing with the first meeting of the member or members, directors shall be elected annually by the members who are entitled to vote at said meeting.

Section 2. VACANCY AND REPLACEMENT: Except as otherwise set forth herein and in the Charter, if the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. REMOVAL: Except as otherwise set forth herein and in the Charter, directors may be removed for cause by the voting member or members from time to time.

Section 4. FIRST BOARD OF DIRECTORS: The first Board of Directors shall consist of Terry W. Pacetti, William D. Mitchell, II, John E. Wilson, Jr., Raymond J. Sweeney, Jr. and Samuel C. Sawyer, Jr., who shall hold office and exercise all powers of the Board of Directors until the first meeting of the voting member or members, anything herein to the contrary notwithstanding.

Section 5. POWERS: The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, these By-Laws or the Restrictions. The powers of the Board of Directors (but not the requirements) shall specifically include, but shall not be limited to the following:

A. To make and collect fees as set forth in the Restrictions, and establish the time within which payment of same are due subject, however, to the requirements set forth in the Restrictions;

B. To use and expend the fees collected for those purposes set forth in the Restrictions;

C. To purchase the necessary furniture, equipment and tools necessary or incidental to the business and purposes

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of the Corporation;

D. To enter into and upon the lots and building sites when necessary and with as little inconvenience to the owner as possible in connection with the maintenance of lawns and the enforcement of the Restrictions;

E. To collect delinquent fees by suit or otherwise;

F. To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;

G. To enter into such contracts and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, including contracts with any of the Class A or Class B members;

H. To make reasonable rules and regulations for the collection of the fees;

I. To appoint the members of the Architectural Design Committee from time to time as set forth in the Restrictions.

Section 6. COMPENSATION: Directors and officers shall not receive compensation for their services, but may receive reimbursement for so-called "out-of-pocket" expenses incurred in the actual performance of their duties.

Section 7. MEETINGS:

A. The first meeting of each newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the meeting of the voting member or members and immediately after the adjournment of same;

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board, or a majority of each Class of voting members. The Secretary shall give notice of each special meeting either personally

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or by mail or telegram, at least three (3) days before the date of such meeting, but the directors may at any time waive notice of the calling of the meeting;

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present, at the meeting, the directors then present may adjourn the meeting without notice other than the announcement at the meeting until a quorum shall be present.

Section 8. ORDER OF BUSINESS: The order of business at all meetings of the Board shall be as follows:

A. Roll call;

B. Reading of Minutes of last meeting;

C. Consideration of communications;

D. Resignations and elections;

E. Reports of officers and employees;

F. Reports of committees;

G. Unfinished business;

H. Original resolutions and new business.

Section 9. ANNUAL STATEMENT: The Board shall account to the members no less often than once each year commencing with the year 1977 as to the total fees collected from the Class A members and as to the method of disbursement of said funds.

ARTICLE III

OFFICERS

Section 1. EXECUTIVE OFFICERS: The executive officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice President.

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Section 2. SUBORDINATE OFFICERS: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. TENURE OF OFFICERS; REMOVAL: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. THE PRESIDENT:

A. The President shall preside at all meetings of the voting membership and of the directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; the seal when affixed shall be attested by the signature of the Secretary;

B. He shall have general superintendence and direction of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly;

C. He shall submit a report of the operation of the Corporation for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice;

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a Corporation.

Section 5. THE VICE PRESIDENT: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties

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as may be prescribed by the President or the Board of Directors.

Section 6. THE SECRETARY:

A. The Secretary shall keep the minutes of the meetings of the voting membership and of the Board of Directors' meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors or as set forth in the Restrictions.

Section 7. THE TREASURER:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of ~~Directors~~;

B. He shall disburse the funds of the Corporation as ordered by the President or the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation;

C. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation in case of his death,

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resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bond.

Section 8. VACANCIES: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. RESIGNATIONS: Any directors or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. DEFINITION: Each lot owners shall be a member of the Corporation and membership in the Corporation shall be limited to said lot owners and Maiden Partnership, Ltd. An owner will cease to be a member of the Corporation upon the sale, transfer or disposition of the member's lot or parcel.

Section 2. CLASSES AND VOTING: Membership shall be divided into two (2) classes, namely Class A and Class B. Class A members shall consist of the lot owners and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at

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which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

Section 3. TRANSFER OF MEMBERSHIP AND OWNERSHIP: Membership in the Corporation may be transferred only as an incident to the transfer of a lot or parcel, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V

MEETINGS

Section 1. PLACE: All meetings of the voting membership shall be held at the main office of the Corporation in St. Augustine, Florida, or such other place and time as may be stated in the notice thereof.

Section 2. ANNUAL MEETING:

A. The first annual meeting shall be held on the second Monday of September of 1976 or such prior or later time as the first Board of Directors may determine;

B. Regular annual meetings subsequent to the first meeting shall be held on the second Monday of September of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following;

C. At the annual meeting, the membership entitled to vote shall elect a Board of five (5) Directors as provided for in Article II, Section 1, and transact such other business as may properly come before the meeting;

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D. All annual meetings shall be held at the hour of 7:00 O'Clock P.M.

Section 3. SPECIAL MEETINGS: Special meetings of the voting membership for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, a majority of the Board of Directors or by a majority of each class of voting membership. Such request shall state the purpose or purposes of the proposed meeting.

ARTICLE VI

NOTICES

Section 1. DEFINITION: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or voting member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed to the address of the person entitled thereto as appears on the books of the Corporation or by causing same to be delivered to the residence of the person entitled thereto.

Section 2. SERVICE OF NOTICE - WAIVER: Whenever any notice is required to be given under the provisions of the statutes or of the Restrictions or the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. ADDRESS: The address for notice to the Corporation is Number One Realty of St. Augstine Office Building, U. S. Highway #1 South, St. Augustine, Florida.

ARTICLE VII

FINANCES

Section 1. FISCAL YEAR: The Corporation shall operate upon the calendar year beginning on the 1st day of January and

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ending on the 31st day of December each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the Corporation.

Section 2. CHECKS: All checks or demands for money and notes of the Corporation shall be signed by any one of the following officers: President or Treasurer or by such officer or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII

SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

NO STOCK

This Corporation shall never have or issue shares of stock and/or certificates of membership.

ARTICLE X

DEFAULT

In the event a lot or parcel owner does not pay any of the fees required to be paid to the Corporation at the time same may be due, the Corporation, acting on its own behalf or through its Board of Directors or their agents, may enforce its lien for the fees, or take such other action to recover the fees to which it is entitled, in accordance with the Restrictions and any statutes made and provided. If an action of foreclosure is brought against the owner of a lot or parcel for non-payment of monies due the Corporation and as a result thereof, the interest of the said owner in and to the lot or parcel is sold, then the

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owner will thereupon cease to be a member of the Corporation.

If the Corporation becomes the owner of a lot or parcel by reason of foreclosure, it shall offer said lot or parcel for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for the fees, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the lot or parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the lot or parcel in question.

ARTICLE XI

MISCELLANEOUS

Section 1. BINDING CORPORATION: No lot or parcel owner or member, except as an officer of this Corporation shall have any authority to act for the Corporation or bind the Corporation.

Section 2. INVALIDITY: If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

ARTICLE XII

AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the voting membership or as otherwise provided by law, or in the Certificate of Incorporation or the Restrictions.

ARTICLE XIII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine,

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feminine or neuter; singular or plural, wherever the context so requires. In the event of any discrepancy between these By-Laws and the Certificate of Incorporation of Moultrie Creek Property Owners Association, Inc., then the Certificate of Incorporation shall prevail.

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

FEB 24 12 31 PM '76

CLERK CIRCUIT COURT

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76 3445

PRAIRIE CREEK II

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H :

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

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Prairie Creek subdivision, and to limit the use for which each and every of said lots located in Prairie Creek subdivision is intended.

NOW, THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

> PRAIRIE CREEK II, according to the plat thereof recorded in Map Book 12, Pages 65 through 68, inclusive, of the Public Records of St. Johns County, Florida,

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and be 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.

ARTICLE I.

DEFINITIONS

1.01. ASSOCIATION: "Association" shall mean and refer to Moultrie Creek Property Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02. COMMITTEE: "Committee" shall mean and refer to the Architectural Design Committee which shall be appointed by the Association.

1.03. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.04. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05. COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06. LOT: "Lot" shall mean and refer to the lots of land described in the plat of Prairie Creek II, according to plat thereof recorded in Map Book 12, Pages 65 through 68, inclusive, of the current public records of St. Johns County, Florida.

1.07. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

1.08. DECLARANT: "Declarant" shall mean and refer to

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Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.09. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Prairie Creek II and any and all future real property to be plated by the Declarant, its successors and assigns as Prairie Creek subdivision, in the Official Records of St. Johns County, Florida.

1.10. SUCCESSORS AND ASSIGNS: "Successors and assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Prairie Creek II.

1.11. COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.12. BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Prairie Creek II plat, above mentioned, as to Lots 24 and 53 through 57.

ARTICLE II.

RESTRICTIONS

USE RESTRICTION.

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage.

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SETBACK RESTRICTIONS.

2.01. No building or permanent structure shall be erected on any of said Lots nearer than twenty-five (25) feet to the front lot lines of said Lots, nor nearer than twelve and one-half (12.5) feet to any interior side lot lines, nor nearer than twenty-five (25) feet to the rear lot lines of said Lots. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure. Concerning Lots 24 and 53 through 57, any structure east of the Building Restriction Line must be approved by the Committee. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until their location and architectural and structural design have been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01. None of said Lots shall be divided or resubdivided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No lot shall be replatted.

3.02. No property or Lot in this subdivision shall be built on when said property or Lot is less than one (1) acre.

3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

3.04. No residence shall be constructed or maintained upon Lots 25, 41 through 48, inclusive, 58 through 64, inclusive, and 75 through 86, inclusive, which shall have a smaller living floor

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area (exclusive of porches, patios and garages) than 1,500 square feet. No residence shall be constructed or maintained upon Lots 24, 49 through 57 inclusive, and 65 through 74 inclusive, which shall have a smaller living floor area (exclusive of porches, patios and garages) than 1,750 square feet. If any of the structures on Lots 24, 25, and 41 through 86 be two-story, the minimum ground floor living area (exclusive of porches, patios and garages) shall be 1,000 square feet.

3.05. All garage entrances must be at the end of the building or the rear of the building, except corner Lots 24, 25, 48, 58, 59, 74 and 75.

3.06. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

3.07. Tract C is to be restricted for use as a recreational area. The Declarant will construct two (2) tennis courts on said tract in the immediate future. The Declarant or its assigns may construct or provide additional recreational facilities on said tract as may be approved by the Association.

NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02. No trailer, basement, tent, shack, garage, barn or other cutbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. No sign of any kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the

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Committee.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. 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 that they are not kept bread or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclose structure which shall be in conformity with the residential struc and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheelec vehicles may be parked at any time on any street or right-of-way of Prairie Creek II.

4.08. No wheeled vehicles of any kind, or boats may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial sign: may be parked in the driveway on the Lot from the commencement o use thereof in the morning to the cessation of use thereof in th evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other

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vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service.

4.09. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

4.10. No antenna or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.11. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee.

4.12. No mailbox, newspaper box or similar holder shall be permitted on property Owners Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13. No lawn, fence, hedge, tree or landscaping feature on any of said Lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association, or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor and the Association or its duly authorized agent, shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within 30 days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the

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residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01. hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees or landscaping features, including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

4.14. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Prairie Creek II.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or

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central sewage treatment plant and collection systems are provided each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-constuction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the perioc charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn waterin

FENCES.

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences bei approved by the Committee. In the event of any dispute between Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fenc is restricted by this section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES.

7.01. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) fe above the roadways shall be placed or permitted to remain on an corner Lot or tract within the triangular area formed by the str property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the c

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of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE.

8.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

ARTICLE III.

EASEMENTS

OWNERSHIP AND RIGHT OF WAY.

1.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, named Osceola Trail, and Loop Road right-of-way, named Crazy Horse Trail, Red Cloud Trail, and Tract B and Tract D, and any additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Prairie Creek II, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate, the nonexclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which

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parcels are defined and for convenience are referred to in these covenants and restrictions as "access ways". The Declarant shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land and Declarant or its successors or assigns will maintain said access ways until they are dedicated.

1.02. The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

UTILITIES.

2.01. All easements for utilities and other purposes shown on the plat of Prairie Creek II recorded in the plat records of St. Johns County, Florida, above mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

2.02. All the Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer lines, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

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ARTICLE IV.

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Moultrie Creek Property Owners Association, Inc., is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Prairie Creek, St. Johns County, Florida.

1.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owner and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporatio until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Boar of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or s prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member an the Class B membership shall terminate. In the event a lot, trac or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designat in writing by the owners as the one entitled to cast the vote fo the membership concerned.

1.03. Membership in the Corporation may be transferred on as an incident to the transfer of a Lot or parcel, and such tran shall be subject to the procedures set forth in these Restrictio

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ARTICLE V.

ARCHITECTURAL DESIGN COMMITTEE

1.01. No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said Lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Prairie Creek. Such plans and specifications shall be submitted in writing and for approval, over the signature of the Owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent, with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure

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inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

1.02. The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other Lots.

1.04. If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

1.05. Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the

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Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that sa improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee, shall be prima facie evidence and shall fully justify and protect any titl company or persons certifying, guaranteeing or insuring said titl or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdictic of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompli shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictic

1.07. In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any oth matter or thing referred to herein, within thirty (30) days afte

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being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the Lot conform to and are in harmony with the existing structures on the Lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

1.08. Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

ARTICLE VI.

MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES.

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the By-Laws of the Association, a copy of which is attached to these Restrictions affecting certain lots in Prairie Creek II, recorded in Book 12, Pages 65 through 68, inclusive, of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

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MEMBERSHIP.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and By-Laws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association.

FEES.

3.01. The initial monthly fee to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be $25.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as is hereinafter provided, but said initial fees shall not be increased prior to January 1, 1978. Thereafter, said fees may be increased or decreased by the Assocation except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plats of units of Prairie Creek whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the services provided by the Association may be decreased or extinguished

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so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1978. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04. The Association may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Prairie Creek, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

4.01. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall

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from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgage or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former Lot owner of such Lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

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4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots or parcels in Prairie Creek II by the acceptance of deeds or leases therefor, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS.

5.01. The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

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USE OF FEES.

6.01. Upon the Declarant deeding to the Association, the Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Prairie Creek, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting the properties located in Prairie Creek, namely:

A. Maintain the streets and mow grass on the road rights-of-way;

B. Maintain two (2) tennis courts;

C. Maintain guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling;

D. Maintain the common areas;

upon the dedication of each of the above by the Declarant to the Association.

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

6.04. The Association may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

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6.05. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE VII.

MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01. The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

DURATION OF RESTRICTIONS.

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2000, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1986, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Prairie Creek II, or commencing with the year 2001, by vote of seventy-five percent (75%) of the then Owners of all of the Lots or tracts in Prairie Creek II, it is agreed to change said covenants in whole or in part.

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REMEDIES FOR VIOLATIONS.

3.01. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 2ND day of April, A.D. 1976.

In the presence of:

Ralph J. Lautta Jr

Raymond J. Sweeney Jr

MAIDEN PARTNERSHIP, LTD.

By Terry W. Pacetti
TERRY W. PACETTI, General Partner

(SEAL)

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STATE OF FLORIDA)
) ss.
COUNTY OF ST. JOHNS)

BEFORE ME personally appeared TERRY W. PACETTI, to me well known and known to me to be the General Partner of Maiden Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partr of said Limited Partnership executed the same; and then and there the said TERRY W. PACETTI, General Partner of Maiden Partnership Ltd., did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such Gener Partner for the purposes therein expressed.

WITNESS my hand and official seal, this 2ND day April, A.D. 1976.

NOTARY PUBLIC
State of Florida at Large.

My Commission Expires: January

1-21-80

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BY-LAWS

OF

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.
(A Non-Profit Corporation)

ARTICLE I

GENERAL

Section 1. THE NAME: The name of the corporation shall be "Moultric Creek Property Owners Association, Inc." (hereinafter referred to as the "Corporation").

Section 2. PRINCIPAL OFFICE: The principal office of the Corporation shall be at Number One Realty of St. Augustine Office Building, U. S. Highway #1 South, St. Augustine, Florida, or at such other place as may be subsequently designated by the Board of Directors for the Corporation.

Section 3. RESIDENT AGENT: For the purpose of service of process the Corporation shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the Corporation for the purpose of service of process.

Section 4. DEFINITIONS: As used herein, references to the lots, tracts or parcels of land shall mean the same as in the various Declarations of Restrictions, affecting property located in Prairie Creek, St. Johns County, Florida, (hereinafter referred to as the "Restrictions") made by Maiden Partnership, Ltd., a limited partnership authorized to and doing business in the State of Florida, and recorded or intended to be recorded, or recorded in the future in the Official Records of St. Johns County, Florida.

ARTICLE II

DIRECTORS

Section 1. NUMBER AND TERM: This Corporation shall be governed by a Board of Directors consisting of five (5) persons to serve until their resignation or until the first meeting of the voting membership to be held on the second Monday of September,

1976. Directors need not be members of the Corporation. Commencing with the first meeting of the member or members, directors shall be elected annually by the members who are entitled to vote at said meeting.

Section 2. VACANCY AND REPLACEMENT: Except as otherwise set forth herein and in the Charter, if the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. REMOVAL: Except as otherwise set forth herein and in the Charter, directors may be removed for cause by the voting member or members from time to time.

Section 4. FIRST BOARD OF DIRECTORS: The first Board of Directors shall consist of Terry W. Pacetti, William D. Mitchell, II, John E. Wilson, Jr., Raymond J. Sweeney, Jr. and Samuel C. Sawyer, Jr., who shall hold office and exercise all powers of the Board of Directors until the first meeting of the voting member or members, anything herein to the contrary notwithstanding.

Section 5. POWERS: The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, these By-Laws or the Restrictions. The powers of the Board of Directors (but not the requirements) shall specifically include, but shall not be limited to the following:

A. To make and collect fees as set forth in the Restrictions, and establish the time within which payment of same are due subject, however, to the requirements set forth in the Restrictions;

B. To use and expend the fees collected for those purposes set forth in the Restrictions;

C. To purchase the necessary furniture, equipment and tools necessary or incidental to the business and purposes

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of the Corporation;

D. To enter into and upon the lots and building sites when necessary and with as little inconvenience to the owner as possible in connection with the maintenance of lawns and the enforcement of the Restrictions;

E. To collect delinquent fees by suit or otherwise;

F. To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;

G. To enter into such contracts and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, including contracts with any of the Class A or Class B members;

H. To make reasonable rules and regulations for the collection of the fees;

I. To appoint the members of the Architectural Design Committee from time to time as set forth in the Restrictions.

Section 6. COMPENSATION: Directors and officers shall not receive compensation for their services, but may receive reimbursement for so-called "out-of-pocket" expenses incurred in the actual performance of their duties.

Section 7. MEETINGS:

A. The first meeting of each newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the meeting of the voting member or members and immediately after the adjournment of same;

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board, or a majority of each Class of voting members. The Secretary shall give notice of each special meeting either per

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or by mail or telegram, at least three (3) days before the date of such meeting, but the directors may at any time waive notice of the calling of the meeting;

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present, at the meeting, the directors then present may adjourn the meeting without notice other than the announcement at the meeting until a quorum shall be present.

Section 8. ORDER OF BUSINESS: The order of business at all meetings of the Board shall be as follows:

A. Roll call;

B. Reading of Minutes of last meeting;

C. Consideration of communications;

D. Resignations and elections;

E. Reports of officers and employees;

F. Reports of committees;

G. Unfinished business;

H. Original resolutions and new business.

Section 9. ANNUAL STATEMENT: The Board shall account to the members no less often than once each year commencing with the year 1977 as to the total fees collected from the Class A members and as to the method of disbursement of said funds.

ARTICLE III

OFFICERS

Section 1. EXECUTIVE OFFICERS: The executive officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice President.

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Section 2. SUBORDINATE OFFICERS: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. TENURE OF OFFICERS; REMOVAL: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. THE PRESIDENT:

A. The President shall preside at all meetings of the voting membership and of the directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; the seal when affixed shall be attested by the signature of the Secretary;

B. He shall have general superintendence and direction of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly;

C. He shall submit a report of the operation of the Corporation for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice;

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a Corporation.

Section 5. THE VICE PRESIDENT: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties

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as may be prescribed by the President or the Board of Directors.

Section 6. THE SECRETARY:

A. The Secretary shall keep the minutes of the meetings of the voting membership and of the Board of Directors' meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly give in accordance with the provisions of these By-Laws or as require by law;

C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that th seal of the Corporation is affixed to all documents, the executi of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors or as set forth in the Restrictions.

Section 7. THE TREASURER:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in suc depositories as may be designated by the Board of Directors;

B. He shall disburse the funds of the Corpora tion as ordered by the President or the Board, taking proper vouchers for such disbursements, and shall render to the Presid and Directors, at the regular meetings of the Board, or wheneve they may require it, an account of all his transactions as Trea and of the financial condition of the Corporation;

C. He may be required to give the Corporation bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his offic and the restoration to the Corporation in case of his death,

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resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bond.

Section 8. VACANCIES: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. RESIGNATIONS: Any directors or other officer may re[illegible]his office at any time, such resignation to be made in wri[illegible], and to take effect from the time of its receipt by the Corporation unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. DEFINITION: Each lot owners shall be a member of the Corporation and membership in the Corporation shall be limited to said lot owners and Maiden Partnership, Ltd. An owner will cease to be a member of the Corporation upon the sale, transfer or disposition of the member's lot or parcel.

Section 2. CLASSES AND VOTING: Membership shall be divided into two (2) classes, namely Class A and Class B. Class A members shall consist of the lot owners and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at

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which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

Section 3. TRANSFER OF MEMBERSHIP AND OWNERSHIP: Membership in the Corporation may be transferred only as an incident to the transfer of a lot or parcel, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V

MEETINGS

Section 1. PLACE: All meetings of the voting membership shall be held at the main office of the Corporation in St. Augustine, Florida, or such other place and time as may be stated in the notice thereof.

Section 2. ANNUAL MEETING:

A. The first annual meeting shall be held on the second Monday of September of 1976 or such prior or later time as the first Board of Directors may determine;

B. Regular annual meetings subsequent to the first meeting shall be held on the second Monday of September of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following;

C. At the annual meeting, the membership entitled to vote shall elect a Board of five (5) Directors as provided for in Article II, Section 1, and transact such other business as may properly come before the meeting;

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D. All annual meetings shall be held at the hour of 7:00 O'Clock P.M.

Section 3. SPECIAL MEETINGS: Special meetings of the voting membership for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, a majority of the Board of Direct or by a majority of each class of voting membership. Such reques shall state the purpose or purposes of the proposed meeting.

ARTICLE VI

NOTICES

Section 1. DEFINITION: Whenever under the provisior of the statutes or of the Certificate of Incorporation or of thes By-Laws, notice is required to be given to any director or votin member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrappe addressed to the address of the person entitled thereto as appea on the books of the Corporation or by causing same to be deliver to the residence of the person entitled thereto.

Section 2. SERVICE OF NOTICE - WAIVER: Whenever any notice is required to be given under the provisions of the statutes or of the Restrictions or the Certificate of Incorporat or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. ADDRESS: The address for notice to the Corporation is Number One Realty of St. Augstine Office Buildin U. S. Highway #1 South, St. Augustine, Florida.

ARTICLE VII

FINANCES

Section 1. FISCAL YEAR: The Corporation shall ope upon the calendar year beginni..g on the 1st day of January and

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ending on the 31st day of December each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the Corporation.

Section 2. CHECKS: All checks or demands for money and notes of the Corporation shall be signed by any one of the following officers: President or Treasurer or by such officer or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII

SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

NO STOCK

This Corporation shall never have or issue shares of stock and/or certificates of membership.

ARTICLE X

DEFAULT

In the event a lot or parcel owner does not pay any of the fees required to be paid to the Corporation at the time same may be due, the Corporation, acting on its own behalf or through its Board of Directors or their agents, may enforce its lien for the fees, or take such other action to recover the fees to which it is entitled, in accordance with the Restrictions and any statutes made and provided. If an action of foreclosure is brought against the owner of a lot or parcel for non-payment of monies due the Corporation and as a result thereof, the interest of the said owner in and to the lot or parcel is sold, then the

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owner will thereupon cease to be a member of the Corporation.

If the Corporation becomes the owner of a lot or parcel by reason of foreclosure, it shall offer said lot or parcel for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for the fees, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the lot or parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the lot or parcel in question.

ARTICLE XI

MISCELLANEOUS

Section 1. BINDING CORPORATION: No lot or parcel owner or member, except as an officer of this Corporation shall have any authority to act for the Corporation or bind the Corporation.

Section 2. INVALIDITY: If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

ARTICLE XII

AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the voting membership or as otherwise provided by law, or in the Certificate of Incorporation or the Restrictions.

ARTICLE XIII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine,

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feminine or neuter; singular or plural, wherever the context so requires. In the event of any discrepancy between these By-Laws and the Certificate of Incorporation of Moultrie Creek Property Owners Association, Inc., then the Certificate of Incorporation shall prevail.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
APR 15 2 52 PH '76
CLERK CIRCUIT COURT

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PREPARED BY:

RECORD AND RETURN → R.G. LUBBERS, JR., LAWYER
P.O. BOX 5828
FORT LAUDERDALE, FLA. 33310

85 22354 ASSIGNMENT OF DEVELOPER'S RIGHTS OR 686 PAGE 1641

THIS AGREEMENT made this 14th day of November, 1980, by and between BODEE DEVELOPMENT CORPORATION, a Florida corporation (hereinafter "BODEE"), ROBERT T. HELD, SR., individually (hereinafter "R. HELD"), MICHAEL J. HELD (hereinafter "M. HELD"), and DARCY PARTNERSHIP LIMITED, a Florida Limited Partnership (hereinafter "DARCY").

KNOW ALL MEN by these presents that:

WHEREAS, BODEE and DARCY have purchased certain properties from MAIDEN PARTNERSHIP LIMITED, a Florida Limited Partnership, heretofore known as the "Declarant" in the Declarations of Covenants, Conditions and Restrictions recorded as follows:

> Official Records Volumes 296, 300, 419, and 452, at Pages 601, 757, 470, and 520, respectively, and pertaining to the following subdivision located in St. Johns County, Florida: Prairie Creek, Prairie Creek II, Prairie Creek III, and Prairie Creek IV; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions described above define "Declarant" as MAIDEN PARTNERSHIP LIMITED or its successors and assigns; and

WHEREAS, BODEE has been assigned the Developer's rights of the Declarant for the respective subdivisions covered by the Declarations of Covenants, Conditions and Restrictions by virtue of Assignment Agreement dated the 7th day of November, 1980 from MAIDEN PARTNERSHIP LIMITED, a Florida Limited Partnership; and

WHEREAS, BODEE the assignee of said Declarant's interests desires to further assign its Declarant's interests, jointly and severally, with itself to BODEE, DARCY, R. HELD and M. HELD as their interest may appear in title to the property of the above described subdivisions; and

WHEREAS, BODEE, DARCY, R. HELD and M. HELD are entities that consist of ROBERT T. HELD and/or his immediate family and are used for the purpose of holding legal and equitable title for the development and sale of the encumbered property to the public; and

WHEREAS, BODEE, DARCY, R. HELD and M. HELD are fully aware of the obligations of the Developer as set out in that certain Assignment of Agreement dated the 7th day of November, 1980, between BODEE and MAIDEN PARTNERSHIP LIMITED, a copy of same being attached hereto; and

WHEREAS, BODEE, DARCY, R. HELD and M. HELD, jointly and severally, as a condition prerequisite to the taking of title to any property in the subdivisions covered by the Declarations of Covenants, conditions and restrictions, recorded as set out above, acknowledge the undertakings and assumptions of the Declarant; and

WHEREAS, the parties acknowledge that BODEE has taken title to the Class B stock of Moultrie Creek Property Owners Association for the use and benefit of the others as joint and several developers of the property encumbered by the Declaration of Covenants, Conditions and Restrictions recorded as set out above.

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NOW, THEREFORE, in consideration of the sum of TEN ($10.00) DOLLARS, in hand paid by BODEE, DARCY, R. HELD and M. HELD, the receipt and sufficiency which is acknowledged, and by the performance of the covenants, conditions and promises hereinafter set forth, the parties do covenant and agree as follows:

1. Assumption of Liabilities: BODEE, DARCY, R. HELD and M. HELD expressly assume and agree to perform all obligations as described and set forth in the Declarations of Covenants, Conditions and Restrictions covering the lands known as Prairie Creek, Prairie Creek II, Prairie Creek III, and Prairie Creek IV as more particularly described above. In addition, BODEE, DARCY and R. HELD covenant and warrant that they will perform jointly and severally all obligations set forth in the Articles of Incorporation and By-Laws of the Moultrie Creek Property Owners Association respecting the Class B membership thereof.

2. Transfer of Interest: BODEE does hereby alienate, convey, transfer, assign, and transfer to BODEE, DARCY, R. HELD and M. HELD, jointly and severally all of its right, title and interest in and to its rights as a Developer of the lands known as Prairie Creek, Prairie Creek II, Prairie Creek III, and Prairie Creek IV as more particularly described above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BODEE DEVELOPMENT CORP.

BY: _____
Vice President

DARCY PARTNERSHIP LIMITED, a Florida Limited Partnership

BY: _____
General Partner

_____
ROBERT T. HELD, SR.

_____
MICHAEL J. HELD

Order: craig
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Requested By: c.herzog, Printed: 2/13/2018 3:38 PM

STATE OF FLORIDA)
: ss.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared R.T. Held, the Vice President of BODEE DEVELOPMENT CORP., a Florida corporation, who executed the foregoing instrument and he acknowledged before me that he executed same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of November, 1980.

Jean Lutes
Notary Public, State of Florida

(Notarial Seal)

MY COMMISSION EXPIRES: May 29, 1983

STATE OF FLORIDA)
: ss.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared Robert T. Held, the General Partner of DARCY PARTNERSHIP LIMITED, a Florida Limited Partnership, who executed the foregoing instrument and he acknowledged before me that he executed same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of November, 1980.

Jean Lutes
Notary Public, State of Florida

(Notarial Seal)

MY COMMISSION EXPIRES: May 29, 1983

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This instrument prepared by:
Robert P. Eshelman, II
Katzman & Eshelman, P.A.
1928 San Marco Boulevard
Jacksonville, Florida 32207

Recorded in Public Records St. Johns County, FL
Clerk # 92039180 O.R. 972 PG 507 11:55AM 12-23-92
Recording 9.00 Surcharge 1.50 Doc Stamp 0.70

Quit-Claim Deed

(2) Rec 9+1.50 Doc .70

Made this 18th day of December, A.D. 1992 **BETWEEN ROBERT P. ESHELMAN**, a married person conveying non-homestead real property, whose address is: 200 Laurel Lake Drive, Apt. 110, Hudson, Ohio 44236. of the County of Summitt, State of Ohio, party of the first part, and **ROBERT P. ESHELMAN, II**, an unmarried person, whose address is 1205 Morvenwood Road, Jacksonville, Florida 32207, of the County of Duval, State of Florida, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and her heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

That portion of Lot 25, Ponte Vedra Shores West, according to map or plat thereof recorded in Map Book 14, pages 34 and 35, of the public records of St. Johns County, Florida, more particularly described as follows:

Townhouse Unit 2502, as shown on that certain boundary survey of Lot 25 dated May 22, 1992, a copy of which is attached hereto as Exhibit A and by reference made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs, successors and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed and Sealed in Our Presence:

Sign Debra K. Radecky — Sign Robert P. Eshelman SEAL

Print Debra K. RADECKY — Print Robert P. Eshelman

Sign Betty M. McKeen

Print Betty M. McKeen

STATE OF OHIO
COUNTY OF SUMMITT

The foregoing instrument was acknowledged before me this 18 day of December, 1992, by ROBERT P. ESHELMAN, who is personally known to me or who has produced Drivers License as identification and who did take an oath.

NOTARY PUBLIC

Sign Charlene B. Kuleza

Print CHARLENE B. KULEZA

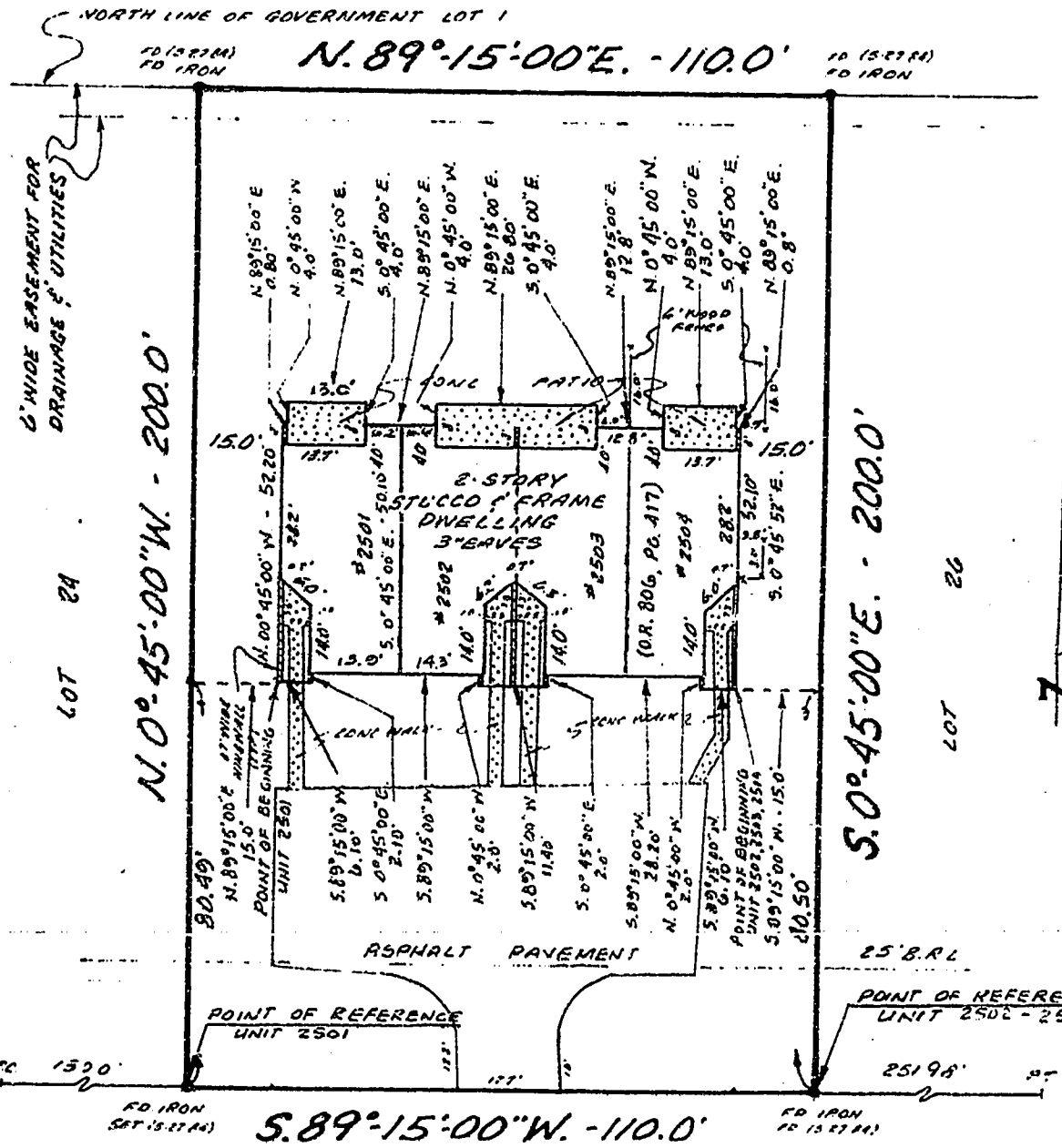
State of ~~Florida~~ at Large (Seal)

My Commission expires: Notary Public, State of Ohio
My Commission Expires November 12, 1997
Recorded in Portage County

MAP SHOWING BOUNDARY SURVEY OF

LOT 25 BLOCK - AS SHOWN ON MAP OF
PONTE VEDRA SHORES WEST
AS RECORDED IN MAP BOOK 14 PAGE 34 & 35 OF PUBLIC RECORDS OF ST. JOHNS CO., FLA.
FOR INLET DEVELOPMENT CORPORATION

NOTE: BEARINGS SHOWN HEREON REFER TO SAID PLAT OF PONTE VEDRA SHORES WEST.
CERTIFIED TO: MICHAEL J. KILBECK; INDEPENDENCE ONE MORTGAGE CORP.; FIRST COAST TITLE
(UNIT 2501)



SURVEY MAP AMENDED 5-22-92 TO INCLUDE COURSES SHOWN ON SURVEY BY CLARK & SON, INC. LEGAL DESCRIPTIONS FURNISHED SEPARATELY.
RECERTIFICATION SURVEY 7-18-87 ADDED FENCES, NO OWNERS NOTE: FOUND ALL IRONS

FLOOD CERTIFICATE: I HEREBY CERTIFY THAT THE LOT SHOWN HEREON IS, AS BEST ASCERTAINED, IN FLOOD ZONE "B" AS SHOWN ON THE FLOOD INSURANCE MAP, COMMUNITY PANEL Nº 125147-0163 D FOR ST. JOHNS COUNTY, FLORIDA, DATED SEPT. 18, 1985

FINAL SURVEY 5.27.88 NOTE: CORNERS AS NOTED.

CERTIFICATE: THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

I HEREBY CERTIFY THAT THE ABOVE LOT WAS SURVEYED BY ME AND THAT THE MONOLITHIC SLAB DWELLING IS LOCATED UPON SAME AS SHOWN AND THAT THERE ARE NO ENCROACHMENTS UPON SAID LOT

SIGNED JANUARY 18, 19 88
SCALE: 1" = 30'

CLARSON AND ASSOCIATES, INC.
1963 NALDO AVE. JACKSONVILLE, FLA. 32207
Jack A. Hall
REGISTERED SURVEYOR NO. 2361 FLA.

LEGEND:
- CONCRETE MONUMENT
- IRON CORNER
- WOODEN STAKE
- CORNER
- CROSS CUT
- X–X– FENCE

SOUTHSIDE BLUEPRINT SERVICE

250x PRINTED

Recorded in Public Records St. Johns County, FL
Clerk # 92039181 O.R. 972 PG 509 11:59AM 12-23-92
Recording 53.00 Surcharge 7.00

PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.
ASSOCIATION BY-LAWS
ADOPTED DECEMBER 1992

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D-Rec 3547
Mail Rec: Theodore W. Buchter
3550 Lone Wolf Trail
St. Augustine, Fl 32086

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PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

ASSOCIATION BY-LAWS

ADOPTED DECEMBER 1992

PREFACE

WHEREAS, The Moultrie Creek Property Owners Association, Inc. was organized in February 1976, at which time the original By-Laws were adopted and recorded in the Public Records of St. Johns County, Florida, as OR 296, Pages 624 through 635; and

WHEREAS, the same By-Laws were restated verbatim for both Prairie Creek II and Prairie Creek III and recorded in the Public Records of St. Johns County, Florida, as OR 300, Pages 781 through 792; and

WHEREAS, the developers of Prairie Creek have completed their work and have deeded the Common Elements to the Moultrie Creek Property Owners Association as recorded in the Public Records of St. Johns County as OR 329 pg 292; and to the Prairie Creek Property Owners Association as OR 773 Pg 1992-1996 and OR 922 Pg 164; and

WHEREAS, on September 18, 1986, an Articles of Amendment was registered with the Florida Department of State as Document #734963 changing the name of the Association from Moultrie Creek Property Owners Association, Inc. to Prairie Creek Property Owners Association, Inc. and recorded in the Public Records of St. Johns County, Florida as OR 729, Page 1514; and

WHEREAS, the property owners desire documents which eliminate the developer language and more clearly reflect the current operation and procedures of the Association;

NOW THEREFORE, this revision of the By-Laws made on this __6__th day of December, 1992, by the owners for themselves, their successors and grantees and assigns for the purpose of restating and revising the original By-Laws and all Amendments thereto into one document and for all purposes henceforth, it shall only be necessary to make reference to this document for all matters relating to the By-Laws of the Association.

ARTICLE I

GENERAL

1.1 Identity. These are the By-Laws of the Prairie Creek Property Owners Association, Inc., hereinafter called the "Association", a corporation not for profit, organized under the laws of the State of Florida for the purpose of:

(a) Maintaining and upgrading the real property common elements contained within the three entities known as Prairie Creek, Prairie Creek II, and Prairie

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Creek III lying and being in St. Johns County, Florida;

(b) Controlling the architectural appearance of all homeowner properties within the said three entities; and

(c) Establishing the administrative procedures necessary to achieve the aforementioned objectives.

1.2 Principal Office. The principal office of the Association shall be 1000 Osceola Trail, Prairie Creek, St. Augustine, Florida 32086, or at such other place as may be subsequently designated by the Board of Directors of the Association.

1.3 Resident Agent. For the purpose of service of process, the Association shall designate no more than two Board Members as Resident Agents, which designation may be changed from time to time and his, her or their offices shall be deemed an office of the Association for the purpose of service of process.

1.4 Definitions. As used herein, references to the lots, tracts or parcels of land shall mean the same as in the various Declarations of Covenants, Conditions and Restrictions, affecting property located in Prairie Creek, St. Johns County, Florida, and recorded in the Official Records of St. Johns County, Florida, Book 296 Pages 601 through 623; Book 360 Pages 757 through 789 and; Book 419 Pages 470 through 492. The recorded boundaries of this Subdivision as delineated in the aforementioned documentation shall not be violated, extended or abridged.

1.5 The Seal. The Seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE II

DIRECTORS

2.1 Membership. The affairs of the Association shall be managed by a seven member Board of Directors each of whom shall be a voting member of the Association. The membership may, by majority vote at a legally constituted Special or Annual Meeting, increase or decrease the number of members on the Board, provided however, the Board shall never consist of less than five members and shall always be composed of an odd number of members. Any increase or decrease in the number of members on the Board shall be effective as of the date of the meeting which changed the numerical composition of the Board.

2.2 Election of Directors.

(a) Time of Election shall be at the Annual Meeting of the membership of the Association.

(b) The term of each of the seven member Board of Directors shall be for a period of two years. Director's terms are to be staggered in such a manner that at Annual

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Meetings held in calendar years ending in even numbers (0, 2, 4, 6, etc.) four Directors will be elected, and for Annual Meetings held in calendar years ending in odd numbers (1, 3, 5, 7, etc.) three Directors will be elected.

(c) Candidates for each of the openings on the Board of Directors shall present their names together with a brief biography and resume of qualifications to the Secretary of the Association at least thirty-five (35) days prior to the date of the Annual Meeting. The information submitted by each candidate is to be provided to each member of the Association along with the Notice of Annual Meeting at least thirty (30) days prior to the date of such meeting. Nominations will also be accepted from the floor at the Annual Meeting.

(d) Balloting shall be by written ballot and election shall be by a plurality of the votes cast, each member being entitled to cast one vote for each of as many nominees as there are vacancies to be filled. A properly authenticated absentee ballot and/or proxy is permitted. There shall be no cumulative voting.

2.3 Vacancy and Replacement. If the position of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors shall, by majority vote of all Directors, appoint an owner from the general membership who is not a current board member, to serve as a Director until the next Annual Meeting of the membership, at which time the membership shall elect a Director to serve out the remainder of the unexpired term.

Any Board member who is absent from three consecutive regular Board of Directors meetings or who is absent from five regular meetings in any one twelve month period between Annual Meetings, shall be considered to have automatically resigned from the Board of Directors. The use of proxies to establish attendance at a Board of Directors meeting is not allowed. In cases of automatic resignation the Secretary, by Order of the Board of Directors, will send a letter by certified mail to the Director involved, acknowledging the automatic resignation. Such action shall be duly noted in the minutes of the Board meeting at which the action was taken and a copy of the letter sent by the Secretary shall be affixed to said minutes as part of the permanent records of the Association.

2.4 Regular Meetings. The Board of Directors may hold meetings at such times and places as shall be determined from time to time, by a majority of Directors. At all meetings, each of the Directors shall have equal voting power on all matters. All meetings of Directors shall be open to the entire membership of the Association.

2.5 Quorum. A quorum at Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the entire Board of Directors only when such approval represents the majority of the entire Board of Directors.

2.6 Minutes. The Minutes of all Board of Directors meetings shall be kept in a book, available for inspection by any member of the Association at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

2.7 Order of Business. At Directors meetings the order of business shall be:

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(a) Roll call.
(b) Reading of Minutes of last meeting.
(c) Consideration of communications.
(d) Resignations and elections.
(e) Reports of Committees.
(f) Treasurers report.
(g) Unfinished business.
(h) New business.

2.8 Compensation. Directors and Officers shall not receive compensation for their services, but may receive reimbursement for so called "out of pocket" expenses incurred in the actual performance of their duties.

2.9 Duties and Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by Statute, these By-Laws or the Covenants, Conditions and Restrictions; subject only to approval by the membership where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers in addition to all others hereto granted, to wit:

(a) To produce an annual budget and make it available to the membership thirty (30) days in advance of its adoption by the Board.

(b) To report to the Membership at the end of the Fiscal Year with a summary financial statement showing the total funds collected, disbursed and held in reserve for the fiscal year just ended, together with a statement showing the overall balances in all Accounts. Complete Year End Financial Statements shall be available for members desiring same.

(c) To use and expend the funds collected for those purposes set forth in the Covenants, Conditions and Restrictions.

(d) To collect delinquent fees by lien, foreclosure, or otherwise.

(e) To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Association.

(f) To enter into contracts and bind the Association thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, however, that the term or period of such contracts shall not exceed two (2) years and provided further, that contracts in excess of one year shall contain a cancellation by either party clause. Commitments of one hundred dollars ($100.00) or more will require written bids and written contracts. In addition, any Director or Officer of the Board who has a financial, family or other business interest in any company, corporation, or other entity with which the Board may consider or has contractual obligations, shall refrain from voting on all aspects of the issue.

(g) To promulgate and amend as required, reasonable Rules and Regulations to insure the comfort, safety and enjoyment of all members of the Association.

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(h) To appoint members of the Architectural Design Committee from time to time as set forth in the Covenants, Conditions and Restrictions.

2.10 Removal of Directors. Directors may be removed with or without cause by a majority vote of the total Membership at any Annual or Special Meeting

ARTICLE III

OFFICERS

3.1 Executive Officers. The executive officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. If the Board so determines, there may be more than one Vice President.

3.2 The President. The President shall be the chief executive officer of the Association and shall have all the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the membership from time to time as he or she, in his or her discretion may determine appropriate, to assist in the conduct of the affairs of the Association. All committees appointed by or in the name of the President, whether regular, standing or special committees, shall not function unilaterally, but must report their findings to the Board of Directors which will be solely responsible to make final decisions on committee recommendations.

3.3 The Vice President. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of President. He or she shall also assist the President generally and exercise such other duties as shall be prescribed by the President or the Board of Directors.

3.4 The Secretary. Minutes of all meetings of the Board of Directors and of the Membership shall be kept by the Secretary in one or more books provided for that purpose. In addition, the Secretary shall be the custodian of the corporate records and the Seal of the Corporation and affix same to instruments requiring a seal when such are duly signed in accordance with provisions of these By-Laws. The Secretary shall also keep a current register of the names and addresses of all members of the Association and shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law and shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors or as set forth in the Covenants, Conditions and Restrictions.

3.5 The Treasurer. The Treasurer shall oversee the keeping of the books of the Association in accordance with standard accounting practices and shall have custody of the

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funds, securities and evidences of indebtedness of the Association. He or she shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the President or the Board of Directors in accordance with standard accounting procedures. The Treasurer shall prepare an Annual Budget and submit same to the Board of Directors for approval prior to the start of each fiscal year and shall render to the President and the Directors at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Association.

3.6 Vacancies. Vacancies occurring in the positions of President, Vice President, Secretary or Treasurer by death, resignation, disqualification or otherwise shall be filled by a majority vote of the remaining directors and persons so elected shall serve only until the next Annual Meeting.

3.7 Resignations. Resignations from the Board of Directors or as an officer of the Association may be submitted at any time. Such resignation is to be made in writing and will take effect from the time of its receipt by the Association unless some time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

4.1 Definition. Each owner of a lot in Prairie Creek shall automatically be a member of the Association and membership in the Association shall be limited to said lot owners. An owner will cease to be a member of the Association upon the sale, transfer or disposition of the member's lot. Each member shall be entitled to one (1) vote in the affairs of the Association for each lot or parcel for which a separate maintenance fee is required. In the event a lot or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one voting member entitled to cast the vote for the membership concerned.

4.2 Annual Meeting. The Annual Meeting of the membership shall be held within thirty (30) days after the first day of September of each year at such places within St. Johns County in the State of Florida and at a time as determined by the Board of Directors for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided however, said date shall not be a legal holiday.

4.3 Special Meetings. Special meetings of the membership shall be held whenever called by the President or Vice-President or by a majority of the total board of Directors, and must be called by such officers upon receipt of a written request signed by 20% of the total membership of the Association. Special meetings can be called for any purpose or purposes and the Notice of Meeting shall clearly state the purpose or purposes of the proposed

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4.4 Notice of Meeting. The President or the Secretary of the Association shall give notice of all meetings of the general membership stating the time and place and the purpose for which the meeting is called. Such notice shall be in writing to each member at the address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Additionally, a poster type notice shall be posted in a conspicuous place within the complex at least five (5) days in advance of the meeting.

4.5 Quorum. At any Annual or Special meeting a majority of the entire membership shall constitute a quorum. A properly executed Absentee Ballot or Proxy can be used to establish the presence of a member at a membership meeting. The acts approved by a majority of the Membership at a meeting at which a quorum is present shall constitute the acts of the total membership, except when approval by a greater or lesser number of members is specified by the Covenants, Conditions and Restrictions or these By-Laws.

4.6 Voting. In any meeting of members, the owners of each lot, parcel, or tract within the confines of the Prairie Creek Subdivision shall be entitled to cast one vote for each such lot, parcel or tract providing, however, that the owner is subject to pay a separate maintenance fee for each such property. If a lot, parcel or tract is owned by one person, the right to vote shall be established by the record title to the property. If a property is owned by a corporation, trust, real estate investment trust or other entity, the person entitled to cast the vote shall be designated by a Voting Certificate signed by the President, or a Vice President and attested by the Secretary or Assistant Secretary of the corporation, trust, real estate investment trust or other entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate signed by all the owners of record, or until a change of ownership of the property is recorded.

4.7 Use of Proxy and/or Absentee Ballot. Votes may be cast in person, by Absentee Ballot or by Proxy for specific persons, nominees or projects as described in the Notice of Special or Annual Meeting, and to organize a quorum. The use of general proxies for items, projects or programs not specifically designated in the Notice of Meeting is not allowed.

4.8 Adjourned Meetings. If a meeting of the Association cannot be organized because a quorum has not been constituted, the members present must adjourn the meeting and continue to reschedule meetings within a thirty-one (31) day period of each other until a quorum is so constituted.

4.9 Order of Business. At Annual Meetings and as far as is practical at other meetings of the membership, the order of business shall be:

(a) Calling of the roll and certifying the quorum.
(b) Proof of Notice of Meeting.
(c) Reading or disposal of any unapproved minutes.
(d) Floor Nominators if any

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(e) Voting
(f) Appointment of Tellers of Election to proceed with the tabulation of votes.
(g) Reports of Officers.
(h) Reports of Committees.
(i) Announcement of election results.
(j) Unfinished business.
(k) New business.
(l) Adjournment.

4.10 Minutes. Minutes of all Association meetings shall be kept in a book available for inspection by any owner or authorized representative of an owner, and by any Board member, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE V

FINANCES

5.1 Fiscal Management. The Fiscal Year for the Prairie Creek Homeowners Association shall be from April 1 to March 31. However, the Board of Directors is expressly authorized to change the fiscal year when deemed expedient for the best interest of the Association.

5.2 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures. Written financial summaries shall be supplied at least annually to the membership. Financial records shall include, but not be limited to:

(a) A record of all receipts and expenditures.
(b) An account for each property owner, which shall designate the name and address of the property owner and the mailing address if the owner does not reside in Prairie Creek, together with the Lot Number for which a separate monthly fee (assessment) is due; the dates and amounts in which the assessment came due; the amounts of other charges (penalties, interest, service charges, etc.); the amounts paid upon the account and the balance due.
(c) A record of all reserve and capital improvement funds.
(d) A monthly statement of the month end balances for each bank or investment account held in the name of the Association.

5.3 Inspection of Books. Financial reports and membership records of the Association shall be available at the financial office designated by the Treasurer of the Association for inspection at reasonable times by any member of the Association.

5.4 Budget. Prior to the end of each fiscal year the Board of Directors shall propose a budget that shall include the estimates of the funds required to defray the common

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expenses and to provide and maintain funds for reserves. This budget shall be made available to the Membership thirty (30) days prior to adoption by the Board.

5.5 Penalties. The Board of Directors may impose late charges, interest and handling charges to include legal fees and court costs on all accounts in arrears. Accounts in arrears more than ninety (90) days will, upon approval of the Board of Directors in each individual case, have a recorded lien filed against the property involved.

5.6 Depositories. The funds of the Association shall be placed in such federally insured bank or banks, or savings and loan associations or bank Certificates of Deposit or U.S. Treasury instruments as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts will be only by checks or withdrawals signed by such persons as are authorized by the Board of Directors and all such individual checks or withdrawals in amounts of one thousand dollars ($1,000.00) or more will require the signatures of two such persons.

5.7 Insurance. The Association shall carry Multi-Peril All Risk insurance protection in amounts which shall be determined by the Board of Directors.

(a) Such insurance will cover, but not be limited to:

(1) Public liability protection covering the roads and common elements in Prairie Creek.

(2) Fire protection for the guardhouse, bridge, gates or other structures.

(3) Flood insurance to cover the roads and structures over the Moultrie Creek wetlands and associated feeder streams, if available.

(4) Windstorm coverage for damages caused by trees or other flying objects, if available.

(5) Directors and Officers misfeasance and nonfeasance protection.

(6) Fidelity bonds for all persons handling or responsible for Association funds.

(b) Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he or she is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance in the performance of his or her duties. The foregoing right

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of indemnification shall be in addition to and not exclusive of all other rights to with such Directors or Officers may be entitled.

(c) All insurance policies purchased by the Association shall be for the benefit of the Association and its officials and shall provide that all proceeds covering losses shall be paid directly to the Association. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

5.8 Audit. The selection of auditors and the depth and scope of their work will be determined by each newly elected Board of Directors at their first regular business meeting after the first meeting which is usually held only to elect officers for the new term. The audit shall be performed by a professional accounting service and the audit shall be made available to the Membership thirty (30) days before the Annual Meeting.

ARTICLE VI

MISCELLANEOUS

6.1 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Covenants, Conditions and Restrictions or these By-Laws.

6.2 Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by an instrument in writing directed to the President or Secretary of the Board, signed by not less than twenty percent (20%) of the total membership. Amendments may be proposed by the Board of Directors by action of a majority of the total Board at any regularly constituted meeting thereof. Upon an amendment being proposed under the twenty percent stipulation herein provided for, the President or in the event of a refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Amendments proposed by the Board of Directors may be voted upon at a Special or scheduled Annual Meeting of the membership without regard to the sixty day rule. Except as elsewhere provided, approvals for amendments to the By-Laws must be by not less than fifty-one percent (51%) of the total Association membership. Use of Absentee Ballots and/or Proxies to express the votes of members on an amendment vote is permitted. When an amendment is adopted by the membership, a certificate of amendment executed by the duly authorized Officers of the Association shall then be recorded among the Public Records of St. Johns County, Florida.

6.3 Invalidity. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

6.4 Gender. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires.

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6.5 Execution and Recording. The foregoing were adopted as the By-Laws of the PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida at the Annual Meeting of the Corporation called for the purpose of, among other things, adopting the foregoing on the 6th day of December, 1992, and shall be effective when the By-Laws are recorded in the Public Records of St. Johns County, Florida, and shall supersede those By-Laws previously in effect for the PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23 day of December, 1992.

Alice J. Costeira, President

Amanda Z. Smith, Secretary

Corporate Seal

Signed, sealed and delivered in the presence of:

Witness Theodor W. Buchter

Witness Donna R. Smith

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, this day personally appeared ALICE J. COSTEIRA AND AMANDA Z. SMITH to me known to be the persons who executed the foregoing PRAIRIE CREEK BY-LAWS, and who are known to me ~~or who have produced~~ _____ as identification, and who acknowledged to and before me that they executed the same this 23 day of December, 1992.

Notary Public Donna R. Smith
Commission No. 638714
My Commission expires: NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES: JAN. 12, 1995 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Instr #2015039323 BK: 4047 PG: 1858, Filed & Recorded: 6/25/2015 11:26 AM #Pgs:129
Cheryl Strickland,Clerk of the Circuit Court St. Johns County FL Recording $1,098.00

This instrument prepared by/return to:
James J. Roche, Esq.
Jackson Law Group
1301 Plantation Island Drive, Ste. 304
St. Augustine, FL 32080

NOTICE OF RECORDING REVITALIZED GOVERNING DOCUMENTS FOR PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, as President and Secretary of Prairie Creek Property Owners Association, Inc., ("Association") hereby give notice that the requirements of section 720.404, et seq. of the Florida Statutes for revitalization of the Association's governing documents have been satisfied and the documents recorded herewith constitute true and correct copies of the governing documents that have been approved by order of the Florida Department of Economic Opportunity.

Signed this 23 day of June, 2015

PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

Sheryl Adams
President

Sheryl Adams
Printed

Secretary

Chris Felix
Printed

The foregoing instrument was acknowledged before me this 23 day of June, 2015, by Sheryl Adams, as President and by Christopher Felix, as Secretary of Prairie Creek Property Owners Association, Inc.

(Signature of Notary Public – State of Florida)
(Print/Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: FL Drivers License

JULIE DECEMBER
Notary Public - State of Florida
My Comm. Expires Jul 9, 2017
Commission # FF 018343
Bonded Through National Notary Assn.

76 1651

PRAIRIE CREEK

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by Haiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant",

W I T N E S S E T H:

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

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Prairie Creek subdivision, and to limit the use for which each and every of said lots located in Prairie Creek subdivision is intended.

NOW, THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

> PRAIRIE CREEK, according to the plat thereof recorded in Map Book 12, Pages 54 through 57, inclusive, of the Public Records of St. Johns County, Florida, less and excepting the entrance road right of way, named Osceola Trail, and the Loop Road right of way, named Crazy Horse Trail, as recorded in the above mentioned recorded Plat.

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and be 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.

ARTICLE I

DEFINITIONS

1.01. ASSOCIATION: "Association" shall mean and refer to Moultrie Creek Property Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02. COMMITTEE: "Committee" shall mean and refer to the Architectural Design Committee which shall be appointed by the Association.

1.03. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.04. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05. COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06. LOT: "Lot" shall mean and refer to the lots of land described in the plat of Prairie Creek, according to plat thereof recorded in Map Book 12, Pages 54 through 57, inclusive, of the current public records of St. Johns County, Florida.

1.07. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

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1.08. DECLARANT: "Declarant" shall mean and refer to Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.09. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Prairie Creek and any and all future real property to be platted by the Declarant, its successors and assigns as Prairie Creek subdivision, in the Official Records of St. Johns County, Florida.

1.09. SUCCESSORS AND ASSIGNS: "Successors and Assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Prairie Creek.

1.10. COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.11. BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Prairie Creek plat, above mentioned, as to Lots 12 through 24.

ARTICLE II

RESTRICTIONS

USE RESTRICTION.

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage.

SETBACK RESTRICTIONS.

2.01. No building or permanent structure shall be erected on any of said Lots nearer than twenty-five (25) feet to the front lot lines of said Lots, nor nearer than twelve and one-half (12.5) feet to any interior side lot lines. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure. Concerning Lots 1 through 4 and 25 through 40, no structure shall be permitted nearer than twenty-five (25) feet to the rear lot line without approval of the Committee. Concerning Lots 12 through 24, any structure east of the Building Restriction Line must be approved by the Committee. For the purpose of this Covenant, concerning Lots 28 and 29, the front of the main structure will face the east lot line. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until their location and architectural and structural design have been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01. None of said Lots shall be divided or resubdivided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No lot shall be replatted, with the exception of Tract A.

3.02. No property or Lot in this subdivision shall be built on that is less than one (1) acre.

3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

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3.04. No residence shall be constructed or maintained upon Lots 1 through 4 and 25 through 40 which shall have a smaller living floor area (exclusive of porches, patios and garages) than 1,500 square feet. No residence shall be constructed or maintained upon Lots 5 through 11 which shall have a smaller living floor area (exclusive of porches, patios and garages) than 2,000 square feet. No residence shall be constructed or maintained upon Lots 12 through 24 which shall have a smaller living floor area (exclusive of porches, patios and garages) than 1,750 square feet. If any of the structures on Lots 1 through 40 be two-story, the minimum ground floor living area (exclusive of porches, patios and garages) shall be 1,000 square feet.

3.05. All garage entrances must be at the end of the building or the rear of the building, except corner Lots, and Lots 28 and 29.

3.06. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. No sign of any kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the Committee.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels,

mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. 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 that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Prairie Creek.

4.08. No wheeled vehicles of any kind, or boats may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial signs may be parked in the driveway on the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service.

4.09. No clotheslins or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

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4.10. No antenna or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.11. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee.

4.12. No mailbox, newspaper box or similar holder shall be permitted on property Owners Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13. No lawn, fence, hedge, tree or landscaping feature on any of said Lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association, or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor and the Association or its duly authorized agent, shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within 30 days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01. hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

4.14. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Prairie Creek.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or central sewage treatment plant and collection systems are provided, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

FENCES.

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by this section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES.

7.01. No fence, wall, hedge or shrub planting which 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 or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE.

8.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

ARTICLE III

EASEMENTS

OWNERSHIP AND RIGHT OF WAY.

1.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, named Osceola Trail, and Loop Road right-of-way, named Crazy Horse Trail, and any

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(b) Said purposes, objects and powers shall include, but shall not be limited to, the carrying out of those functions and activities to be carried out and performed by the Corporation enumerated in the various Declarations of Restrictions (hereinafter referred to as the "Restrictions") made and to be made by Maiden Partnership, Ltd., or its successors and assigns, restricting lots, tracts and parcels of land shown on the said Plats of Prairie Creek, as said Restrictions are recorded or intended to be recorded in the future in the Official Records of St. Johns County, Florida.

(c) The Corporation shall have all the powers enumerated in Chapter 617.021, Florida Statutes, 1969 and as amended, not inconsistent herewith, and shall have all the powers of corporations, not for profit, not prohibited by some provisions of law, unless otherwise excepted herein.

(d) The Corporation may enter contracts, including contracts with any of its Class A or Class B members. The Corporation may do everything that a natural person could or might do which is necessary or incidental to the conducting and carrying out of all of its various purposes, objects and powers as set forth herein and in the Restrictions.

FIFTH:

(a) Membership in this Corporation shall be divided into Class A membership and Class B membership. The owner of a lot, tract or parcel of land shown on a plat of Prairie Creek shall automatically be and become a Class A member of this Corporation. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. Class A members in this Corporation shall be entitled to one (1) vote for each lot, tract or parcel owned by said member and said membership shall cease and terminate upon the sale, transfer or disposition of the member's lot or parcel.

(b) Maiden Partnership, Ltd., or

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its successors and assigns, shall be the only Class B member of this Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become full voting members of the Corporation.

(c) At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

(d) Reference herein to the "voting membership" shall mean the membership entitled to vote in the affairs of the Corporation at the time that said vote is to be taken and the Class A membership shall be considered a limited voting membership until the conditions of Paragraph Fifth (b) herein have been fulfilled.

SIXTH: The term for which the Corporation is to exist is perpetual unless the purposes for which the Corporation is to exist are terminated in accordance with the Restrictions hereinabove referred to.

SEVENTH: The affairs of the Corporation are to be managed by the following officers:

President

Vice President

Secretary

Treasurer

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The Corporation may also have additional vice presidents and assistant secretaries and assistant treasurers.

EIGHTH: The initial officers of the Corporation who are to serve until such time as they may resign or until such time as their successors are duly elected and appointed by the Board of Directors at the annual meeting of the Board of Directors are as follows:

President	Terry W. Pacetti
Vice President	William D. Mitchell, II
Vice President	John E. Wilson, Jr.
Secretary	Raymond J. Sweeney, Jr.
Treasurer	Samuel C. Sawyer, Jr.

NINTH: The Corporation shall be governed by a Board of Directors consisting of five (5) persons and the names and addresses of the persons who are to serve as directors until they may resign or until such time as their successors are duly elected and appointed by the voting membership at the first annual meeting of the Corporation are as follows:

Terry W. Pacetti	RFD 4, Box 299 St. Augustine, Florida 32084
William D. Mitchell,II	Route 1, Box 172M St. Augustine, Florida 32084
John E. Wilson, Jr.	Route 4, Box 257-N5 St. Augustine, Florida 32084
Raymond J. Sweeney, Jr.	350 Plaza Atlantic Beach, Florida 32233
Samuel C. Sawyer, Jr.	829 Crest Drive East Jacksonville, Florida 32205

TENTH: The initial By-Laws of the Corporation are those annexed to a certain Declaration of Restrictions made by Maiden Partnership, Ltd., a limited partnership doing business in the State of Florida, and to be recorded among the Official Records of St. Johns County, Florida, which said Declaration of Restrictions pertains to a portion of Prairie Creek, Unit 1. Such By-Laws may be altered, amended or added to in the manner provided for therein

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and herein and in the Restrictions and in conformity with the provisions and requirements of the Florida Statutes.

ELEVENTH: Unless otherwise limited herein or in the Restrictions or the By-Laws, this Certificate of Incorporation may be altered, amended or added to at any duly called meeting of the member or members of this Corporation entitled to vote at said meeting in the manner now or hereafter provided by law.

TWELFTH: This Corporation shall never have or issue shares of stock and no part of the income of the Corporation shall be distributable or distributed to its member or members, directors or officers, except as provided in Paragraph Thirteenth.

THIRTEENTH: In the event of termination of the Corporation pursuant to the aforesaid Restrictions, any assets owned by the Corporation shall be disbursed for the benefit of its Class A members or shall be proportionately and equitably distributed to its Class A members.

FOURTEENTH: The names and addresses of the subscribers hereto are as follows:

Terry W. Pacetti	RFD 4, Box 299 St. Augustine, Florida 32084
William D. Mitchell,II	Route 1, Box 172M St. Augustine, Florida 32084
John E. Wilson, Jr.	Route 4, Box 257-NS St. Augustine, Florida 32084
Raymond J. Sweeney, Jr.	350 Plaza Atlantic Beach, Florida 32233
Samuel C. Sawyer, Jr.	829 Crest Drive East Jacksonville, Florida 32205

FIFTEENTH: In the event of any discrepancy between this Certificate of Incorporation and the Restrictions, then the Restrictions shall prevail.

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WE, THE UNDERSIGNED, being each of the incorporators hereinabove named for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, supra, do hereby subscribe to this Certificate of Incorporation and have hereunto set our hands and seals this 12th day of February, 1976.

Terry W. Pacetti (L.S.)

William D. Mitchell, II (L.S.)

John E. Wilson, Jr. (L.S.)

Raymond J. Sweeney, Jr. (L.S.)

Samuel C. Sawyer, Jr. (L.S.)

STATE OF FLORIDA)
) ss.
COUNTY OF ST. JOHNS)

BEFORE ME, the undersigned authority, this day personally appeared TERRY W. PACETTI, WILLIAM D. MITCHELL, II, JOHN E. WILSON, JR., RAYMOND J. SWEENEY, JR. and SAMUEL C. SAWYER, JR., who after being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at St. Augustine, St. Johns County, Florida, this 12th day of February, 1976.

Notary Public,
State of Florida at Large

My Commission Expires:

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ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION

FILED
1986 SEP 18 AM 9:04
SEC'Y

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: The name of the corporation is:
Mirrlie Creek Property Owners Association Inc
Document # 234963 Filed Feb 13, 1974

SECOND: The following amendments to the articles of incorporation was were adopted by the
Article I Sec 1 The Name: The name of the corporation
shall be changed to read Mirrlie Creek Property
Owners Association Inc

THIRD: The amendment X was ___ adopted by the Board of Directors on the
2 day of January, 19 86

FOURTH: The amendment was ___ approved by a majority of the members of the
corporation on the 5th day of January, 19 86

Dated 12 December, 19 86

Mirrlie Creek Property Owners Association Inc
Corporation Name
By: [signature]
President or Vice President
By: [signature]
Secretary or Assistant Secretary

CR2E009 (9-85)

STATE OF FLORIDA
COUNTY OF St. Johns

Before me, the undersigned authority, personally appeared Ed Taylor, to me well known to be the person(s) who executed the foregoing articles of amendment to articles of incorporation and acknowledged before me, according to law, that he x made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of September, 19 86.

Notary Public

My commission expires:

CR2E009 (8-85)

STATE OF FLORIDA

DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May Be Served and Names and Addresses of the Officers and Directors.

The following is submitted, in compliance with Chapter 48.091, Florida Statutes:

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.,

a corporation organized (or organizing) under the laws of the State of Florida with its principal office at Number One Realty of St. Augustine Office Building, U.S. Highway #1 South in the city of St. Augustine, County of St. Johns State of Florida, has named Terry W. Pacetti, located at

RFD 4, Box 299, U.S.Highway #1 South,
(Street address & Number of Bldg., P. O. Box address not acceptable)

City of St. Augustine, County of St. Johns

State of Florida, as its agent to accept service of process within this state.

OFFICERS:

NAME	TITLE	SPECIFIC ADDRESS
Terry W. Pacetti	(P)	RFD 4, Box 299 St. Augustine, Florida 32084
Raymond J. Sweeney, Jr.	(S)	350 Plaza Atlantic Beach, Florida 32233
Samuel C. Sawyer, Jr.	(T)	929 Crest Drive East Jacksonville, Florida 32205
William D. Mitchell,II	(V)	Rt.1,Box 172N,St.Augustine,FL 32084
John E. Wilson, Jr.	(V)	Rt.4,Box 257-N5,St.Augustine,FL 32084

DIRECTORS:

	SPECIFIC ADDRESS
Terry W. Pacetti	RFD 4, Box 299 St. Augustine, Florida 32084
Raymond J. Sweeney, Jr.	350 Plaza Atlantic Beach, Florida 32233
Samuel C. Sawyer, Jr.	929 Crest Drive East Jacksonville, Florida 32205
William D. Mitchell,II	Rt.1,Box 172N,St.Augustine,FL 32084
John E. Wilson,Jr.	Rt.4,Box 257-N5,St.Augustine,FL 32084

By Terry W. Pacetti
(corporate officer)

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process; to keep office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in office as required by law.

Filing fee: $3.00

Terry W. Pacetti
(Resident Agent)

Form 24

P-654

Recorded in Public Records St. Johns County, FL
Clerk # 92039161 O.R. 972 PG 509 11:59AM 12-23-92
Recording 53.00 Surcharge 7.00

PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.
ASSOCIATION BY-LAWS
ADOPTED DECEMBER 1992

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Reg. 03417
Ret: Theodore C. Richter
3830 Lone Loch Trail
St. Augustine, FL 32086

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additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Prairie Creek, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate, the nonexclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which parcels are defined and for convenience are referred to in these covenants and restrictions as "access ways". The Declarant shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land and Declarant or its successors or assigns will maintain said access ways until they are dedicated.

1.03. The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

UTILITIES.

3.01. All easements for utilities and other purposes shown on the plat of Prairie Creek recorded in the plat records of St. Johns County, Florida, above-mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

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PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

ASSOCIATION BY-LAWS

ADOPTED DECEMBER 1992

COPY

PREFACE

WHEREAS, The Moultrie Creek Property Owners Association, Inc. was organized in February 1976, at which time the original By-Laws were adopted and recorded in the Public Records of St. Johns County, Florida, as OR 296, Pages 624 through 635; and

WHEREAS, the same By-Laws were restated verbatim for both Prairie Creek II and Prairie Creek III and recorded in the Public Records of St. Johns County, Florida, as OR 300, Pages 781 through 792; and

WHEREAS, the developers of Prairie Creek have completed their work and have deeded the Common Elements to the Moultrie Creek Property Owners Association as recorded in the Public Records of St. Johns County as OR 329 pg 292; and to the Prairie Creek Property Owners Association as OR 773 Pg 1992-1996 and OR 922 Pg 164; and

WHEREAS, on September 18, 1986, an Articles of Amendment was registered with the Florida Department of State as Document #734963 changing the name of the Association from Moultrie Creek Property Owners Association, Inc. to Prairie Creek Property Owners Association, Inc. and recorded in the Public Records of St. Johns County, Florida as OR 729, Page 1514; and

WHEREAS, the property owners desire documents which eliminate the developer language and more clearly reflect the current operation and procedures of the Association;

NOW THEREFORE, this revision of the By-Laws made on this __6__th day of December, 1992, by the owners for themselves, their successors and grantees and assigns for the purpose of restating and revising the original By-Laws and all Amendments thereto into one document and for all purposes henceforth, it shall only be necessary to make reference to this document for all matters relating to the By-Laws of the Association.

ARTICLE I

GENERAL

1.1 Identity. These are the By-Laws of the Prairie Creek Property Owners Association, Inc., hereinafter called the "Association", a corporation not for profit, organized under the laws of the State of Florida for the purpose of:

(a) Maintaining and upgrading the real property common elements contained within the three entities known as Prairie Creek, Prairie Creek II, and Prairie

Creek III lying and being in St. Johns County, Florida;

(b) Controlling the architectural appearance of all homeowner properties within the said three entities; and

(c) Establishing the administrative procedures necessary to achieve the aforementioned objectives.

1.2 Principal Office. The principal office of the Association shall be 1000 Osceola Trail, Prairie Creek, St. Augustine, Florida 32086, or at such other place as may be subsequently designated by the Board of Directors of the Association.

1.3 Resident Agent. For the purpose of service of process, the Association shall designate no more than two Board Members as Resident Agents, which designation may be changed from time to time and his, her or their offices shall be deemed an office of the Association for the purpose of service of process.

1.4 Definitions. As used herein, references to the lots, tracts or parcels of land shall mean the same as in the various Declarations of Covenants, Conditions and Restrictions, affecting property located in Prairie Creek, St. Johns County, Florida, and recorded in the Official Records of St. Johns County, Florida, Book 296 Pages 601 through 623; Book 360 Pages 757 through 780 and; Book 419 Pages 470 through 492. The recorded boundaries of this Subdivision as delineated in the aforementioned documentation shall not be violated, extended or abridged.

1.5 The Seal. The Seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE II

DIRECTORS

2.1 Membership. The affairs of the Association shall be managed by a seven member Board of Directors each of whom shall be a voting member of the Association. The membership may, by majority vote at a legally constituted Special or Annual Meeting, increase or decrease the number of members on the Board, provided however, the Board shall never consist of less than five members and shall always be composed of an odd number of members. Any increase or decrease in the number of members on the Board shall be effective as of the date of the meeting which changed the numerical composition of the Board.

2.2 Election of Directors.

(a) Time of Election shall be at the Annual Meeting of the membership of the Association.

(b) The term of each of the seven member Board of Directors shall be for a period of two years. Director's terms are to be staggered in such a manner that at Annual

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Meetings held in calendar years ending in even numbers (0, 2, 4, 6, etc.) four Directors will be elected, and for Annual Meetings held in calendar years ending in odd numbers (1, 3, 5, 7, etc.) three Directors will be elected.

(c) Candidates for each of the openings on the Board of Directors shall present their names together with a brief biography and resume of qualifications to the Secretary of the Association at least thirty-five (35) days prior to the date of the Annual Meeting. The information submitted by each candidate is to be provided to each member of the Association along with the Notice of Annual Meeting at least thirty (30) days prior to the date of such meeting. Nominations will also be accepted from the floor at the Annual Meeting.

(d) Balloting shall be by written ballot and election shall be by a plurality of the votes cast, each member being entitled to cast one vote for each of as many nominees as there are vacancies to be filled. A properly authenticated absentee ballot and/or proxy is permitted. There shall be no cumulative voting.

2.3 Vacancy and Replacement. If the position of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors shall, by majority vote of all Directors, appoint an owner from the general membership who is not a current board member, to serve as a Director until the next Annual Meeting of the membership, at which time the membership shall elect a Director to serve out the remainder of the unexpired term.

Any Board member who is absent from three consecutive regular Board of Directors meetings or who is absent from five regular meetings in any one twelve month period between Annual Meetings, shall be considered to have automatically resigned from the Board of Directors. The use of proxies to establish attendance at a Board of Directors meeting is not allowed. In cases of automatic resignation the Secretary, by Order of the Board of Directors, will send a letter by certified mail to the Director involved, acknowledging the automatic resignation. Such action shall be duly noted in the minutes of the Board meeting at which the action was taken and a copy of the letter sent by the Secretary shall be affixed to said minutes as part of the permanent records of the Association.

2.4 Regular Meetings. The Board of Directors may hold meetings at such times and places as shall be determined from time to time, by a majority of Directors. At all meetings, each of the Directors shall have equal voting power on all matters. All meetings of Directors shall be open to the entire membership of the Association.

2.5 Quorum. A quorum at Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the entire Board of Directors only when such approval represents the majority of the entire Board of Directors.

2.6 Minutes. The Minutes of all Board of Directors meetings shall be kept in a book, available for inspection by any member of the Association at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

2.7 Order of Business. At Directors meetings the order of business shall be:

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(a) Roll call.
(b) Reading of Minutes of last meeting.
(c) Consideration of communications.
(d) Resignations and elections.
(e) Reports of Committees.
(f) Treasurers report.
(g) Unfinished business.
(h) New business.

COPY

2.8 Compensation. Directors and Officers shall not receive compensation for their services, but may receive reimbursement for so called "out of pocket" expenses incurred in the actual performance of their duties.

2.9 Duties and Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by Statute, these By-Laws or the Covenants, Conditions and Restrictions; subject only to approval by the membership where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers in addition to all others hereto granted, to wit:

(a) To produce an annual budget and make it available to the membership thirty (30) days in advance of its adoption by the Board.

(b) To report to the Membership at the end of the Fiscal Year with a summary financial statement showing the total funds collected, disbursed and held in reserve for the fiscal year just ended, together with a statement showing the overall balances in all Accounts. Complete Year End Financial Statements shall be available for members desiring same.

(c) To use and expend the funds collected for those purposes set forth in the Covenants, Conditions and Restrictions.

(d) To collect delinquent fees by lien, foreclosure, or otherwise.

(e) To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Association.

(f) To enter into contracts and bind the Association thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, however, that the term or period of such contracts shall not exceed two (2) years and provided further, that contracts in excess of one year shall contain a cancellation by either party clause. Commitments of one hundred dollars ($100.00) or more will require written bids and written contracts. In addition, any Director or Officer of the Board who has a financial, family or other business interest in any company, corporation, or other entity with which the Board may consider or has contractual obligations, shall refrain from voting on all aspects of the issue.

(g) To promulgate and amend as required, reasonable Rules and Regulations to insure the comfort, safety and enjoyment of all members of the Association.

(h) To appoint members of the Architectural Design Committee from time to time as set forth in the Covenants, Conditions and Restrictions.

2.10 Removal of Directors. Directors may be removed with or without cause by a majority vote of the total Membership at any Annual or Special Meeting.

COPY

ARTICLE III

OFFICERS

3.1 Executive Officers. The executive officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. If the Board so determines, there may be more than one Vice President.

3.2 The President. The President shall be the chief executive officer of the Association and shall have all the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the membership from time to time as he or she, in his or her discretion may determine appropriate, to assist in the conduct of the affairs of the Association. All committees appointed by or in the name of the President, whether regular, standing or special committees, shall not function unilaterally, but must report their findings to the Board of Directors which will be solely responsible to make final decisions on committee recommendations.

3.3 The Vice President. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of President. He or she shall also assist the President generally and exercise such other duties as shall be prescribed by the President or the Board of Directors.

3.4 The Secretary. Minutes of all meetings of the Board of Directors and of the Membership shall be kept by the Secretary in one or more books provided for that purpose. In addition, the Secretary shall be the custodian of the corporate records and the Seal of the Corporation and affix same to instruments requiring a seal when such are duly signed in accordance with provisions of these By-Laws. The Secretary shall also keep a current register of the names and addresses of all members of the Association and shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law and shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors or as set forth in the Covenants, Conditions and Restrictions.

3.5 The Treasurer. The Treasurer shall oversee the keeping of the books of the Association in accordance with standard accounting practices and shall have custody of the

funds, securities and evidences of indebtedness of the Association. He or she shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the President or the Board of Directors in accordance with standard accounting procedures. The Treasurer shall prepare an Annual Budget and submit same to the Board of Directors for approval prior to the start of each fiscal year and shall render to the President and the Directors at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Association.

3.6 Vacancies. Vacancies occurring in the positions of President, Vice President, Secretary or Treasurer by death, resignation, disqualification or otherwise shall be filled by a majority vote of the remaining directors and persons so elected shall serve only until the next Annual Meeting.

3.7 Resignations. Resignations from the Board of Directors or as an officer of the Association may be submitted at any time. Such resignation is to be made in writing and will take effect from the time of its receipt by the Association unless some time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

4.1 Definition. Each owner of a lot in Prairie Creek shall automatically be a member of the Association and membership in the Association shall be limited to said lot owners. An owner will cease to be a member of the Association upon the sale, transfer or disposition of the member's lot. Each member shall be entitled to one (1) vote in the affairs of the Association for each lot or parcel for which a separate maintenance fee is required. In the event a lot or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one voting member entitled to cast the vote for the membership concerned.

4.2 Annual Meeting. The Annual Meeting of the membership shall be held within thirty (30) days after the first day of September of each year at such places within St. Johns County in the State of Florida and at a time as determined by the Board of Directors for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided however, said date shall not be a legal holiday.

4.3 Special Meetings. Special meetings of the membership shall be held whenever called by the President or Vice-President or by a majority of the total board of Directors, and must be called by such officers upon receipt of a written request signed by 20% of the total membership of the Association. Special meetings can be called for any purpose or purposes and the Notice of Meeting shall clearly state the purpose or purposes of the proposed

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meeting.

4.4 Notice of Meeting. The President or the Secretary of the Association shall give notice of all meetings of the general membership stating the time and place and the purpose for which the meeting is called. Such notice shall be in writing to each member at the address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Additionally, a poster type notice shall be posted in a conspicuous place within the complex at least five (5) days in advance of the meeting.

4.5 Quorum. At any Annual or Special meeting a majority of the entire membership shall constitute a quorum. A properly executed Absentee Ballot or Proxy can be used to establish the presence of a member at a membership meeting. The acts approved by a majority of the Membership at a meeting at which a quorum is present shall constitute the acts of the total membership, except when approval by a greater or lesser number of members is specified by the Covenants, Conditions and Restrictions or these By-Laws.

4.6 Voting. In any meeting of members, the owners of each lot, parcel, or tract within the confines of the Prairie Creek Subdivision shall be entitled to cast one vote for each such lot, parcel or tract providing, however, that the owner is subject to pay a separate maintenance fee for each such property. If a lot, parcel or tract is owned by one person, the right to vote shall be established by the record title to the property. If a property is owned by a corporation, trust, real estate investment trust or other entity, the person entitled to cast the vote shall be designated by a Voting Certificate signed by the President, or a Vice President and attested by the Secretary or Assistant Secretary of the corporation, trust, real estate investment trust or other entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate signed by all the owners of record, or until a change of ownership of the property is recorded.

4.7 Use of Proxy and/or Absentee Ballot. Votes may be cast in person, by Absentee Ballot or by Proxy for specific persons, nominees or projects as described in the Notice of Special or Annual Meeting, and to organize a quorum. The use of general proxies for items, projects or programs not specifically designated in the Notice of Meeting is not allowed.

4.8 Adjourned Meetings. If a meeting of the Association cannot be organized because a quorum has not been constituted, the members present must adjourn the meeting and continue to reschedule meetings within a thirty-one (31) day period of each other until a quorum is so constituted.

4.9 Order of Business. At Annual Meetings and as far as is practical at other meetings of the membership, the order of business shall be:

(a) Calling of the roll and certifying the quorum.
(b) Proof of Notice of Meeting.
(c) Reading or disposal of any unapproved minutes.
(d) Floor Nominators if any

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(e) Voting
(f) Appointment of Tellers of Election to proceed with the tabulation of votes.
(g) Reports of Officers.
(h) Reports of Committees.
(i) Announcement of election results.
(j) Unfinished business.
(k) New business.
(l) Adjournment.

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4.10 Minutes. Minutes of all Association meetings shall be kept in a book available for inspection by any owner or authorized representative of an owner, and by any Board member, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE V

FINANCES

5.1 Fiscal Management. The Fiscal Year for the Prairie Creek Homeowners Association shall be from April 1 to March 31. However, the Board of Directors is expressly authorized to change the fiscal year when deemed expedient for the best interest of the Association.

5.2 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures. Written financial summaries shall be supplied at least annually to the membership. Financial records shall include, but not be limited to:

(a) A record of all receipts and expenditures.
(b) An account for each property owner, which shall designate the name and address of the property owner and the mailing address if the owner does not reside in Prairie Creek, together with the Lot Number for which a separate monthly fee (assessment) is due; the dates and amounts in which the assessment came due; the amounts of other charges (penalties, interest, service charges, etc.); the amounts paid upon the account and the balance due.
(c) A record of all reserve and capital improvement funds.
(d) A monthly statement of the month end balances for each bank or investment account held in the name of the Association.

5.3 Inspection of Books. Financial reports and membership records of the Association shall be available at the financial office designated by the Treasurer of the Association for inspection at reasonable times by any member of the Association.

5.4 Budget. Prior to the end of each fiscal year the Board of Directors shall propose a budget that shall include the estimates of the funds required to defray the common

expenses and to provide and maintain funds for reserves. This budget shall be made available to the Membership thirty (30) days prior to adoption by the Board.

5.5 Penalties. The Board of Directors may impose late charges, interest and handling charges to include legal fees and court costs on all accounts in arrears. Accounts in arrears more than ninety (90) days will, upon approval of the Board of Directors in each individual case, have a recorded lien filed against the property involved.

5.6 Depositories. The funds of the Association shall be placed in such federally insured bank or banks, or savings and loan associations or bank Certificates of Deposit or U.S. Treasury instruments as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts will be only by checks or withdrawals signed by such persons as are authorized by the Board of Directors and all such individual checks or withdrawals in amounts of one thousand dollars ($1,000.00) or more will require the signatures of two such persons.

5.7 Insurance. The Association shall carry Multi-Peril All Risk insurance protection in amounts which shall be determined by the Board of Directors.

(a) Such insurance will cover, but not be limited to:

(1) Public liability protection covering the roads and common elements in Prairie Creek.

(2) Fire protection for the guardhouse, bridge, gates or other structures.

(3) Flood insurance to cover the roads and structures over the Moultrie Creek wetlands and associated feeder streams, if available.

(4) Windstorm coverage for damages caused by trees or other flying objects, if available.

(5) Directors and Officers misfeasance and nonfeasance protection.

(6) Fidelity bonds for all persons handling or responsible for Association funds.

(b) Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he or she is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance in the performance of his or her duties. The foregoing right

of indemnification shall be in addition to and not exclusive of all other rights to with such Directors or Officers may be entitled.

(c) All insurance policies purchased by the Association shall be for the benefit of the Association and its officials and shall provide that all proceeds covering losses shall be paid directly to the Association. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

5.8 Audit. The selection of auditors and the depth and scope of their work will be determined by each newly elected Board of Directors at their first regular business meeting after the first meeting which is usually held only to elect officers for the new term. The audit shall be performed by a professional accounting service and the audit shall be made available to the Membership thirty (30) days before the Annual Meeting.

ARTICLE VI

MISCELLANEOUS

6.1 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Covenants, Conditions and Restrictions or these By-Laws.

6.2 Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by an instrument in writing directed to the President or Secretary of the Board, signed by not less than twenty percent (20%) of the total membership. Amendments may be proposed by the Board of Directors by action of a majority of the total Board at any regularly constituted meeting thereof. Upon an amendment being proposed under the twenty percent stipulation herein provided for, the President or in the event of a refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Amendments proposed by the Board of Directors may be voted upon at a Special or scheduled Annual Meeting of the membership without regard to the sixty day rule. Except as elsewhere provided, approvals for amendments to the By-Laws must be by not less than fifty-one percent (51%) of the total Association membership. Use of Absentee Ballots and/or Proxies to express the votes of members on an amendment vote is permitted. When an amendment is adopted by the membership, a certificate of amendment executed by the duly authorized Officers of the Association shall then be recorded among the Public Records of St. Johns County, Florida.

6.3 Invalidity. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

6.4 Gender. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires.

2.02. All the Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer lines, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

ARTICLE IV

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Moultrie Creek Property Owners Association, Inc., is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Prairie Creek, St. Johns County, Florida.

1.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event.

6.5 Execution and Recording. The foregoing were adopted as the By-Laws of the PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida at the Annual Meeting of the Corporation called for the purpose of, among other things, adopting the foregoing on the 6 th day of December, 1992, and shall be effective when the By-Laws are recorded in the Public Records of St. Johns County, Florida, and shall supersede those By-Laws previously in effect for the PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION.

COPY

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23 day of December, 1992.

Alice J. Costeira, President

Amanda Z. Smith, Secretary

Corporate Seal

Signed, sealed and delivered in the presence of:

Witness Theodor W. Buchter

Witness Donna R. Smith

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, this day personally appeared ALICE J. COSTEIRA and AMANDA Z. SMITH to me known to be the persons who executed the foregoing PRAIRIE CREEK BY-LAWS, and who are known to me ~~or who have produced~~ _____ as identification, and who acknowledged to and before me that they executed the same this 23 day of December, 1992.

Notary Public Donna R. Smith
Commission No. 638714
My Commission expires: NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JAN. 12, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-077

May 28, 2015

James J. Roche, Esq.
Jackson Law Group
1301 Plantation Island Drive
Suite 304
St. Augustine, FL 32080

Re: Prairie Creek Property Owners Association, Inc. (Phase I)

Dear Mr. Roche:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Phase I of the Prairie Creek Property Owners Association, Inc., and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
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NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

FINAL ORDER NO. DEO-15-077

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 2nd day of June, 2015.

Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

James J. Roche, Esq.
Jackson Law Group
1301 Plantation Island Drive
Suite 304
St. Augustine, FL 32080

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-078

May 28, 2015

James J. Roche, Esq.
Jackson Law Group
1301 Plantation Island Drive
Suite 304
St. Augustine, FL 32080

Re: Prairie Creek Property Owners Association, Inc. (Phase II)

Dear Mr. Roche:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Phase II of the Prairie Creek Property Owners Association, Inc., and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

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NOTICE OF ADMINISTRATIVE RIGHTS

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AGENCY CLERK
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OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 2nd day of June, 2015.

Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U.S. Mail:

James J. Roche, Esq.
Jackson Law Group
1301 Plantation Island Drive
Suite 304
St. Augustine, FL 32080

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-079

May 28, 2015

James J. Roche, Esq.
Jackson Law Group
1301 Plantation Island Drive
Suite 304
St. Augustine, FL 32080

Re: Prairie Creek Property Owners Association, Inc. (Phase III)

Dear Mr. Roche:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Phase III of the Prairie Creek Property Owners Association, Inc., and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

NOTICE OF ADMINISTRATIVE RIGHTS

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FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

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TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

FINAL ORDER NO. DEO-15-079

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 2nd day of June, 2015.

Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
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Jackson Law Group
1301 Plantation Island Drive
Suite 304
St. Augustine, FL 32080

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

1.03. Membership in the Corporation may be transferred only as an incident to the transfer of a Lot or parcel, and such transfer shall be subject to the procedures set forth in these Restrictions.

ARTICLE V

ARCHITECTURAL DESIGN COMMITTEE

1.01. No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said Lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Prairie Creek. Such plans and specifications shall be submitted in writing and for approval, over the signature of the Owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape,

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height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

1.02. The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other Lots.

1.04. If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

1.05. Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the

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Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval

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will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

1.08. Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

ARTICLE VI

MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the By-Laws of the Association, a copy of which is attached to Restrictions affecting certain lots in Prairie Creek, recorded in Book 296, Pages 601 through 635 inclusive of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

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MEMBERSHIP.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and By-Laws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association.

FEES.

3.01. The initial monthly fee to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be $25.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as is hereinafter provided, but said initial fees shall not be increased prior to January 1, 1978. Thereafter, said fees may be increased or decreased by the Association except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plats of units of Prairie Creek whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the services provided

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by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1978. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04. The Association may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Prairie Creek, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

4.01. Each such fee and interest thereon and reasonable

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court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.03. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgage or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former Lot owner of such Lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots or parcels in Prairie Creek by the acceptance of deeds or leases therefor, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS.

5.01. The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

USE OF FEES.

6.01. Upon the Declarant deeding to the Association, the Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Prairie Creek, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in Prairie Creek, namely:

A. Maintain the streets and mow grass on the road rights-of-way;

B. Maintain two (2) tennis courts;

C. Maintain guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling;

D. Maintain the common areas;

upon the dedication of each of the above by the Declarant to the Association.

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

6.04. The Association may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns

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County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE VII

MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01. The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

DURATION OF RESTRICTIONS.

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2000, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year, 1986, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Prairie Creek, or commencing with the year 2001, by vote of seventy-five percent (7%) of the then Owners of all of the Lots or tracts in Prairie Creek, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS.

3.01. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 13th day of February, A.D. 1976.

In the presence of:

MAIDEN PARTNERSHIP, LTD.

By _____
TERRY M. PACETTI, General Partner

(SEAL)

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STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

Before me personally appeared TERRY W. PACETTI, to me well known and known to me to be the General Partner of Maiden Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partner of said Limited Partnership executed the same; and then and there the said TERRY W. PACETTI, General Partner of Maiden Partnership, Ltd., did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such General Partner for the purposes therein expressed.

WITNESS my hand and official seal, this 13th day of February, A.D. 1976.

Notary Public
State of Florida at Large
My Commission Expires: January 21, 1980
1-21-80

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Prairie Creek List – Revised 2/10/16

PHASE I (Osceola Trail and Crazy Horse Trail)

The following information was obtained from the St. Johns County Property Appraisers Office and from deeds (and in several cases mortgages when no deed could be found) obtained through the St. Johns County Official Records. The legal descriptions are typed exactly as it appears on the deed

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Kyall, Celestia Coleman - 1085 Osceola Trail
PID: 136801-0011
Legal Description
Parcel 1:
A tract of land being part of Tract "A", as shown on the plat of Prairie Creek, recorded in Map Book 12, pages 54 through 57, public records of St. Johns County, Florida, being more particularly described as follows:
That part of Tract "A: lying Easterly of Moultrie Creek, as shown on plat of Prairie Creek, recorded in Map Book 12, pages 54 through 57, public records of St. Johns County, Florida.

PID: 136770-0065
Legal Description
Parcel 2:
A parcel of land lying in Government Lot No. 8 of Section No. 11, T8S, R29E, Saint Johns County, Florida, and being more particularly described as follows:

Commencing at the Southwest Corner of Tract "A". Map Book 12, Pages 54 through 57, thence Easterly 707 feet, more or less, along the South line of said Tract "A: to its intersection with Moultrie Creek and the center thereof, to the POINT OF BEGINNING,
thence continue along the South line of said tract "A:, 295 feet more or less, to the Westerly line of the J. B. Reyes Grant, Section 37, T8S, R29E, thence Southerly 410 feet more or less and along the Westerly line of said J. B. Reyes Grant to the center of Moultrie Creek,
thence North and West and along the center of said Moultrie Creek and the meanderings thereof, up-stream to the POINT OF BEGINNING.

Ybanez, D. Jr. and Sofia M. - 3600 Crazy Horse Trail (PO BX 1267, 32085-1267)
PID: 136802-0260
That certain piece, parcel or tract of land, situate, lying and being in the County of St. Johns and State of Florida, known and described as:
Lot 26, PRAIRIE CREEK, according to map therof recorded in Map Book 13, Pages 54,55,56, and 57 of the public records of St. Johns County, Florida.

1

Raume, Kelly P. and Meegan K. - 3601 Crazy Horse Trail
PID: 136802-0010
Legal Description
Lot 1, PRAIRIE CREEK, according to map or plat thereof recorded in Map Book 12, Pages 55, 56 and 57 of the public records of St. Johns County, Florida.

Clark, Christopher and Traci - 3605 Crazy Horse Trail
PID: 136802-0020
Legal Description
Lot 2, Prairie Creek, according to the map or plat thereof, as recorded in Plat Book 12, Pages(s) 54 through 57, of the Public Records of St. Johns County, Florida.

Jones, Paul W. and Theodora R. - 3609 Crazy Horse Trail
PID: 136802-0030
Legal Description
Lot three (3) PRAIRIE CREEK as recorded in Map Book 12, Pages 54 through 57 of the public records of St. Johns County, Florida.

Wilson, Patrick R. and Elizabeth A. - 3612 Crazy Horse Trail
PID: 136802-0300
Legal Description
Lot 30, Prairie Creek, a subdivision according to the plat thereof recorded at Map Book 12, Pages 54, 55, 56 and 57, Public Records of St. Johns County, Florida.

Miller, Robert P. Jr. - 3613 Crazy Horse Trail
PID 136802-0040
Legal Description
Lot 4, PRAIRIE CREEK, according to the plat thereof recorded in Plat Book 12, pages 54, 55, 56 and 57 of the Public Records of St. Johns County, Florida, having a street address of 3613 Crazy Horse Trail, St. Augustine, Florida, 32086.

Shanks, Charles W. - 3616 Crazy Horse Trail
PID: 13680-0320
Legal Description
Lot 32, PRAIRIE CREEK, according to the plat thereof recorded in Map Book 12 at pages 54 through 57 of the Public Records of St. Johns County, Florida.

Kaman, Bryan and Nancy
3617 Crazy Horse Trail
PID: 136802-0050
Legal Description
Lot 5, Prairie Creek Subdivision, according to plat thereof recorded in Map Book 12, Pages 55 through 57, public records of St. Johns County, Florida.

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Keene, James K. and Evelyn A. - 3620 Crazy Horse Trail
PID: 136802-0340
Lot 34, PRAIRIE CREEK, according to map or plat thereof recorded in Map Book 12, pages 54,55,56, and 57, of the public records of St. Johns County, Florida .
SUBJECT to covenants, restrictions and easements of record.
Grantors herein acknowledge that this deed is being given as a replacement to a lost deed conveying caption property dated August, 1984.

Lewis, Barbara P. etal and Lovell, Connie S. - 3624 Crazy Horse Trail
PID: 136802-0360
Legal Description
Lot Thirty-Six (36), PRAIRIE CREEK, according to the plat thereof as recorded in Map Book 12, Pages 54, 55, 56 and 57 of the current public records of St. Johns County, Florida.

Wilson, Geraldine Y. – 3625 Crazy Horse Trail
PID: 136802-0060
Legal Description
Lots 6 & 7, PRAIRIE CREEK, as recorded in Map Book 12, page 56 of the public records of St. Johns County, Florida.

Metcalf, Melinda etal and Hagan, Suzanne - 3628 Crazy Horse Trail
PID: 136802-0380
Legal Description
Lot 38, Prairie Creek, according to the map or plat thereof, as recorded in Plat Book 12, Page(s) 54 through 57, inclusive, of the Public Records of St. Johns County, Florida.

Aspinwall, R. Glenn and Bonnie - 3629 Crazy Horse Trail
PID: 136802-0080
Legal Description
Lot 8, PRAIRIE CREEK, according to the map or plat thereof in Map Book 12, Pages 54, 55, 56 and 57, of the public records of St. Johns County.

Cintron, Lillian etal and Camacho, Anthony - 3633 Crazy Horse Trail
PID: 136802-0090
Legal Description
Lot 9, Prairie Creek, a subdivision according to the plat thereof recorded at Map Book 12, Pages 54, 55, 56 and 57, Public Records of St. Johns County, Florida.

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Mitchell, James P III, and Hallie B. - 3637 Crazy Horse Trail
PID: 136802-0100
Legal Description
Lot 10, PRAIRIE CREEK, according to the plat thereof, recorded in Plat Book 12, Pages(s) 54 through 57, inclusive, of the Public Records of St. Johns County, Florida.

Rose, Max Joseph Living Trust – 3639 Crazy Horse Trail
PID: 136802-0111
Legal Description
A PORTION OF LOT 11, PRAIRIE CREEK, A SUBDIVISION RECORDED IN MAP BOOK 12, PAGE 56 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEGINNING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF AFOREMENTIONED LOT 11, RUN DUE EAST, ALONG THE NORTH LINE OF LOT 11 (WHICH IS ALSO THE SOUTH RIGHT OF WAY LINE OF CRAZY HOUSE (*deed says House rather than Horse*) TRAIL, A PRIVATE 66 FOOT WIDE RIGHT OF WAY), FOR A DISTANCE OF 92.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE RUN SOUTH 36 DEGREES 35 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 348.80 FEET, MORE OR LESS, TO THE APPROXIMATE NORTHERLY EDGE OF THE SALT WATER MARSH OF MOULTRIE CREEK; THENCE RUN NORTH 70 DEGREES 52 MINUTES 53 SECONDS WEST, FOR A DISTANCE OF 105.62 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 56 SECONDS WEST, FOR A DISTANCE OF 50.41 FEET TO A POINT; THENCE RUN SOUTH 69 DEGREES 48 MINUTES 54 SECONDS WEST, FOR A DISTANCE OF 69.33 FEET TO A POINT; THENCE RUN NORTH 85 DEGREES 06 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 49.13 FEET TO A POINT; THENCE RUN 34 DEGREES 31 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 71.80 FEET TO A POINT; THENCE RUN SOUTH 16 DEGREES 23 MINUTES 07 DEGREES WEST, FOR A DISTANCE OF 65.96 FEET TO A POINT; THENCE RUN SOUTH 47 DEGREES 38 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 35.61 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 11 (THE LAST SEVEN COURSES MENTIONED BEING COINCIDENT WITH THE APPROXIMATE NORTHERLY EDGE OF THE SALT WATER MARSH OF MOULTRIE CREEK); THENCE RUN NORTH 09 DEGREES 28 MINUTES 36 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 11, FOR A DISTANCE OF 297.42 FEET TO THE POINT OF BEGINNING.

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Pelletier, James and Linda – 3640 Crazy Horse Trail
PID: 136802-0400
Legal Description – (Obtained from recorded Mortgage)
Lot 40, PRAIRIE CREEK, according to the plat as recorded in Map Book 12, Pages 54-57, public records of St. Johns County, Florida.

Mc Adams, Alan J. and Pamela M. - 3641 Crazy Horse Trail
PID: 136802-0110
Legal Description
ALL OF LOT 11, PRAIRIE CREEK, A SUBDIVISION RECORDED IN MAP BOOK 12, PAGE 56, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, EXCEPT THE FOLLOWING DESCRIBED PARCEL.
BEGINNING AT THE NORTHWEST CORNER OF AFOREMENTIONED LOT 11, RUN DUE EAST, ALONG THE NORTH LINE OF LOT 11 (WHICH IS ALSO THE SOUTH RIGHT-OF-WAY LINE OF CRAZY HORSE TRAIL, A PRIVATE 66 FOOT WIDE RIGHT-OF-WAY), FOR A DISTANCE OF 92.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE RUN SOUTH 36 DEGREES 35 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 348.80 FEET, MORE OR LESS, TO THE APPROXIMATE NORTHERLY EDGE OF THE SALT WATER MARSH OF MOULTRIE CREEK; THENCE RUN NORTH 70 DEGREES 52 MINUTES 53 SECONDS WEST, FOR A DISTANCE OF 105.62 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 56 SECONDS WEST, FOR A DISTANCE OF 50.41 FEET TO A POINT; THENCE RUN SOUTH 69 DEGREES 48 MINUTES 54 SECONDS WEST, FOR A DISTANCE OF 69.33 FEET TO A POINT; THENCE RUN NORTH 85 DEGREES 06 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 49.13 FEET TO A POINT; THENCE RUN NORTH 34 DEGREES 31 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 71.80 FEET TO A POINT; THENCE RUN SOUTH 16 DEGREES 23 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 65.96 FEET TO A POINT; THENCE RUN SOUTH 47 DEGREES 38 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 35.61 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 11 (THE LAST SEVEN COURSES MENTIONED BEING COINCIDENT WITH THE APPROXIMATE NORTHERLY EDGE OF THE SALT WATER MARSH OF MOULTRIE CREEK); THEN RUN NORTH 9 DEGREES 28 MINUTES 36 SECONDS EAST, ALONG IRE WESTERLY LINE OF SAID LOT 11, FOR A DISTANCE OF 297.42 FEET TO THE POINT OF BEGINNING.

Pavelle, Suzanna etvir, and Money, Brian E. - 3645 Crazy Horse Trail
PID: 136802-0120
Legal Description
Lot 12, PRAIRIE CREEK, according to map or plat thereof recorded in Map Book 12, Pages 54, 55, 56 and 57, of the Public Records of St. Johns County, Florida.

Smith, Dean O. and Elaine Marie – 3649 Crazy Horse Trail (PO BX 860283, 32086-0283)
PID: 136802-0130
Legal Description
Lot 13, PRAIRIE CREEK, according to the map or plat thereof as record in Map Book 12, Pages 54, 55, 56 and 57 of the public records of St. Johns County, Florida.

Morgan, Lora Lee etal and Burke, Robert A. – 3652 Crazy Horse Trail
PID: 136802-0390
Legal Description
Lot 39, PRAIRIE CREEK, according to the map or plat thereof as record in Map Book 12, Pages 55-57 of the public records of St. Johns County, Florida.

Seymour, William G. and Mary M. Trust - 3653 Crazy Horse Trail
PID: 136802-0140
Legal Description
Lot 14, PRAIRIE CREEK, according to plat thereof, as recorded in Map Book 12, Pages 54-57, Public Records of St. Johns County, Florida.

Mc Cranie, Stephen C. and Corma U. – 3657 Crazy Horse Trail
PID: 136802-0150
Legal Description
Lot 15, PRAIRIE CREEK, according to the Plat thereof, as recorded in Plat Book 12, Pages 54-57, public records of St. Johns County, Florida.

Felix, Christopher Charles and Maria Soledad – 3658 Crazy Horse Trail
PID: 136802-0370
Legal Description
Lot 37, Prairie Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 54 through 57, inclusive, of the Public Records of St. Johns County, Florida.

Byatt, Jean E. – 3660 Crazy Horse Trail
PID: 136802-0350
Lot 35, Prairie Creek Subdivision, as recorded in Map Book 12, Page 57, Public Records of St. Johns County, Florida

Herrick, Evelyn E. - 3661 Crazy Horse Trail
PID: 136802-0160
Legal Description
Lot 16, PRAIRIE CREEK, as recorded in Map Book 12, Pages 54 through 57, inclusive, Public Records of St. Johns County, Florida.

Wilson, Corinne H. Living Trust – 3664 Crazy Horse Trail
PID: 136802-0330
Legal Description
Lot 33, PRAIRIE CREEK, according to the Plat thereof, as recorded in Plat Book 12, Pages 54, 55, 56 and 57 of the public records of St. Johns County, Florida.

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Taylor, George Edwin Rev Trust -3665 Crazy Horse Trail (PO Box 2203, 32085-2203)
PID: 136802-0170
Legal Description
Lot 17, PRAIRIE CREEK, according to map thereof as recorded in Map Book 12, pages 54, 55, 56, and 57, public records of St. Johns County, Florida.

Vincent, Rosario Roy etux and Mc Carroll, Melissa Marie – 3669 Crazy Horse Trail
PID: 136802-0180
Legal Description
Lot 18, Prairie Creek, according to the map or plat thereof, as recorded in Map Book 12, Page 54 through 57, of the Public Records of St. Johns County, Florida.

Voorhest, Kaitlin A. etal and Halliwell, Nathan L. – 3670 Crazy Horse Trail
PID: 136802-0310
Legal Description
Lot 31, Prairie Creek, according to the map or plat thereof, as recorded in Plat Book 12, Page(s) 54, 55, 56 and 57, of the Public Records of St. Johns County, Florida.

Hardy, Beverly J.– 3671 Crazy Horse Trail
PID: 136802-0190
Legal Description
Lot 19, PRAIRIE CREEK, according to map or plat thereof recorded in Map Book 12, Pages 54, 55, 56 and 57, of the public records of St. Johns County, Florida.

Pane, Thomas R. and Deborah Pappas Pane – 3674 Crazy Horse Trail
PID: 136802-0290
Legal Description
Lot Twenty Nine (29), PRAIRIE CREEK, according to map or plat thereof recorded in Map Book 12, pages 54, 55, 56 and 57, public records of St. Johns County, Florida.

Johnston, Mark and Rebecca - 3675 Crazy Horse Trail
PID: 136802-0200
Legal Description
Lot 20, PRAIRIE CREEK, according to the plat thereof recorded in Map Book 12, Page 54 through 57, of the Public Records of St. Johns County, Florida.

Drury, Lori – 3678 Crazy Horse Trail
PID: 136802-0280
Legal Description
Lot 28, PRAIRIE CREEK, according to the map or plat thereof, as recorded in Plat Book 12, Page 54, of the Public Records of St. Johns County, Florida.

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Kosa, William J. and Mary Lou - 3679 Crazy Horse Trail
PID: 136802-0210
Legal Description
Lot 21, PRAIRIE CREEK as recorded in Map Book 12, Pages 54 through 57, Inclusive, public records of St. Johns County, Florida.

Smith, Terry M. and Theresa P. – 3682 Crazy Horse Trail
PID: 136802-0270
Legal Description
Lot 27, PRAIRIE CREEK, according to the plat thereof, recorded in Map Book 12, Pages(s) 54, 55, 56 and 57 of the Public Records of St. Johns County, Florida.

Larimore, Dennis R. and Mary A. - 3683 Crazy Horse Trail
PID: 136802-0220
Legal Description
Lot 22, PRAIRIE CREEK, according to the plat thereof, as recorded in Plat Book 12, Page 54, of the Public Records of St. Johns County, Florida.

Lucas, Larry L. and Marlene K. - 3687 Crazy Horse Trail
PID: 136802-0230
Lot 23, PRAIRIE CREEK, according to plat thereof recorded in Map Book 12, pages 54,55,56,and 57, public records of St. Johns County, Florida.
SUBJECT TO: Covenants, Restrictions, Easements and all other provisions set forth in instrument recorded in Official Records Book 296, page 601; Easement in Official Records Book 302, page 178; Building Restriction Lines as shown on recorded plat.
TOGETHER WITH any and all riparian rights appurtenant to the lands hereby conveyed, all without warranty.

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PRAIRIE CREEK II

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H :

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

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Prairie Creek subdivision, and to limit the use for which each and every of said lots located in Prairie Creek subdivision is intended.

NOW, THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

> PRAIRIE CREEK II, according to the plat thereof recorded in Map Book 12, Pages 65 through 68, inclusive, of the Public Records of St. Johns County, Florida,

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and be 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.

ARTICLE I.

DEFINITIONS

1.01. ASSOCIATION: "Association" shall mean and refer to Moultrie Creek Property Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02. COMMITTEE: "Committee" shall mean and refer to the Architectural Design Committee which shall be appointed by the Association.

1.03. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.04. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05. COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06. LOT: "Lot" shall mean and refer to the lots of land described in the plat of Prairie Creek II, according to plat thereof recorded in Map Book 12, Pages 65 through 68, inclusive, of the current public records of St. Johns County, Florida.

1.07. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

1.08. DECLARANT: "Declarant" shall mean and refer to

Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.09. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Prairie Creek II and any and all future real property to be plated by the Declarant, its successors and assigns as Prairie Creek Subdivision, in the Official Records of St. Johns County, Florida.

1.10. SUCCESSORS AND ASSIGNS: "Successors and assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Prairie Creek II.

1.11. COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.12. BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Prairie Creek II plat, above mentioned, as to Lots 24 and 53 through 57.

ARTICLE II.
RESTRICTIONS

USE RESTRICTION.

2.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage.

SETBACK RESTRICTIONS.

2.01. No building or permanent structure shall be erected on any of said Lots nearer than twenty-five (25) feet to the front lot lines of said Lots, nor nearer than twelve and one-half (12.5) feet to any interior side lot lines, nor nearer than twenty-five (25) feet to the rear lot lines of said Lots. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure. Concerning Lots 24 and 53 through 57, any structure east of the Building Restriction Line must be approved by the Committee. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until their location and architectural and structural design have been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01. None of said Lots shall be divided or resubdivided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No lot shall be replatted.

3.02. No property or Lot in this subdivision shall be built on when said property or Lot is less than one (1) acre.

3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

3.04. No residence shall be constructed or maintained upon Lots 25, 41 through 48, inclusive, 58 through 64, inclusive, and 75 through 86, inclusive, which shall have a smaller living floor

area (exclusive of porches, patios and garages) than 1,500 square feet. No residence shall be constructed or maintained upon Lots 24, 48 through 57 inclusive, and 65 through 74 inclusive, which shall have a smaller living floor area (exclusive of porches, patios and garages) than 1,750 square feet. If any of the structures on Lots 24, 25, and 41 through 86 be two-story, the minimum ground floor living area (exclusive of porches, patios and garages) shall be 1,000 square feet.

3.05. All garage entrances must be at the end of the building or the rear of the building, except corner Lots 24, 25, 48, 58, 59, 74 and 75.

3.06. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

3.07. Tract C is to be restricted for use as a recreational area. The Declarant will construct two (2) tennis courts on said tract in the immediate future. The Declarant or its assigns may construct or provide additional recreational facilities on said tract as may be approved by the Association.

NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. No sign of any kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the

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Committee.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. 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 that they are not kept, bread or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Prairie Creek II.

4.08. No wheeled vehicles of any kind, or boats may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial signs may be parked in the driveway on the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other

vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service.

4.09. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

4.10. No antenna or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.11. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee.

4.12. No mailbox, newspaper box or similar holder shall be permitted on property Owners Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13. No lawn, fence, hedge, tree or landscaping feature on any of said Lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association, or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor and the Association or its duly authorized agent, shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within 30 days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the

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residence or building on said lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 6.01, hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees or landscaping features, including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

4.14. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Prairie Creek II.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or

central sewage treatment plant and collection systems are provided, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-constuction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

FENCES.

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by this section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES.

7.01. No fence, wall, hedge or shrub planting which 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 or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case

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of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE.

8.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

ARTICLE III.

EASEMENTS

OWNERSHIP AND RIGHT OF WAY.

1.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, named Osceola Trail, and Loop Road right-of-way, named Crazy Horse Trail, Red Cloud Trail, and Tract B and Tract D, and any additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Prairie Creek II, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate, the nonexclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which

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parcels are defined and for convenience are referred to in these covenants and restrictions as "access ways". The Declarant shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land and Declarant or its successors or assigns will maintain said access ways until they are dedicated.

1.03. The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

UTILITIES.

2.01. All easements for utilities and other purposes shown on the plat of Prairie Creek II recorded in the plat records of St. Johns County, Florida, above mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

2.02. All the Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer lines, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

ARTICLE IV.

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Moultrie Creek Property Owners Association, Inc., is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Prairie Creek, St. Johns County, Florida.

1.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

1.03. Membership in the Corporation may be transferred only as an incident to the transfer of a Lot or parcel, and such transfer shall be subject to the procedures set forth in these Restrictions.

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ARTICLE V.

ARCHITECTURAL DESIGN COMMITTEE

1.01. No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said Lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Prairie Creek. Such plans and specifications shall be submitted in writing and for approval, over the signature of the Owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent, with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure

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inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

1.02. The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other Lots.

1.04. If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

1.05. Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the

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Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee, shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after

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being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the Lot conform to and are in harmony with the existing structures on the lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

1.08. Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

ARTICLE VI.

MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES.

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the By-Laws of the Association, a copy of which is attached to these Restrictions affecting certain lots in Prairie Creek II, recorded in Book 12, Pages 65 through 68, inclusive, of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

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MEMBERSHIP.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and By-Laws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association.

FEES.

3.01. The initial monthly fee to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be $25.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as is hereinafter provided, but said initial fees shall not be increased prior to January 1, 1978. Thereafter, said fees may be increased or decreased by the Association except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plats of units of Prairie Creek whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the services provided by the Association may be decreased or extinguished

so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1970. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04. The Association may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Prairie Creek, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

4.01. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall

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from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgage or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots or parcels in Prairie Creek II by the acceptance of deeds or leases therefor, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS.

5.01. The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

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USE OF FEES.

6.01. Upon the Declarant deeding to the Association, the Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Prairie Creek, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting the properties located in Prairie Creek, namely:

A. Maintain the streets and mow grass on the road rights-of-way;

B. Maintain two (2) tennis courts;

C. Maintain guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling;

D. Maintain the common areas;

upon the dedication of each of the above by the Declarant to the Association.

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

6.04. The Association may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE VII.

MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01. The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

DURATION OF RESTRICTIONS.

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2000, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1986, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Prairie Creek II, or commencing with the year 2001, by vote of seventy-five percent (75%) of the then Owners of all of the lots or tracts in Prairie Creek II, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS.

3.01. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 2nd day of April, A.D. 1976.

In the presence of:

MAIDEN PARTNERSHIP, LTD.

By: Terry N. Pacetti
TERRY N. PACETTI, General Partner

(SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF ST. JOHNS)

BEFORE ME personally appeared TERRY W. PACETTI, to me well known and known to me to be the General Partner of Maiden Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partner of said Limited Partnership executed the same; and then and there the said TERRY W. PACETTI, General Partner of Maiden Partnership, Ltd., did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such General Partner for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of April, A.D. 1976.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: January 21, 1980.
1-21-80

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Prairie Creek List

PHASE II (Red Cloud Trail)

The following information was obtained from the St. Johns County Property Appraisers Office and from deeds (and in several cases mortgages when no deed could be found) obtained through the St. Johns County Official Records. The legal descriptions are typed exactly as it appears on the deed

---

Adams, Ben W. Jr. and Sharon D. - 3400 Red Cloud Trail (1501 CR 13 S, 32092-0000)
PID: 136802-0240
Legal Description
Lot 24, PRAIRIE CREEK, Unit 2, according to plat thereof recorded in Plat Book 12, Pages 65, 66, 67 and 68 of the public records of St. Johns County, Florida.

Wine, Audra L. - 3401 Red Cloud Trail
PID: 136802-0250
Legal Description
Lot 25, PRAIRIE CREEK II, according to map or plat thereof recorded in Map Book 12, Page 65, of the Public Records of St. Johns County, Florida.

Kennard, Brian V. and Darcy Lyn - 3410 Red Cloud Trail
PID: 136802-0570
Legal Description
Lot 57, PRAIRIE CREEK II, according to the map or plat thereof, as recorded in Map Book 12, Page 65 through 68, of the Public Records of St. Johns County, Florida.

Delaney, Sarah A. etal and Mc Coy, Mary H. - 3411 Red Cloud Trail
PID: 136802-0410
Legal Description
Lot 41, PRAIRIE CREEK II, as recorded in Map Book 12, pages 65-68 of the public records of St. Johns County, Florida.

Dacko, Ronald and Patricia - 3420 Red Cloud Trail
PID: 136802-0560 UNVERIFIED
Legal Description
12/66-68 PRAIRIE CREEK II 56 OR783/1630

Griffith, Donald F. and Katherine - 3421 Red Cloud Trail
PID: 136802-0420
Legal Description
Lot 42, PRAIRIE CREEK II, according to plat thereof recorded in Map Book 12, pages 65 through 68, inclusive, of the Public Records of St. Johns County, Florida.

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Gibbons, William J. III and Moore, Thomas M. - 3430 Red Cloud Trail
PID: 136802-0550
Legal Description
Lot 55, PRAIRIE CREEK II, according to plat thereof record in Map Book 12, pages 65, 66, 67 and 68, public records of St. Johns County, Florida.

Rogers, Gregory J., Maria Elizabete Freire Rogers - 3431 Red Cloud Trail
PID: 136802-0430
Legal Description
Lot 43, PRAIRIE CREEK II, according to plat thereof, as recorded in Map Book 12, Pages 65 through 68, inclusive, of the Public Records of St. Johns County, Florida.

Bell, Bryan W. and Nancy – 3440 Red Cloud Trail
PID: 136802-0540
Legal Description
Lot 54, PRAIRIE CREEK II, according to the plat or map thereof as recorded in Map Book 12, Pages 65, 66, 67 and 68, of the public records of St. Johns County, Florida.

Pineiro, Eduardo and Susana - 3441 Red Cloud Trail
PID: 136802-0440
Legal Description
Llot 44 of PRAIRIE CREEK II subdivision, according to plat thereof recorded in Map Book 12, Pages 65 through 68, of the public records of St. Johns County, Florida.

Cunio, Robert J. and Nancy L. - 3450 Red Cloud Trail
PID: 136802-0530
Legal Description
Lot 53, PRAIRIE CREEK II, according to plat thereof, as recorded in Map Book 12, pages 65-68. Of the current public records of St. Johns County, Florida.
SUBJECT TO COVENANTS AND RESTRICTIONS as recorded in Official Records Book 309, page 757 of the public records of St. Johns County, Florida.
SUBJECT TO THAT CERTAIN EASEMENT as recorded in Official Records Book 300, page 793 of the public records of St. Johns County, Florida, and Corrected Easement as recorded in Official Records Book 302, page 179 of the public records of St. Johns County, Florida.
TOGETHER with riparian rights, if any, thereunto appertaining of which grantor does not warrant nor guarantee.

Ayala, Gustavo F. – 3451 Red Cloud Trail
PID: 136802-0450
Legal Description
Lot 45 of PRAIRIE CREEK II, according to the plat thereof as recorded in Plat Book 12, Pages 65 through 68, of the public records of St. Johns County, Florida.

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Redden, Edsel E. and Jayne M. – 3460 Red Cloud Trail
PID: 136802-0520
Legal Description
Lot 52, of PRAIRIE CREEK II, according to the map or plat thereof, as recorded in Map Book 12, Pages 65, 66, 67 and 68 of the public records of St. Johns County, Florida.

Adams, William Barnes and Sheryl – 3461 Red Cloud Trail
PID: 136802-0460
Legal Description
Lot 46, PRAIRIE CREEK II, according to map or plat thereof recorded in Map Book 12, Pages 65, 66, 67 and 68, of the public records of St. Johns County, Florida.

Thoms, Eric F. - 3470 Red Cloud Trail
PID: 136802-0510
Legal Description
Lot 51, PRAIRIE CREEK II, as recorded in Map Book 12, Pages 65 through 68, inclusive, Public Records of Saint Johns County, Florida.

Gunn, Andrew J. - 3471 Red Cloud Trail
PID: 136802-0470
Legal Description
Lot 47, PRAIRIE CREEK II, according to plat thereof as recorded in Map Book 12, pages 65, 66, 67 and 68, of the public records of St. Johns County, Florida.

Frady, Walter B. - 3480 Red Cloud Trail (436 Gianna Way, St. Aug 32086-5000)
PID: 136802-0500
Legal Description
Lot 50 of PRAIRIE CREEK II, according to the plat thereof as recorded in Map Book 12, Page(s) 65 through 68, of the public records of St. Johns County, Florida.

Lin, Jung-San - 3481 Red Cloud Trail (1205 Garrison Dr., St. Aug. 32092-0000)
PID: 136802-0480
Legal Description
Lot 48, PRAIRIE CREEK II, according to map or plat thereof recorded in Map Book 12, pages 64, 66, 67 and 68, public records of St. Johns County, Florida.

Stevens, Barbara F. – 3500 Red Cloud Trail
PID: 136802-0490
Legal Description
Lot 49, PRAIRIE CREEK II, according to plat recorded in map book 12, pp.65, 66, 67, and 68 public records of St. Johns County, Florida.

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Rinehart, Thomas R. – 3532 Red Cloud Trail
PID: 136802-0860
Legal Description

Lot 86, PRAIRIE CREEK II, according to the plat thereof recorded at Map Book 12, Pages 65, 66, 67, and 68, of the Public Records of St. Johns County, Florida.

Rhoden, George and Anne - 3533 Red Cloud Trail
PID: 136802-0580
Legal Description
Lot 58, PRAIRIE CREEK II, as recorded in Map Book 12, Pages 65 through 68, inclusive, of Public Records of St. Johns County, Florida.

Thomas, Edward R. Jr. and Evelyn B. - 3536 Red Cloud Trail
PID: 136802-0850
Legal Description
Lot 85, PRAIRIE CREEK II, according to plat thereof recorded in Map Book 12, pages 65 through 68, inclusive, of the Public Records of St. Johns County, Florida.

Foster, Gordon John and Joan - 3537 Red Cloud Trail
PID: 136802-0590
Legal Description
Lot 59, PRAIRIE CREEK II, according to plat thereof recorded in Map Book 12, Pages(s) 65 through 68, inclusive, Public Records of St. Johns County, Florida.

Deputy, Adam L. and Meghan E. - 3541 Red Cloud Trail
PID: 136802-0600
Legal Description
Lot 60 of PRAIRIE CREEK II, according to the Plat thereof as recorded in Map Book 12, Pages(s) 65 through 68, of the Public Records of St. Johns County, Florida.

Kissling, Michael J. and Mary - 3544 Red Cloud Trail (PO Box 345, St Aug 32085-0345)
PID: 136802-0840 MORTGAGE
Legal Description
Lot 84 of PRAIRIE CREEK II, according to the Map or Plat thereof, as recorded in Plat Book 12 at Page 65, 66, 67 and 68 of the Public Records of St. Johns County, Florida.

Freedom, Bell Trust - 3545 Red Cloud Trail (1755 Lakeside Ave, St Aug 32084-0000)
PID: 136802-0610
Legal Description
Lot 61, PRAIRIE CREEK II, according to the map or plat thereof, as recorded in Map Book 12, Page(s) 65 through 68, inclusive, of the Public Records of St. Johns County, Florida.

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Ivanyi, Janos and Emoke - 3549 Red Could Trail
PID: 136802-0620
Legal Description
Lot 62, PRAIRIE CREEK II, according to plat thereof recorded in Plat Book 12 pages 66, 67 and 68 of the public records of St. Johns County, Florida.

Welu, Joseph T. and Charity - 3553 Red Cloud Trail
PID: 136802-0630
Legal Description
Lot 63, PRAIRIE CREEK II, according to the map or plat thereof as recorded in Map Book 12, Page(s) 65, 66, 67, and 68, Public Records of St. Johns County, Florida.

Baldwin, Harry A. III - 3557 Red Cloud Trail
PID: 136802-0640
Legal Description
Lot 64, PRAIRIE CREEK II, according to plat thereof recorded in Map Book 12, Page 65, 66, 67 and 68, of the Public Records of St. Johns County, Florida.

Curran, Son Yong - 3560 Red Cloud Trail
PID: 136802-0830 MORTGAGE
Legal Description
Lot Eighty-Three (83), PRAIRIE CREEK II, According to Map or Plat thereof recorded in Map Book 12, Pages 65, 66, 67, and 68, of the public records of St. Johns County, Florida.

Croft, Timothy Taft and Katrina L. – 3564 RCT (PO Box 1095, Live Oak, FL 32064-1095)
PID: 136802-0820
Legal Description
Lot 82, PRAIRIE CREEK II, a subdivision according to the plat thereof recorded at Map Book 12, Pages 66, 67 and 68, in the Public Records of St. Johns County, Florida.

Snyder, William L. and Christine A. - 3565 Red Cloud Trail
PID: 136802-0660
Legal Description
Lots 65, 66 and 67 PRAIRIE CREEK II, according to plat thereof recorded in Map Book 12, Pages 65, 66, 67 and 68, Public Records of St. Johns County, Florida.

Hazen, Walter A. and Martha J. - 3568 Red Cloud Trail
PID: 136802-0810 MORTGAGE
Legal Description
Lot 81, PRAIRIE CREEK II, according to map or plat thereof recorded in Map Book 12, pages 65, 66, 67 and 68, of the public records of St. Johns County, Florida.

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Griffin, Mary G. – 3572 Red Cloud Trail
PID: 136802-0800
Legal Description
Lot 80, PRAIRIE CREEK II, according to plat thereof, as recorded in Map Book 12, pages 65-68, Public Records of St. Johns County, Florida.

Waterman, William F. and Eleanor – 3573 Red Cloud Trail
PID: 136802-0680 MORTGAGE
Legal Description
Lot 68, PRAIRIE CREEK II, according to plat thereof recorded in Map Boad 12, Pages 65 through 68, Public Records of St. Johns County, Florida.

Hodyss, Lawrence and Loretta B. – 3576 Red Cloud Trail
PID: 136802-0790
Legal Description
Lot 79, PRAIRIE CREEK II, according to the map or plat thereof, recorded in Map Book 12, pages 65 through 68, inclusive, of the Public Records of St. Johns County, Florida.

Kayworth, Andrew E. and Allison – 3577 Red Cloud Trail
PID: 136802-0690
Legal Description
Lot 69, PRAIRIE CREEK II, according to map or plat thereof recorded in Map Book 12, pages 65 through 68, inclusive, of the public records of St. Johns County, Florida.

Walden, Hsiaomei – 3580 Red Cloud Trail
PID: 136802-0780
Legal Description
Lot 78, PRAIRIE CREEK II, according to the map or plat thereof recorded in Map Book 12, Pages 65, 66, 67 and 68, of the public records of St. Johns County, Florida.

Pack, John T. and Goll, Barbara E. – 3581 Red Cloud Trail
PID: 136802-0700
Legal Description
Lot 70, PRAIRIE CREEK II, as recorded in Map Book 12, Pages 65-68 of the public records of St. Johns County, Florida.

Koleilat, Mohammad Tarek and Nancy – 3584 Red Cloud Trail (3673 Lone Wolf Trail)
PID: 136802-0770
Legal Description
Lot 77, PRAIRIE CREEK II, according to the map or plat thereof recorded in Map Book 12, Pages 65, 66, 67 and 68, of the public records of St. Johns County, Florida.

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Matthew Daniel Cline and Shelby Harper Cline-3585 Rec Cloud Trail
PID 136802-0710
Legal Description
Lot 71, PRAIRIE CREEK II, according to the plat thereof recorded in MAP BOOK 12, PAGE(s) 65,66,67, and 68, of the Public Records of St. Johns County, Florida.
Subject to covenants, restrictions and easements of records and taxes for the current year.

Jacoby, Sherry Montville – 3588 Red Cloud Trail (503 Alicante Rd, St. Aug 32086-0000)
PID: 136802-0760
Legal Description
Lot 76, PRAIRIE CREEK II, according to map or plat thereof recorded in Map Book 12, Pages 65, 66, 67 and 68 of the public records of St. Johns County, Florida.

Porter, Phillip Carroll and Eliza Ting-Yun, and Chiu, Richard – 3589 RCT
PID: 136802-0720
Legal Description
Lot 72, PRAIRIE CREEK II, as recorded in Map Book 12, Pages 65, 66, 67 and 68 of the public records of St. Johns County, Florida.

Till, Lawrence etux and Kennedy, Roberta A. – 3592 RCT
PID: 136802-0750
Legal Description
Lot 75, PRAIRIE CREEK II, according to map or plat thereof recorded in Map Book 12, Pages 65, 66, 67 and 68, of the public records of St. Johns County, Florida.

Weaver, D. Eugene and Norma J. – 3593 RCT
PID: 136690-0050
Legal Description
Parcel 1:
Lot 73, PRAIRIE CREEK II, according to plat thereof recorded in Map Book 12, pages 65, 66, 67 and 68, public records of St. Johns County, Florida.

Parcel 2:
A parcel of land in the East ½ of the Northeast ¼ of Section 11, Township 8 South, Range 29 East, St. Johns County, Florida, being more fully described as:

Commence at the Northeast corner of Lot 73, Prairie Creek Unit II according to the plat thereof as record in Map Book 12, Pages 65 through 68 of the public records of St. Johns County, Florida: Thence South 75 degrees 24 minutes 48 seconds West, assumed bearing, along the Northerly line of said Lot 73 a distance of 370.42 feet, more or less, to the centerline of Moultrie Creek and the point of beginning of the parcel to be described; Thence South 51 degrees 42 minutes 05 seconds West 221.75 feet; Thence South 42 degrees 38 minutes 46 seconds East 235.28 feet; Thence North 46 degrees 40 minutes 26 seconds East 243.75 feet, more or less, to the centerline of said Moultrie Creek; Thence meander in a Northerly direction along said centerline 363 feet more or less to the point of beginning.

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Rowland, Mary T. – 3597 RCL
PID: 136802-0740
Legal Description
Lot 74, PRAIRIE CREEK II, according to the plat thereof, recorded in Map Book 12, Pages 65, 66, 67 and 68, inclusive, of the public records of St. Johns County, Florida.

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REC 419 PAGE 470

PREPARED BY AND RETURN TO
GEORGE J. ELLIS, JR.
SUITE 312, 1000 RIVERSIDE AVE.
JACKSONVILLE, FLORIDA 32204

PRAIRIE CREEK III

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by Malden Partnership, Ltd., as a limited partnership authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Prairie Creek III subdivision, and to limit the use for which each and every of said lots located in Prairie Creek III subdivision is intended.

NOW THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

> PRAIRIE CREEK III according to the plat thereof recorded in Map Book 11, pages 92 through 95, inclusive of the Public Records of St. Johns County, Florida.

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and be 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.

ARTICLE I

DEFINITIONS

1.01 - ASSOCIATION: "Association" shall mean and refer to Moultrie Creek Property Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02 - COMMITTEE: "Committee" shall mean and refer to the Architectural Design Committee which shall be appointed by the Association.

1.03 - OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.04 - PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05 - COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06 - LOT: "Lot" shall mean and refer to the lots of land described in the plat of Prairie Creek III, according to plat thereof recorded in Map Book 13, pages 92 through 95, inclusive, of the current public records of St. Johns, County, Florida.

1.07 - MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

1.08 - DECLARANT: "Declarant" shall mean and refer to

Naiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.09 - SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Prairie Creek III and any and all future real property to be platted by the Declarant, its successors and assigns as Prairie Creek subdivision, in the official records of St. Johns County, Florida.

1.10 - SUCCESSORS AND ASSIGNS: "Successors and assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the public records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these restrictions, the words "successor and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Prairie Creek III.

1.11 - COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.12 - BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Prairie Creek III plat above mentioned, as to Lots

ARTICLE II

RESTRICTIONS

USE RESTRICTION.

1.01 - Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lot other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage.

SETBACK RESTRICTIONS.

2.01 - No building or permanent structure shall be erected on any of said Lots nearer than twenty-five (25) feet to the front lot lines of said Lots, nor nearer than twelve and one-half (12.5) feet to any interior side lot lines, nor nearer than twenty-five (25) feet to the rear lot lines of said Lots. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure. Concerning Lots 110-130, any structure west of the Building Restriction Line must be approved by the Committee. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until their location and architectural and structural design have been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the set back restrictions set forth in paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01. None of the said Lots shall be divided or resub-divided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No lot shall be replatted.

3.02. No property or Lot in this subdivision shall be built on when said property or Lot is less than one (1) acre.

3.03. Every structure placed on any Lot shall be con-structed from material which has been approved in writing by the Committee.

3.04. No residence shall be constructed or maintained upon Lots 88-109 which shall have a smaller living floor

area (exclusive of porches, patios and garages) than 1,750 square feet. No residence shall be constructed or maintained upon Lots 110-130, which shall have a smaller living floor area (exclusive of porches, patios and garages)than 1,500 square feet, with the exception of Lot 110A. No residence shall be constructed or maintained upon Lots 109A and 110A which shall have a smaller living floor area (exclusive of porches, patios and garages) than 2,000 square feet. If any of the structures on Lots 88-130 be two-story, the minimum ground floor living area (exclusive of porches, patios and garages) shall be 1,000 square feet.

3.05 All garage entrances must be at the end of the building or the rear of the building except corner Lots 88, 89 99, 100, 109A, 110, 110A, 119, 120, 129 and 130.

3.06. No window air conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. No sign of any kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the Committee.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. 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 that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Prarie Creek III.

4.08. No wheeled vehicles of any kind, or boats,may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that

other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service.

4.09. No clothesline or clothes pole may be place on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

4.10. No antenna or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereof without the prior written approval of the Committee.

4.11. No property Owner may cut a tree with a diameter in excess of six (6) inches without the prior approval of the Committee.

4.12. No mailbox, newspaper box or similar holder shall be permitted on property Owners' Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13. No lawn, fence, hedge, tree or landscaping feature on any of said Lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Association, or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor and the Association or its duly authorized agent, shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within 30 days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall

become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 6.01 hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees or landscaping features, including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawn and similar standards.

4.14. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development purposes for Prairie Creek III.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or

central sewage treatment plant and collection systems are provided, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid of construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay, when due, the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

FENCES.

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by this section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES.

7.01. No fence, wall, hedge or shrub planting which 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 or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case

of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the dange as to vehicular traffic.

DRAINAGE.

8.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant.

8.02. There shall be no draining or artificial altering o change in the course of the natural flow of water.

ARTICLE III.

EASEMENTS

OWNERSHIP AND RIGHT OF WAY.

1.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, named Osceola Trail, and Loop Road right-of-way, named Crazy Horse Trail, Red Cloud Trail, Lone Wolf Trail and Tract B and Tract D and any additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Prairie Creek III, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate the nonexclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future which parcels are defined and for convenience referred to herein

as "access ways". The Declarant shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land and Declarant, or its successors or assigns,will maintain said access ways until they are dedicated.

1.02. The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation to control and prohibit parking on all or any part of said access ways.

UTILITIES.

2.01. All easements for utilities and other purposes shown on the plat of Prairie Creek III recorded in the plat records of St. Johns County, Florida, above mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

2.02. All the Lots are subject to easements and rights-of way for erecting, constructing, maintaining or operating water and sewer lines, poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said lot line or lines and running parallel therewith.

ARTICLE VI.

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Moultrie Creek Property Owners Association, Inc., is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Prairie Creek, St. Johns County, Florida.

1.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

1.03. Membership in the Corporation may be transferred only as an incident to the transfer of a lot or parcel, and such transfer shall be subject to the procedures set forth in these Restrictions.

ARTICLE V

ARCHITECTURAL DESIGN COMMITTEE

1.01. No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Prairie Creek. Such plans and specifications shall be submitted in writing and for approval over the signature of the Owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent, with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

1.02. The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other Lots.

1.04. If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

1.05. Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof,enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate

of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee, shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the Lot conform to and are in harmony with the existing structures on the Lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

1.08. Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly

appointed agent or agents of the Committee, which authority may be further delegated.

ARTICLE VI

MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES.

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the By-Laws of the Association, a copy of which is attached to the Declaration of Covenants, Conditions and Restrictions of Prairie Creek, recorded in Book 296, pages 601 through 635, inclusive, of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

MEMBERSHIP.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and By-Laws of the Association as they may exist from

time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association.

FEES.

3.01. The initial monthly fee to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto,whether vacant lots or improved lots, shall be $25.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as is hereinafter provided, but said initial fees shall not be increased prior to January 1, 1980. Thereafter, said fees may be increased or decreased by the Association except that the monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plats of units of Prairie Creek whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the services provided by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1978. Said accounting shall be made in conformity with the generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04. The Association may co-mingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Prairie Creek, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

4.01. Each such fee and interest thereon at the highest rate allowed by law and reasonable court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle

or compromise said claims. The Association may be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may perfect its lien and file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, a Claim of Lien stating the amount of said overdue fee, together with the interest and costs of collection including attorneys fees thereon and other amounts which become due after the lien is filed until the lien is satisfied or discharged and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former Lot owner of such Lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots or parcels in Prairie Creek III by the acceptance of deeds or leases therefor, whether from the Declarant or subsequent owners or lessees of such lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchasedor agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS.

5.01. The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

USE OF FEES.

6.01. Upon the Declarant deeding to the Association, the Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Prairie Creek, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting the properties located in Prairie Creek, namely:

A. Maintain the streets and mow grass on the road rights-of-way;

B. Maintain two (2) tennis courts;

C. Maintain guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling;

D. Maintain the common areas;

upon the dedication of each of the above by the Declarant to the Association.

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

6.04. The Association may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE VII
MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01. The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said Lots, provided, however that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

DURATION OF RESTRICTIONS.

2.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31,2000 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1986, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Prairie Creek III, or commencing with the year 2001, by vote of seventy-five persent (75%) of the then Owners of all of the lots or tracts in Prairie Creek III, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS.

3.01. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to do and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 21st day of June, 1979.

In the presence of:

Craig L. Matthews

MAIDEN PARTNERSHIP, LTD.

By Jerry W. Facetti
Jerry W. Facetti, General Partner

(SEAL)

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STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, personally appeared TERRY W. PACETTI, to me well known and known to me to be the General Partner of Maiden Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partner of said Limited Partnership executed the same; and then and there the said TERRY W. PACETTI, General Partner of Maiden Partnership, Ltd., did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such General Partner for the purposes therein expressed.

WITNESS my hand and official seal, this 24th day of June, 1979.

Notary Public
State of Florida at Large.

My commission expires.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 28, 1981

FILED FOR RECORD
DUVAL COUNTY, FLA.
ST. JOHNS COUNTY, FLA.
'79 JL 18 PM 2 :7
CLERK CIRCUIT COURT

Prairie Creek List

PHASE III (Red Fox Trail and Lone Wolf Trail)

The following information was obtained from the St. Johns County Property Appraisers Office and from deeds (and in several cases mortgages when no deed could be found) obtained through the St. Johns County Official Records. The legal descriptions are typed exactly as it appears on the deed

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Red Fox Trail

Ng, Raphael and Ana Marie – 870 RFT (PO Box 3320 St. Aug, 32085-3320)
PID: 136803-1300
Legal Description
Lot 130, PRAIRIE CREEK III, as recorded in Map Book 13, Pages 92 through 95 of the public records of St. Johns County, Florida.

Weeks, Angela Karen King – 860 RFT
PID: 136804-0074
Legal Description
A parcel that is a portion of Lot 7, PRAIRIE CREEK IV, shown on Map Book 14, Pages 13 through 15, of the public records of St. Johns County, Florida, being more particularly described as follows:
Commence at the southwest corner of said Lot 7 for the point of beginning being a point on the north right of way of Red Fox Trails; thence north 77 degrees 08 minutes 30 seconds east along said north right of way, also being the south boundary of said Lot 7; a distance of 26.26 feet to the P.C. of a curve to the right having radius and delta of 373.27 feet and 20 degrees 00 minutes, thence easterly around the arc of said curve, a distance of 130.30 feet to the P.T. of said curve; thence south 82 degrees 51 minutes 30 seconds east, 30.86 feet, thence north 05 degrees 53 minutes 58 seconds east, 279.90 feet, thence south 59 degrees 40 minutes 36 seconds west, along the westerly line of said Lot 7, 274.48 feet; thence south 08 degrees 36 minutes 57 seconds east, 150 feet to the point of beginning.

Dykes, Laythen and Thelma – 850 RFT
PROPERTY AS DESCRIBED ON ATTACHED Schedule "a" which description is made a part hereof by reference as though fully and completely set forth herein.
By acceptance hereof, Grantees, their successors and assigns covenant and agree to join in the execution of any residential restriction and covenants which are in substantial conformity with those originally imposed in the instrument recorded in Official Records Book 452, page 520 through 539, inclusive of the St. Johns County public records except that the minimum lost size as set forth there in may be one-half acre and the Grantee further acknowledges that this covenant may be enforced by specific performance.
SUBJECT to Easements and reservations in Plat dedication recited in the Map Book 14, pages 13, 14, 15, of the public records of St. Johns County, Florida.
SUBJECT to Requirements of Ordinance No 82-31, recorded in Official Records Book 542

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page 571, of the public records of St. Johns County, Florida ** said Restriction recited in Official
Records Book 623, page 705.

Lavana, Fernando and Ashley Jean – 840 RFT
PID: 136804-0070
Legal Description
Being a part of Lot 7, PRAIRIE CREEK IV, as shown on Map Book 14, Pages 13 through 15, records of Saint Johns County, being described as follows:
COMMENCE at the Southwest corner of said Lot 7; being a point on the North Right-of-Way also being the South boundary of said Lot 7, a distance of 26.26 feet to the P.C. of a curve to the right having a radius and delta of 373.27 feet and 20 degrees 00 minutes; thence Easterly around the Arc of said curve a distance of 130.30 feet to the P.T. of said curve; thence continue on said North Right-of-Way and said South Boundary South 82 degrees 51 minutes 30 seconds East, 163.03 feet to the POINT OF BEGINNING; thence continue South 82 degrees 51 minutes 30 seconds East, 136.97 feet; thence by curve to the left, having a radius of 566.65 feet and a delta of 22 degrees 31 minutes 23 seconds, run North 85 degrees 52 minutes 49 seconds East, 221.32 feet; then run North 14 degrees 38 minutes 06 seconds West, 530.07 feet; thence run South 89 degrees 45 minutes 01 seconds West, 180 feet; thence run South 06 degrees West, 140 feet; thence run South 84 degrees 06 minutes 02 seconds East, 6.85 feet; thence run South 05 degrees 53 minutes 58 seconds West, 374.53 feet to the POINT OF BEGINNING.

Lone Wolf Trail

Dickens, Carole M. and Richard H. – 3497 LWT
PID: 136803-0880
Legal Description
Parcel 1:
Lot 88, PRAIRIE CREEK III, according to map or plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

Parcel 2:
A parcel of land being a portion of Lone Wolf Trail lying between Lot 88 and Lot 130 PRAIRIE CREEK III according to the plat thereof recorded in Map Book 13, Pages 92 through 95 of the public records of St. Johns County, Florida, being more particularly described as follows:
For a point of beginning commence at the Northeast corner of said Lot 88, said point also lying on the Southerly line of Lot 33, Wellington Oaks – Unit 1 according to the plat thereof recorded in Map Book 21, Pages 70 and 71 of the public records of said county; thence North 77 degrees 07'36" East, and along said Southerly line, a distance of 67.50 feet to the Northwest corner of the aforementioned Lot 130; thence South 00 degrees 47'23" East, along Southwesterly line of said Lot 130 and along the Northeasterly right of way line of the aforementioned Lone Wolf Trail; a distance of 14.25 feet to a point of curvature of a curve concave Northeasterly and having a radius of 459.04 feet; thence Southeasterly along the arc of said curve and along said Northeasterly right of way line, an arc distance of 136.06 feet to a point, said curve being subtended by a chord bearing and distance of South 09 degrees 16'51" East, 135.56 feet; thence South 77 degrees 08'30" West, a distance of 112.16 feet to a point of curvature of a curve

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concave Northwesterly and having a radius of 30.00 feet; thence Northeasterly along said curve and along the Southeasterly line of the aforementioned Lot 88, a distance of 40.74 feet to a point of tangency, said curve being subtended by a chord bearing and distance of North 38 degrees 06'52" East, 37.68 feet; thence North 00degrees 47'23" West, along the Easterly line of said Lot 88 and along the Westerly right of way line of the aforementioned Lone Wolf Trail, a distance of 128.32 feet to the point of beginning.

Conway, Patrick, Helen and Frances – 3500 LWT (23400 West Redwing PL, Barrington, IL 60010-0000
PID: 136803-1290
Legal Description
Lot 129, PRAIRIE CREEK III, according to the Plat thereof, as recorded in Map Book 13 at pages 92-95 of the public records of St. Johns County, Florida.

Knetge, William and Barbara – 3501 LWT
PID: 136803-0890
Legal Description
Lot 89, Prairie Creek III, according to the Map or plat thereof, as recorded in Map Book 13, Page 92, Public Records of St. Johns County, Florida.

Matt, Conrad and April – 3505 LWT
PID: 136803-0900
Legal Description
Lot 90, Prairie Creek III, according to the map or plat thereof, as recorded in Map Book 13, Page 92 through 95, inclusive, of the Public Records of St. Johns County, Florida.

Duty, Kenneth E. Jr. and Geneva C. – 3510 LWT
PID: 136803-1280
Legal Description
Lot 128 PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, page 92 through 95, inclusive, of the public records of St. Johns County, Florida.

Williams, Courtney Lynn – 3511 LWT
PID: 136803-0910
Legal Description
Lot 91, PRAIRIE CREEK III, according to the plat thereof recorded in Map Book 13, Pages 92 through 95, of the public records of St. Johns County, Florida.

Mc Carthy, Drury F. – 3520 LWT
PID: 136803-1270
Legal Description
Lot 127, PRAIRIE CREEK III SUBDIVISION, according to the plat thereof, recorded in Plat Book 13, Pages 92 through 95, inclusive, of the Public Records of St. Johns County, Florida.

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Centoducati, Anna R. – 3521 LWT
PID: 136803-0920
Legal Description
Lot 92, PRAIRIE CREEK III, according to map or plat thereof recorded in Map Book 13, pages 92, 93, 94 and 95, of the public records of St. Johns County, Florida.

Henley, Trevor C. and Jennifer L. – 3530 LWT
PID: 136803-1260
Legal Description
Lot 126, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof, recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

Gonzalez III, Ismael and Isela Pizarro Gonzalez – 3531 LWT PID: 136803-0930
Lot 93, PRAIRIE CREEK III, as recorded in Map Book 13, pages 92 through 95, public records of Saint Johns County, Florida

Dachton, Paul M. and Anna E. – 3540 LWT
PID: 136803-1250
Legal Description
Lot 125, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof, recorded in Map Book 13, pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

Bonaventure, Jeanette – 3541 LWT
PID: 136803-0940
Legal Description
Lot 94, Prairie Creek III, according to plat thereof as recorded in Map Book 13, pages 92, 93, 94 and 95, of the public records of St. Johns County, Florida.

Buchter, Theodore W. – 3550 LWT
PID: 136803-1240
Legal Description
Lot 124 of Unit 3, Prairie Creek according to the map or plat thereof as recorded in Plat book 13, pages 92 -95 of the Public Records of St. Johns County. (*description omits Florida*)

Graham, Claude E. III – 3551 LWT
PID: 136803-0950
Legal Description
Lot 95, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

Garcia, Jose B. and Sharon – 3560 LWT (PO Box 1041, St. Aug 32085-1041
PID: 136803-1230
Legal Description
Lot 123, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, Pages 92-95, of the public records of St. Johns County, Florida.

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Gay, John J. and Patricia L. – 3561 LWT
PID: 136803-0960
Legal Description
Lot 96, PRAIRIE CREEK III Subdivision, according to map or plat thereof, recorded in Map Book 13, pages 92-95, inclusive, of the public records of St. Johns County, Florida.

Greenmun, James I. – 3570 LWT (646 Aldersgate CT, Katy, TX 77450-2201)
PID: 136803-1220
Legal Description
Lot 122, PRAIRIE CREEK III, according to map or plat thereof recorded in Map Book 13, Pages 92, 93, 94 and 95 of the public records of St. Johns County, Florida.

Burke, Carolyn M. – 3571 LWT
PID: 136803-0970
Legal Description
Lot 97, PRAIRIE CREEK III, according to the map or plat thereof as recorded in Plat Book 13, Page(s) 92, 93, 94 and 95, Public Records of St. Johns County, Florida.

Meyer, William H. & Patricia M. – 3580 LWT
PID: 136803-1210
Legal Description
Lot 121, PRAIRIE CREEK III SUBDIVISION, according to plat thereof as recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

Blythe, John McCall and Janis R. – 3581 LWT
PID: 136803-0980
Legal Description
Lot Ninety-eight (98), Prairie Creek III, Subdivision, According To Map Or Plat Thereof Recorded In Map Book 13, Pages 92, 93, 94, And 95, Of The St. Johns County, Florida.

Siess, Douglas G. and Mary C. – 3590 LWT
PID: 136803-1200
Legal Description
Lot 120, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, Pages 92 through 95, of the public records of St. Johns County, Florida.

Capps, Richard G. and Sandra S. – 3591 LWT
PID: 136803-0990
Legal Description
Lot 99 and a 66 foot strip between Lot 99 and Lot 100, PRAIRIE CREEK III SUBDIVISION, according to a Map or Plat thereof recorded in Map Book 13, pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

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Walsh, Edith D (Dec'd) Knox, Nancy P.R. – 3600 LWT (3632 LWT)
PID: 136803-1190
Legal Description
Lot 119, Prairie Creek III, according to map or plat thereof recorded in Map Book 13, pages 92, 93, 94, and 95, of the Public Records of St. Johns County, Florida.

McRorie, Janice M. – 3601 LWT
PID: 136803-1000 (MORTGAGE)
Legal Description
Lot 100, Prairie Creek III, according to map or plat thereof recorded in Map Book 13, Pages 92, 93, 94 and 95, of the public (*public*) records of St. Johns County, Florida.

Smith, Frederick T. – 3608 LWT
PID: 136803-1180
Legal Description
Lot 118, PRAIRIE CREEK III, according to the map or plat thereof as recorded in Map Book 13, Pages 92, 93, 94 and 95, of the Public Records of St. Johns County, Florida.

Green, Donald L. and Christiana – 3609 LWT
PID: 136803-1010
Legal Description
Lot 101, PRAIRIE CREEK III, according to the plat thereof, as recorded in Map Book 13, Pages 92-95 of the Public Records of St. Johns County, Florida.

Simon, David W. – 3616 LWT
PID: 136803-1170
Lot 117, PRAIRIE CREEK III, according to plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, public records of St. Johns County, Florida.

Cowling, David W. – 3617 LWT
PID: 136803-1020
Legal Description
Lot One Hundred and Two (102), Prairie Creek III, according to plat thereof recorded in Map Book 13, Pages 92, 93, 94 and 95, of the public records of St. Johns County, Florida.

Doolittle, Charles M. and Eva M. – 3624 LWT
PID: 136803-1160
Legal Description
Lot 116, PRAIRIE CREEK III, according to map or plat thereof recorded in Map book 13, Page 92 thru 95 inclusive of the public records of St. Johns County, Florida.

Painter, Rex B. – 3625 LWT
PID: 136803-1030
Legal Description
Lot 103, Prairie Creek III, according to Map or Plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the Public Records of St. Johns County, Florida.

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Knox, James S and Nancy W. – 3632 LWT
PID: 136803-1150
Legal Description
Lot 115, PRAIRIE CREEK III, according to plat thereof as recorded in Map Book 13, Pages 92, 93, 94 and 95, of the Public Records of St. Johns County, Florida.

Lee, Joanne M. Brown and John O. – 3633 LWT
PID: 136803-1040
Legal Description
Lot 104, PRAIRIE CREEK III, according to map or plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

McFarlane, James P. and Cara Y. – 3640 LWT
PID: 136803-1140
Legal Description
Lot 114, PRAIRIE CREEK, III, as recorded among the public records of St. Johns County, Florida, in Map Book 13, Page 95.

Yvon, Wayne E. and Susan Howard – 3641 LWT
PID: 136803-1050
Legal Description
Lot 105, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the Public Records of St. Johns County, Florida.

Morse, William and Carol J. – 3648 LWT
PID: 136803-1130
Legal Description
Lot 113, PRAIRIE CREEK III, according to Map thereof as recorded in Map Book 13, pages 92, 93, 94 and 95 of the public records of St. Johns County, Florida.

Middleton, John L., Jr. and Paula – 3649 LWT
PID: 136803-1060 (MORTAGE)
Legal Description
Lots 106 and 107, PRAIRE (*Prairie*) CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of St. Johns County, Florida.

Parker, Jeffrey A. and Colette L. – 3650 LWT
PID: 136803-1120
Legal Description
Lot 112, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, Pages 92 thru 95, inclusive, of the public records of St. Johns County, Florida.

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Hemphill, Padraic T. and Sherry L. – 3656 LWT
PID: 136803-1110
Legal Description
Lot 111, Prairie Creek III, according to the map or plat thereof, as recorded in Map Book 13, Page 92 through 95, of the Public Records of St. Johns County, Florida.

Moskowitz, Allan H. and Cornelia U. – 3665 LWT
PID: 136803-1080
Legal Description
Lot 108, PRAIRIE CREEK III SUBDIVISION, according to map or plat thereof recorded in Map Book 13, Pages 92-95, of the public records of St. Johns County, Florida.

Guernon, Guy G. and Susan – 3672 LWT
PID: 136803-1100
Legal Description
Lot 110, PRAIRIE CREEK III, according to the plat thereof, recorded in Map Book 13, Pages (s) 92 through 95, inclusive of the Public Records of St. Johns County, Florida.

Koleilat, Mohammad Tarek and Nancy – 3673 LWT
PID: 136803-1090
Legal Description
Lot 109, PRAIRIE CREEK III, according to the map or plat thereof as recorded in Map Book 13, Page(s) 92, 93, 94 and 95, Public Records of St. Johns County, Florida.

Baker, Sarah E. – 3681 LWT
PID: 136803-1095
Legal Description
Lot 109-A of PRAIRIE CREEK III SUBDIVISION, according to the Plat thereof as recorded in Plat Book 13, Page(s) 92-95, of the Public Records of St. Johns County, Florida.

Cox, Charles G. – 3689 LWT
PID: 136803-1105
Legal Description
Parcel 1:
Lot 110-A, PRAIRIE CREEK III SUBDIVISION, as per plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of Saint Johns County, Florida.

Parcel 2:
A portion of Lot 70, OAKBROOK, as per plat thereof recorded in Map Book 25, Pages 45 through 57, inclusive, of the public records of Saint Johns County, Florida, more particularly described as follows: For a POINT OF BEGINNING use the Southwest corner of Lot 70, Oakbrook; thence run North 79 degrees 02 minutes 44 seconds East 15.72 feet; thence run North 88 degrees 34 minutes 50 seconds East 25.08 feet; thence run South 76 degrees 22 minutes 37 seconds East 43.76 feet; thence run South 81 degrees 24 minutes 43 seconds East, 55.86 feet; thence run North 74 degrees 14 minutes 29 seconds East 63.57 feet; thence run North 80 degrees 35 minutes 02 seconds East 63.74 feet; thence run South 56 degrees 05 minutes 27 seconds East

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54.78 feet; thence run South 65 degrees 31 minutes 01 seconds East 46.13 feet; thence run North 78 degrees 44 minutes 58 seconds East, 57.98 feet; thence run North 00 degrees 58 minutes 08 seconds West, 54.62 feet; thence run North 03 degrees 34 minutes 07 seconds East 84.37 feet; thence run North 33 degrees 09 minutes 25 seconds East 21.51 feet; thence run North 12 degrees 37 minutes 32 seconds West, 44.03 feet; thence run North 46 degrees 31 minutes 32 seconds West, 34.16 feet; thence run North 43 degrees 00 minutes 19 seconds West 50.72 feet; thence run North 08 degrees 45 minutes 30 seconds West 65.79 feet; thence run North 02 degrees 28 minutes 40 seconds West 23.89 feet; thence run North 86 degrees 05 minutes 42 seconds West 144.17 feet; thence run South 14 degrees 12 minutes 16 seconds East 290.00 feet; thence run South 79 degrees 02 minutes 44 seconds West 275.00 feet to the POINT OF BEGINNING.

TOGETHER WITH an exclusive easement for ingress, egress and installation of utilities over and across the following described portion of the remainder of said Lot 70, OAKBROOK; for a POINT OF BEGINNING use the Northwest corner of Lot 70, OAKBROOK; thence run along a curve to the left, said curve having for its elements a central angle of 13 degrees 54 minutes 31 seconds, a radius of 50.00 feet for a distance of 12.14 feet to a point on said curve; thence run South 20 degrees 23 minutes 27 seconds West 364.36 feet; thence run North 86 degrees 05 minutes 42 seconds West 144.17 feet to the Northeast corner of Lot 110-A, PRAIRIE CREEK III, as per plat thereof recorded in Map Book 13, Pages 92 through 95, inclusive, of the public records of Saint Johns County, Florida; thence run North 20 degrees 23 minutes 27 seconds East 347.60 feet to the POINT OF BEGINNING.

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 734963.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of March, 2015

Ken Detzner
Secretary of State

CR2EO22 (1-11)

CHARTER

OF

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.
(A Non-Profit Corporation)

CERTIFICATE OF INCORPORATION

FIRST: The name of the Corporation is: "MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.", (hereinafter referred to as the "Corporation").

SECOND: Said Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, 1969.

THIRD: The street address of the initial registered office of this Corporation is Number One Realty of St. Augustine Office Building, U. S. Highway #1 South, St. Augustine, Florida, and the name of the initial registered agent of this Corporation at that address is Terry W. Facetti.

FOURTH:

(a) The purposes and objects and powers for which this Corporation is organized are to promote the health, safety and welfare of its Class A members, being the property owners of that area known and described as Prairie Creek, St. Johns County, Florida, and more particularly described from time to time in plats of various units of said subdivision, recorded, or intended to be recorded in the future by Maiden Partnership, Ltd., a limited partnership doing business in the State of Florida, or its successors or assigns, in the Public Records of St. Johns County, Florida (hereinafter referred to as the "Plats").