

By and Return To:  
Douglas N. Burnett, Esq.  
St. Johns Law Group  
104 Sea Grove Main Street  
St. Augustine, Florida 32080  
Folio No.: 135810-0020

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**MOULTRIE WOODS SINGLE FAMILY SUBDIVISION**

THIS DECLARATION, made this 27 day of March, 2017, by The Avail Group, LLC, a Florida limited liability company, 2200 Autumn Cove Circle, Fleming Island, Florida 32003, hereinafter referred to as "**Declarant**."

WITNESSETH:

WHEREAS, Declarant is the owner of Moultrie Woods Single Family Subdivision, a/k/a Moultrie Woods II, a subdivision as evidenced by Ordinance No. 2015-64 and the plat thereof recorded in **Map Book 84, at Page 24-25**, of the Public Records of St. Johns County, Florida, attached hereto as **Exhibit "A"** and having the legal description attached hereto as **Exhibit "B"**.

WHEREAS, Declarant desires to subject said real property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the real property depicted on the Plat of Moultrie Woods Single Family Subdivision recorded in **Map Book 84, at Page 24-25**, of the Public Records of St. Johns County, Florida (the "Plat"), shall be held, sold and conveyed subject to the following reservations, easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

Definitions

1. "**Association**" shall mean and refer to Moultrie Woods Single Family Subdivision Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2. "**Common Property**" shall mean the real property whether owned by the Declarant or the Association that is dedicated on the Plat of Moultrie Woods Single Family Subdivision for the common use and enjoyment of the Owners. The Common Property shall include all street rights-of-way, all easements for drainage and drainage retention, and all utility easements, all as described and shown on the Plat of Moultrie Woods Single Family Subdivision, as well as all drainage and utility structures, distribution lines and facilities located within said easements. Additional real property or interests therein may be dedicated for the common use of the Owners or conveyed by Declarant to the Association as Common Property, from time to

time, by deed from Declarant to the Association or by amendment to this Declaration pursuant to Article IX, hereof and upon such Amendment or deed being recorded such property shall become Common Property subject to all of the conditions, limitations and provisions hereof.

3. **“Declarant”** shall mean and refer to The Avail Group, LLC, a Florida limited liability company, and any successor or assign to whom Declarant shall specifically transfer or assign all or a portion of its rights under this Declaration. The conveyance of lots, units or tracts in Moultrie Woods Single Family Subdivision by Declarant, absent specific transfer or assignment of Declarant’s rights under this Declaration, shall not be deemed to convey, transfer or assign such rights.

4. **“Institutional Lender”** means a financial institution or other business entity authorized and routinely engaged in business as a lender in residential and/or commercial mortgage loan transactions.

5. **“Lot”** shall mean and refer to the parcels shown on the recorded Plat of Moultrie Woods Single Family Subdivision and identified as **Lots 1 through 17**.

6. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and, as respects the restrictions, limitations and obligations of Article VI, the enforcement provisions of Article VIII, and the right of the Association contained in Article II, to suspend use of the Common Property, shall also mean and refer to any tenant, business invitee or guest of an Owner or occupant of an Owner’s property. For purposes of Article III, when more than one person or entity are co-owners of a Lot, each shall be a Member of the Association, but the single vote for such Lot shall be exercised by a natural person designated in the manner provided in the Association’s By-Laws.

7. **“Surface Water or Stormwater Management System”** shall mean a system which is designated and constructed or implemented within Moultrie Woods Single Family Subdivision to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Storm Water Management System shall be deemed to be a part of the Common Property and include the related permit.

8. **“Moultrie Woods Homeowner’s Association, Inc.”** shall refer to the entity responsible for the operation and maintenance of the Common Area of Moultrie Woods pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions for Moultrie Woods dated September 5, 1986, and recorded in Official Records 720, page 681; and re-recorded in Official Records 782, page 1154; as amended by amendment recorded in Official Records 782, page 1194; re-recorded in Official Records 786, page 1943; and as amended by amendment recorded in Official Records 2893, page 70 all of the public records of St. Johns County, Florida (also known as the **“Moultrie Woods Multifamily”**).

9. "Moultrie Woods Single Family Subdivision Homeowners' Association, Inc." shall mean the Association responsible for this Declaration of Covenants, Conditions and Restrictions.

ARTICLE II

Owner's Rights in Common Property

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) The right of the Association to promulgate reasonable rules and regulations respecting use and enjoyment of the Common Property or any portions thereof in accordance with the provisions of the Association's By-Laws.
- (B) The right of the Association to charge reasonable fees for the use of any Common Property facility now or hereafter situated or constructed upon the Common Property, other than the roads;
- (C) The right of the Association to suspend the right to use of the Common Property, other than the roads, by an Owner for any period during which any assessment against that Owner's Lot, remains unpaid, and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.
- (D) The right of the Association to grant easements upon, across, over and under the Common Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to electric, water, sewer, gas, cable television and telephone utilities.
- (E) The right of the Association to dedicate or transfer all or any portion of the Common Property to any public agency, authority or utility for such purpose and subject to such condition as may be agreed to by the Association, but provided that no such dedication or transfer shall be effective unless made in accordance with the provisions of the Association's By-Laws respecting the same. The right of the Association to dedicate or transfer all or portions of the Common Property granted in this paragraph (E) shall be in addition to and shall not constitute a limitation upon the right to grant easements on, over, under or across the Common Property provided in Paragraph (D), above.
- (F) The right of the Association, after transfer of control of the Association to the Owners other than Declarant, to borrow money for the purpose of improving the Common Property, or any portion thereof, or construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan, a mortgage upon all or any portion of the Common Property; provided, however, that the lien and encumbrance of any such mortgage

given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any mortgage, irrespective of when executed, given by Declarant or Owner encumbering any Lot.

2. Delegation of Right to Use. Any Owner may delegate his or her right of enjoyment of the Common Property and facilities to the members of his or her family, tenants, social and business invitees and contract purchasers in possession, subject to such conditions, limitations and restrictions respecting the manner and extent of delegation of an Owner's right of enjoyment to the Common Property as may be contained in the Association's published Rules and Regulations respecting the same.

### ARTICLE III

#### Association Membership and Voting Rights

1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the fee simple ownership of a Lot in Moultrie Woods Single Family Subdivision.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant while the Class B membership exists. Class A member shall be entitled to one (1) vote for each Lot owned, which may be casted by such member after Turnover (as hereinafter defined). When more than one person or any entity which is not a natural person holds an interest in a Lot, all such persons shall be members but the vote for such Lot shall be exercised by one of their number designated in the manner provided in the Association's By-Laws and in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

a. Three (3) months after ninety percent (90%) of the Lots in Moultrie Woods Single Family Subdivision have been conveyed to Class A members.

b. Such earlier date as Declarant, in its sole discretion, may determine in writing.

After Turnover, the Class A members may vote on all matters properly brought before the Association and elect the majority of the members of the Board of Directors. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be

**Class A members and Declarant shall remain vested with the voting rights of any such Lot unless said right is otherwise conveyed in writing by Declarant.**

ARTICLE IV

Covenant for Common Property Improvement and Maintenance and for Assessments

1. Creation of the Obligation for Assessments. The Declarant for each Lot owned in Moultrie Woods Single Family Subdivision hereby covenants, and each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) the Annual Assessments and any Special Assessments levied in accordance with the provisions of this Declaration and/or the Association's By-Laws, and (b) Specific Assessments against any particular Lot which are established pursuant to the terms of Article VIII of this Declaration. All such assessments together with interest, costs of collection, including reasonable attorney's fees and court costs at the trial level and on appeal, will be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

2. Purpose of Assessments. Except as provided in paragraph 3 of this Article, the annual and any special assessments levied by the Association shall be used exclusively for the acquisition, improvement, maintenance and operation of the Common Property, including the Surface Water or Stormwater Management System, and for purposes incidental thereto, including the cost of ad valorem taxes and insurance for the Common Property, and management and professional services. The maintenance responsibilities of the Association, payable through assessment of the Owners, shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within Moultrie Woods Single Family Subdivision, and all other such improvements constituting a part of the Surface Water or Stormwater Management System permitted by the **St. Johns River Water Management District (SJRWMD) under Permit No. 76697-2 (the "Surface Water Permit")** including operation, sampling, testing and maintenance of monitoring wells, if any, as required by the Surface Water Permit.

3. Water and Sewer Services. Water and sewer utilities provided to the Lots will be furnished by St. Johns County Utility Department, or a successor public utility provider. The Lots will not be separately metered for water and sewer usage or invoiced by the utility provider. The Association will be invoiced for water and sewer usage by the Association through a single master meter, which will include water and sewer usage by the Lots. All fees and expenses charged by the utility provider for the provision of water and sewer utilities will be included as an operating expense in the operating budget of the Association and allocated equally among the Lots in the annual assessment.

4. Special Assessments. The Association, through its Board of Directors, may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles of Incorporation, or the Bylaws of the Association. Any funds collected pursuant to a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors of the Association at the time such special assessment is levied.

5. Uniform Rate. All annual and special assessments shall be established at a uniform rate per Lot.

6. Computation of Assessments and Determination of Date for Payment Thereof. The amount of the annual assessments and of any special assessments levied upon each Lot and the dates at which the same are to be paid shall be determined as provided in the Association's By-Laws. The Association shall determine and collect, as an element of its annual budget, an amount to be allocated for the repair and maintenance of the Shared Facilities, as defined in Article XII, including, if deemed appropriate by the Association, a reserve for the replacement of the Shared Facilities. The share of each Lot for this element of the Association's annual budget shall be as stated in Article XII. In addition, the share of each Lot regarding any Special Assessment levied with respect to the Shared Facilities, shall be as stated in Article XII.

7. Effect of nonpayment of Assessments; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot against which such assessment was made. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Property or abandonment of his Lot.

8. Lien for Assessments; Attachment and Priority. The Association shall have a lien on each Lot for any unpaid Annual Assessments and Special Assessments and interest thereon against the Owner of the Lot, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Annual Assessments and/or Special Assessments or the enforcement of such lien, together with all sums advanced or paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances that may be required to be advanced by the Association to preserve or protect its lien. Except as to first mortgages of record, the lien is effective from and shall relate back to the recording of the Declaration. With respect to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records of the County. To be valid a claim of lien shall state the description of the parcel, the name of the record owner thereof, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer of the Association or by an authorized agent of the Association, and recorded in the Public Records of the County. The lien shall be effective as provided in Section 720.3085 (or any similar successor statute), Florida Statutes. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. On full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for Annual Assessments

and/or Special Assessments may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. If, after any such foreclosure by the Association, the former Owner or anyone claiming through him shall remain in possession of the Lot, he shall be required to pay a reasonable rental for the Lot. With respect to any Lot that is rented, and for which there are delinquent and unpaid assessments, the Association shall be entitled as a matter of law to the appointment of a receiver to collect the rents and apply the rents against such delinquency. The Association may also bring an action to recover a money judgment for unpaid Annual Assessments and/or Special Assessments without waiving the lien securing the same. The Board of Directors may settle or compromise any personal action or any action to enforce or foreclose a lien as it may deem in the best interest of the Association. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose its lien for Annual Assessments, Special Assessments, or both, and any interest thereon, and to apply as a cash credit against its bid all sums due, as provided herein, and covered by the lien enforced. Notwithstanding anything to the contrary herein, the liability of a first mortgagee, or its successor or assigns, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for unpaid Assessments that became due before the mortgagee's acquisition of title, shall be limited as is provided in Section 720.3085, Florida Statutes, as the statute shall read at the time the mortgagee's acquires title to the Lot.

9. Limitation Upon Assessments. Notwithstanding the provisions herein above and the provisions of the Association's By-Laws respecting Annual Assessments, Special Assessments and the determination of the amounts thereof, Declarant specifically covenants and agrees and each Owner of any Lot, by acceptance of the deed therefor is deemed to have covenanted and agreed with the Declarant that:

- (a) The aggregate amount of the annual and special assessments for the calendar year 2017 levied upon any Lot owned by the Owner shall not exceed **\$2,040.00 (\$170.00 per month)**. During calendar year 2017, Declarant shall be obligated to pay the amount by which the Association's expenses incurred during said year exceed the amount receivable by the Association from annual or special assessments from the Owners other than Declarant, and any other Association income.
- (b) A part of the annual and special assessments in subparagraph (a) immediately preceding includes an amount per unit assessed for utilities, including lift station reserve, and the pool recreation area, which amount is set at **\$1,080.00 (\$90.00 per month)** per unit and which rate shall not be higher than the unit rate charged for each unit within Moultrie Woods Multifamily Property.
- (c) **Unless Declarant elects to pay the Annual and Special Assessments levied with respect to Lots owned by Declarant in the same manner as other Owners, Declarant shall be excused from paying any Annual or Special Assessments levied for any calendar year during which Declarant maintains Class B membership as to the Lots owned by Declarant, but shall be**

obligated to pay during each such year the amount by which the Association's expenses incurred during such year exceed the amount receivable by the Association from annual or special assessments, from the Owners other than Declarant and any other Association income. The obligation of Declarant hereunder shall be enforceable in the same manner as herein provided for enforcement of the obligations of annual and special assessments.

- (d) No Mortgagee, nor any successors or assigns of such Mortgagee, succeeding to Declarant's rights and obligations hereunder by reason of the foreclosure of a mortgage or deed in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken the covenants and obligations of Declarant to (1) limit the amount or term of the annual or special assessment or (2) pay the difference between the actual expenses and the assessment assessed against Lots during the periods set forth above in subsections (a) and (b). Notwithstanding the foregoing, a Mortgagee succeeding to Declarant's rights hereunder by reason of the foreclosure of a mortgage or deed in lieu of such foreclosure (or any successor or assigns of such Mortgagee) shall have the right, but not the obligation, to undertake such covenants and obligations arising from and after the date on which such Mortgagee or its successor or assigns acquires title to Declarant's property subject to this Declaration by foreclosure or deed in lieu of foreclosure.

## ARTICLE V

### Covenants for Continued Maintenance of Roads, Sewer and Water Utilities and Surface Water or Stormwater Management System in Moultrie Woods Single Family Subdivision

1. Repair and Maintenance of Roads. The streets shown on the Plat are a portion of the Common Property required to be repaired and maintained by the Association. The Declarant for each Lot in Moultrie Woods Single Family Subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said streets by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in said Article IV.

2. Repair and Maintenance of Water and Sewer Supply System. The water and sewer supply system within Moultrie Woods Single Family Subdivision is a portion of the Common Property required to be repaired and maintained by the Association. The Declarant for each Lot in Moultrie Woods Single Family Subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said water and sewer supply system by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in said Article IV.

3. Repair and Maintenance of Surface Water or Stormwater Management System. The Surface Water or Stormwater Management System within Moultrie Woods Single Family Subdivision is a portion of the Common Property required to be repaired and maintained by the Association. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas, upland buffers and littoral zones located within, adjacent, or in near proximity to Moultrie Woods Single Family Subdivision, in accordance with all permit requirements issued by any applicable governmental entity and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by any applicable governmental entity, including without limitation the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. The Declarant for each Lot in Moultrie Woods Single Family Subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said Surface Water or Stormwater Management System by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in said Article IV.

4. Moultrie Woods Multifamily. Each Lot Owner is entitled to use the common access areas and recreation facilities (consisting of the pool, clubhouse and the open recreation field area) and be served by the water and sewer utilities within the Moultrie Woods Multifamily. In exchange, the Declarant for each Lot in Moultrie Woods Single Family Subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to proportionately contribute to the maintenance of the lift station, utility water and sewer usage fees and the recreation facilities (consisting of the pool, clubhouse and the open recreation field area) by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in said Article IV.

## ARTICLE VI

### Development and Use Restrictions and Obligations

1. No structure shall be constructed or erected on any Lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height, including an attached garage. The garage shall be a minimum of a two-car garage.

2. No residence shall be constructed or maintained upon any Lot which shall have a smaller heated and cooled living floor area (exclusive of garages, screened porches, patios and the like) less than 1,400 square feet.

3. Every structure placed on any Lot shall be constructed from material and of a design which has been approved in writing by the Moultrie Woods Single Family Subdivision

Architectural Review Committee ("ARC"). All improvements on any Lot shall be subject to written approval of the ARC.

4. No lot shall be replatted unless done so by the Declarant.
5. No window air-conditioning unit may be installed in any structure
6. All Lots shall be sodded with grass from the structure to the paved street in the front and from the structure to the Lot line on the sides and rear of the Lot, driveways and walkways excluded unless the ARC approves otherwise in writing.
7. Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street.
8. No structure placed on any Lot, shall exceed thirty-five (35) feet in height measured as described in the St. Johns County Land Development Code.
9. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done within Moultrie Woods Single Family Subdivision which may be or become an annoyance or nuisance to the neighborhood or endanger its residents or visitors.
10. No trailer, tent, shack, garage 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 on any Lot within Moultrie Woods Single Family Subdivision.
11. No sign of any kind shall be displayed on any Lot, except one plate bearing the owner's name and number of residence, one "for sale" sign, and up to two signs advertising that the premises are protected by a security system. Specifications and approval as to the size, location, design, and type of material of each such residence plate, "for sale" sign, and security sign shall be at the sole discretion of the Moultrie Woods Single Family Subdivision Architectural Review Committee.
12. 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.
13. 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.
14. 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 Moultrie Woods Single Family Subdivision Architectural Review Committee.

15. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way within Moultrie Woods Single Family Subdivision.

16. No wheeled vehicles of any kind, may be parked on a Lot unless the same are completely inside a garage, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot, 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. Boats may be kept on a Lot if completely screened by a fence or completely inside a garage.

17. No unregistered or uninsured motorized vehicles of any kind, with the exception of golf carts operated by a licensed driver and equipment necessary to maintain property, such as riding lawnmowers, may be operated on any street or right-of-way in Moultrie Woods Single Family Subdivision.

18. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner so that it is not visible from any street, and it is not attached to the main residence.

19. No antenna, TV dish, or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any residence or accessory building unless it has been approved in writing by the Moultrie Woods Single Family Subdivision Architectural Review Committee ("ARC").

20. No property Owner may cut a tree with a diameter in excess of six (6) inches, measured four (4) feet above the surface of the ground, without the prior approval of the Moultrie Woods Single Family Subdivision Architectural Review Committee, except dead or other dangerous trees which pose an eminent threat to life or property.

21. No mailbox, newspaper box or similar holder shall be permitted on any Lot unless the design, size and location has been approved by the Declarant and/or the Association.

22. No lawn, fence, hedge, tree or landscaping feature of any of said Lots shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association or the Moultrie Woods Single Family Subdivision Architectural Review Committee, its duly authorized agent, 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 therefore 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 with thirty (30) days after a bill therefore is deposited in the mail addressed to the last known address of the Owner or to the lessee of the Lot at the

address of the residence on the 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 and/or assessments as set forth in Article IV hereof. The Association and/or the Moultrie Woods Single Family Subdivision Architectural Review Committee 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.

23. 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, temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Moultrie Woods Single Family Subdivision.

24. No construction, including clearing, dredging or filling, except that authorized by **St. Johns River Water Management District ("SJRWMD") permit No. 76697-2** or any subsequent permit issued by the SJRWMD, shall occur within any jurisdictional wetland lines shown on the Plat of Moultrie Woods Single Family Subdivision. The facilities constructed in accordance with said permit shall constitute the "Stormwater Management System".

25. All Lots shall be connected to the water and sewer supply lines maintained by the Association, which are currently available to the Lots. No septic tanks or drain fields are permitted on any Lot. Water wells may be installed on a Lot, provided the well is not located within any easement located on the Lot, and the water from the well is used only for yard irrigation, swimming pools, washing vehicles, and like matters, and the water is not plumbed to fixtures within the residence and/or any accessory structure.

26. No fence and/or wall located in the front yard of any Lot (the area between the property line of the street and the front of the residence, extended to the side lines of the lot by the continuance of a line from and parallel to the front of the residence) shall exceed a maximum height of four (4) feet. With respect to any corner lot (a lot adjacent to two streets), no fence and/or wall located in the side yard adjacent to the street (the area between the property line of the street and the side of the residence, extended to the front line and the rear line of the lot by the continuance of a line from and parallel to the side of the residence) shall exceed a maximum height of four (4) feet. No fence and/or wall located on any other portion of a Lot shall exceed a maximum height of six (6) feet. No wire or chain link fence shall be permitted on any Lot. No fence may be erected unless it has been approved in writing by the Moultrie Woods Single Family Subdivision Architectural Review Committee ("ARC"). Initial fencing will be installed by the Declarant and all subsequent fencing, whether new, repair or replacement, shall be in the same style and design as the originally installed fencing. Fencing as originally installed by the Declarant shall be repaired or replaced as necessary to maintain the fence. The intent being that the fencing will forever be uniformed throughout the Moultrie Woods Single Family Subdivision.

27. 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 the Lot by the Declarant.

28. Lighting within Moultrie Woods Single Family Subdivision shall conform to the requirements of the LDC, regulations of the Florida Department of Environmental Protection, and as approved by St. Johns County through the development review process. Lighting within Moultrie Woods Single Family Subdivision will be designed to minimize impacts to adjacent developments. Street lights shall not exceed a maximum height of fourteen (14.0) feet and shall be directed downward. Exterior light fixtures located within Moultrie Woods Single Family Subdivision, including those located on any Lot that are placed within five (5.0) feet of the ten (10.0) foot natural buffer shown on the plat of Moultrie Woods Single Family Subdivision, shall not exceed a maximum height of four (4.0) feet. The exterior of all structures within Moultrie Woods Single Family Subdivision, including, without limitation, residences and accessory buildings, may be illuminated only from fixtures mounted at ground level.

## ARTICLE VII

### Architectural Reviews

1. No change in the topography of any Lot nor the removal or destruction of any existing tree six inches in diameter measured four feet from the ground, nor the construction of any building, fence, wall or other structure of any kind, nor the installation of any utility or other service shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until a Site Plan for such Lot showing all proposed changes in topography and vegetation (including any proposed landscaping) and detailed plans and specification showing the nature, kind, shape, height, materials, external colors and location of any building, fence, wall, or other structure shall have been submitted to and approved in writing by the Moultrie Woods Single Family Subdivision Architectural Review Committee, its successors and assigns and a copy of such plans as finally approved are deposited for permanent record with the Committee.

- (A) The Moultrie Woods Single Family Subdivision Architectural Review Committee shall consist, initially, of: **Eli Rozier, Robert Sherno, and a person to be selected by the Moultrie Woods Multifamily.** Future members of the ARC shall be appointed as follows: two (2) members appointed by the Board of Directors of the Association and one (1) member appointed by the Board of Directors of the Moultrie Woods Multifamily. Communications to the Committee shall be addressed to c/o Moultrie Woods Single Family ARC, 2200 Autumn Cove Circle, Fleming Island, Florida 32003, or such other address as the Committee shall, from time to time, specify. The Board of Directors of the Association shall have the right at any time and from time to time to remove any member or to designate additional or successor members, provided that any change in the membership of the Committee shall be effective only upon executing and recording of a notice evidencing such change, setting forth the

names of all persons who are members of the Committee on and after the effective date of such notice and executed and acknowledged by the President of the Association. The Committee shall, in no instance, be comprised of less than two persons, neither of whom shall be required to own property in Moultrie Woods Single Family Subdivision. The requirement of written approval by the Committee shall be conclusively deemed satisfied by letter or other written instrument (other than a deed) specifically reflecting such approval executed and acknowledged by one or more of the members of record of the Committee as of the date of acknowledgment. The death, resignation, or incompetence of any member of the Committee shall terminate membership on the Committee and rights and authority vested in the Committee shall be exercised by the remaining member or members thereof until such time as a successor is appointed in accordance with the provisions of this paragraph.

- (B) The owner of any Lot desiring to alter the existing topography thereof, the existing vegetation thereon or to erect, place, construct or alter a building or structure thereon shall submit detailed plans and specifications reflecting such proposed alteration in topography, vegetation or structure which must include:
- (1) A landscaping site plan which shall include detailed plans of frontage, sides, pools and any additional structures.
  - (2) Foundation plan, floor plan, and exterior elevations of all structures (including the dimensions thereof) as they will actually appear after all topographic changes and landscaping is done from finished ground up.
  - (3) The description of the exterior color schemes and materials to be employed in all structures.
  - (4) An estimate of the costs of such alteration or construction, the date the Owner intends to commence such work and the date such work is projected to be completed.

Such plans and specifications shall be submitted in writing for approval over the signature of the Owner of the Lot or his duly authorized agent (with written evidence of such authority).

- (C) Committee approval of such plans and specifications may be withheld not only because of their noncompliance with any specific restriction contained in this Declaration but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the building site, the engineering, color scheme, finished design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or addition or remodeling, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, an apparent unrealistic anticipation of costs or excessive period of construction, or because of the Committee's reasonable dissatisfaction with any or all other matters or things which, in the judgment of the Committee, would

render the proposed changes in topography, vegetation or structure inharmonious or aesthetically inconsistent with the general plan of improvement of Moultrie Woods Single Family Subdivision or with the structures erected on other Lots or tracts in the immediate vicinity of the Lot on which such improvement is proposed to be made.

- (D) Written approval by the Committee shall be valid for a period of one year and all construction so approved must be completed within one year. Any construction not completed within one year of approval (or such greater period of time approved in advance of the expiration of the one year completion requirement) must be resubmitted to the Committee.
- (E) The approval of the Committee for use of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of such 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 and approval of the Committee of any plans, specifications or particular methods of construction shall not constitute a warranty by the Committee that such conforms to any governmental requirements or codes for such construction.
- (F) If, after plans and specifications have been approved, there is any change in topography or vegetation or any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon a Lot otherwise than 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 and shall constitute a breach thereof.
- (G) If after commencement of any approved change in topography or vegetation or approved construction or alteration of any building, fence or other structure, such work is abandoned for a period of thirty consecutive (30) days or is not prosecuted in a manner consistent with completion within the time estimated and approved for completion, then such abandonment or failure of diligent prosecution shall be deemed a violation and breach of the requirements of this Article VII.
- (H) Any member of the Moultrie Woods Single Family Subdivision Architectural Review Committee may from time to time at any reasonable hour or hours, enter and inspect any improvements underway on any Lot as to compliance with the provisions hereof and such entry shall not thereby be deemed in any manner a trespass.
- (I) If, within thirty (30) days following submission of all plans, specifications, materials and information required herein (such period to commence only upon submission of all required information), the Committee fails to take official action with respect to approval or disapproval of any plans and specifications submitted

in conformity with the requirements hereof and receipted for in writing, then such approval will not be required, provided that the improvements shown by such plan and specifications are not in violation of any specific restrictions contained in this Declaration and entail no variance permitted to be made by the Committee under this Declaration.

- (J) The requirements for Architectural approval contained in this Article VII are in addition to, and not in lieu of any governmental rules, regulations or codes governing such development or construction.

## ARTICLE VIII

### Enforcement

1. In the event any Owner violates or breaches any of the requirements, restrictions, conditions or limitations contained in Articles VI and VII of this Declaration or any rules or regulations promulgated under authority of this Declaration by the Association, the Association shall have the right, but not the obligation, to (a) suspend the right to use of the Common Property, other than the roads, by that Owner during the period such violation or breach continues, (b) proceed at law or in equity to enjoin further violation or breach and to compel compliance with the requirements of such Articles or rules and regulations or (c) to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, if, after ten days written notice of such violation to the Owner, it shall not have been corrected. Each of the rights herein granted the Association shall be cumulative. Failure of the Association to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach, or as to any other breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

2. The authority to abate or remove an existing violation shall include, with respect to a violation of an Owner's representation and covenant to complete improvements within specified time, the right to remove or to complete improvements undertaken by not diligently prosecuted by the Owner.

3. If any Owner of a Lot believes such a violation or breach by any other Owner or agent of such Owner exists and desires to secure an abatement of such violation or breach, such Owner shall first notify the Association to exercise the rights of enforcement herein above granted. Should the Association fail or specifically decline to do so within thirty (30) days after receipt of such notice, such Owner, individually, or jointly and severally with other Owners of Lots, shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance by the offending Owner.

4. If the Association elects to enter upon a Lot where a violation or breach of any of the restrictions exists and to summarily abate or remove the same, the entire actual cost to the Association of such action plus fifty (50%) percent of such actual cost shall be payable by the Owner of such Lot to the Association upon demand and shall constitute a Specific Assessment enforceable in accordance with the provisions of Article IV of this Declaration.

5. All costs and expenses, including reasonable attorney's fees, incurred by the Association or a Owner or Owners who elect to proceed at law or in equity to remedy or abate a violation of the provisions of Articles VI or VII or the rules and regulations promulgated under authority of this Declaration shall be borne by the owner adjudged in violation thereof; provided, however, that neither an institutional mortgagee that acquires a Lot by foreclosure or deed in lieu of foreclosure, nor the purchaser at a judicial, clerk or tax sale, shall become liable for costs, expenses or attorney's fees incurred by the Association or any individual Owner or Owners in any action to abate or remedy a violation existing prior to its acquisition of the Lot.

## ARTICLE IX

### Amendments

1. Amendment by Declarant. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves unto itself, its successors and assigns for so long as Declarant is the Owner of any Lot, the absolute and unconditional right to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a mortgage on any portion of the Property; (ii) to conform to the requirements of any title insurance company issuing a policy insuring title to any portion of the Property; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over any portion of the Property; or (iv) in such other manner as Declarant may deem necessary or convenient.

2. Amendment by the Association. This Declaration may not be amended by the Association until after Turnover. Following Turnover, this Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of two-thirds (2/3rds) of the Class A members or upon the affirmative vote of two-thirds (2/3rds) of the Class A members in person or by proxy at a regular Association meeting or a special meeting called for that purpose, at which there is a quorum, which amendment shall become effective upon its filing in the public records of St. Johns County, Florida.

3. Mortgagee's Rights Preserved. No amendment to this Declaration shall affect the rights of the holder of any mortgage lien of record prior to such amendment without such Mortgagee's express written consent thereto. To the extent an amendment purports to affect such lien or the holder's rights in respect thereto, it shall be void and of no force and effect.

4. Declarant's Rights Preserved. So long as Declarant owns any portion of the Property, no amendment to this Declaration which modifies or purports to modify or affect in any way the rights, duties and/or obligations of Declarant granted or reserved hereunder shall be valid without the express written joinder of Declarant. To the extent an amendment purports to affect such rights, duties and/or obligations it shall be void and of no force and effect absent such express joinder in the Amendment by Declarant.

5. Amendment of Article XII. Article XII may not be amended by the Association without the written approval of the condominium or homeowners' association or associations formed or to be formed to manage the condominium or condominiums developed or to be

developed on the "Adjoining Land" and/or the "Neighboring Land" as defined in Article XII. Any such approval shall be evidenced by a recordable instrument executed by the condominium or homeowners' association or associations, which shall be recorded in the public records of St. Johns County, Florida. Any amendment of Article XII shall be void and of no force and effect absent such recorded approval.

6. St. Johns River Water Management District. Any amendment of this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water managements portion of the Common Property, must have the prior written approval of the SJRWMD, which approval must be recorded in the public records of St. Johns County. To the extent an amendment purports to alter any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, without the prior written approval of the SJRWMD, it shall be void and of no force and effect absent such recorded approval.

## ARTICLE X

### Rights of Declarant

1. Reservation of Rights for Development and Sale. Notwithstanding any provisions to the contrary contained in this Declaration, the Association's By-Laws or any Rules and Regulations published by the Association pursuant to the authority contained herein and in the Association's By-Laws, it shall be expressly permissible for the Declarant and for any public utility, private utility service company or residential construction contractor authorized by Declarant, to maintain and carry on upon such portion of the Common Property or Lot owned by Declarant, as the Declarant may deem necessary, such facilities and activities as may be reasonably required, convenient or incidental to the development and sale of the Lots, including, not without limitation, business offices, material storage sites, signs and sales offices.

2. Reservation of Easements. There is hereby specifically reserved to Declarant an easement for ingress, egress and use of the Common Property for the purposes herein expressed, which easement and right shall continue to exist in Declarant so long as Declarant is the owner of any Lot in Moultrie Woods Single Family Subdivision.

3. Declarant's Assignment Rights. Declarant shall have the right at any time to assign any rights it may have under this Declaration to such other person or entity in its sole and absolute discretion, including, without limitation, upon the sale or conveyance of and Lot or Tract for development by a person or entity other than Declarant. No such assignment shall require the consent of any Owner or of the Association and, in the event of any such assignment, the Assignee shall assume all obligations of Declarant so assigned and Declarant, its officers, directors and members shall thereupon be relieved of any and all obligation or liability with respect thereto.

ARTICLE XI  
Intentionally Omitted.

ARTICLE XII  
Intentionally Omitted.

ARTICLE XIII

Rights of the St. Johns River Water Management District

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair to the Surface Water or Stormwater Management System. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment of this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event the Association is dissolved and/or this Declaration is terminated, prior to such dissolution or termination, all responsibilities and obligations of the Association relating to the Surface Water or Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

ARTICLE XIV

Declaration Runs with the Land; Duration; Termination

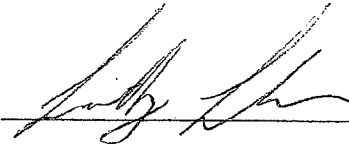
The covenants, reservations, restrictions and other provisions of this Declaration (as it may be amended or supplemented from time to time in accordance with the procedures contained herein) shall run with and bind the Land and shall inure to the benefit of Declarant and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded in the Public Records of St. Johns County, Florida. After such initial term, this Declaration shall automatically be extended for successive periods of ten (10) years each, unless terminated by an instrument signed by all Owners of Lots within Moultrie Woods Single Family Subdivision. The termination shall become effective upon the recording of such instrument in the Public Records of St. Johns County, Florida. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notices of its terms at intervals necessary under Florida law to preserve its effect.

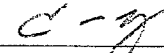
**[SIGNATURES ON FOLLOWING PAGES]**


IN WITNESS WHEREOF, The Avail Group, LLC, has hereunto set its hand and seal the day and year first above written.

Witnesses:

The Avail Group, LLC,  
a Florida limited liability company

  
\_\_\_\_\_

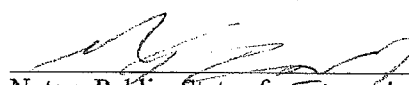
By:   
Print Name: Eli M. Rozier, Jr.  
Its: Manager

  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21 day of March, 2017, by **Eli M. Rozier, Jr.**, the Manager of The Avail Group, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or who has produced a valid driver's license as identification.



  
Notary Public, State of Florida

Name: Megan E Zeigerman

My Commission Expires 6/10/17

My Commission Number is: FF987360





**Exhibit "B"**  
**(Legal Description)**

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH CORNER ON THE WEST END OF CHERRY TREE ROAD, AS SHOWN ON THE PLAT OF ST. AUGUSTINE HEIGHTS, UNIT 3, AS RECORDED IN MAP BOOK 10, PAGE 41 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°37'00" WEST, ALONG THE WESTERLY LINE OF SAID CHERRY TREE ROAD, A DISTANCE OF 31.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°32'42" WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2451, PAGE 1160, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 513.73 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILDWOOD DRIVE (A 66.00 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 00°27'31" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 209.75 FEET; THENCE NORTH 89°32'42" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 99.97 FEET; THENCE NORTH 00°26'19" WEST, A DISTANCE OF 30.25 FEET; THENCE NORTH 89°32'42" EAST, A DISTANCE OF 92.08 FEET; THENCE NORTH 65°12'42" EAST, A DISTANCE OF 36.60 FEET; THENCE NORTH 00°27'18" WEST, A DISTANCE OF 191.00 FEET; THENCE SOUTH 55°30'12" EAST, A DISTANCE OF 59.05 FEET; THENCE SOUTH 34°22'35" WEST, A DISTANCE OF 69.23 FEET; THENCE SOUTH 55°29'54" EAST, A DISTANCE OF 74.19 FEET; THENCE NORTH 34°27'48" EAST, A DISTANCE OF 55.92 FEET; THENCE SOUTH 55°30'12" EAST, A DISTANCE OF 52.32 FEET; THENCE SOUTH 05°05'44" EAST, A DISTANCE OF 39.89 FEET; THENCE NORTH 84°26'25" EAST, A DISTANCE OF 49.98'; THENCE NORTH 49°55'01" EAST, A DISTANCE OF 80.67 FEET; THENCE NORTH 08°49'15" WEST, A DISTANCE OF 34.39 FEET; THENCE NORTH 41°41'32" WEST, A DISTANCE OF 48.79 FEET; THENCE NORTH 34°29'48" EAST, A DISTANCE OF 112.29 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ST. AUGUSTINE HEIGHTS, UNIT 3; THENCE SOUTH 00°37'00" EAST, ALONG SAID WESTERLY BOUNDARY LINE OF SAID ST. AUGUSTINE HEIGHTS, UNIT 3, A DISTANCE OF 507.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 3.50 ACRES MORE OR LESS.