

## MOSES CREEK

UNRECORDED  
RESTRICTIONS

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49+6.50

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12.00

THIS DECLARATION is made as of the date hereinafter set forth, by Old Kings Road, Inc., Alma Nemrava, Mildred M. Suttle, Margaret Rose Hawley, Joan Marie Freeman and Robert L. Suttle, who are the owners of the property described in Exhibit "A" and "B", hereinafter referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, The Declarants and all subsequent OWNERS are hereinafter referred to as OWNERS. The Declarants are the OWNERS of the following described real property, hereinafter referred to as "Parcel(s)", situated lying and being in St. Johns County, Florida. There are twenty-one parcels, as shown in Exhibit "A" and "B", covered by this Declaration.

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

WHEREAS, it is desired by the OWNERS to place restrictions and limitations of record as to each and every parcel hereinafter set forth and to limit the use for which each and every of said parcels is intended to that set forth hereinafter, it is desired by the OWNERS to form Moses Creek OWNERS Association, Inc. to monitor and enforce these restrictions and is hereinafter referred to as "Association".

NOW, THEREFORE, the OWNERS do hereby declare that each and every of the parcels located in the following described real property, situated, lying and being in St. Johns County, Florida, to wit:

AS PER LEGAL ATTACHED HERETO, MARKED EXHIBIT "A" AND "B" AND BY THIS REFERENCE MADE A PART HEREOF.

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 binding on all parties having any rights, 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.

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

MARK

Prepared by Robert L. Suttle, 7100 A1A South, St. Augustine, FL 32086

1. LAND USE: All of the parcels are hereby restricted to use as single family dwelling lots. The subject property shall not be subdivided, or conveyed in tracts of less than shown on exhibit "A" and "B", parcels one through twenty-one, and only one family dwelling unit per parcel shall be permitted on each parcel. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the parcels restricted to residential purposes, nor shall any noxious or offensive activity be carried on upon any to the property; nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, except for a reasonable period during construction.

2. MANUFACTURED HOUSING: In addition to conventionall constructed home, manufactured housing, mobile homes or modular homes, prefabricated homes or homes of log construction may be placed on these parcels. No structures will be permitted on stilts or piers. All living units are hereinafter referred to as "Units".

3. SQUARE FOOTAGE, SETBACKS, MATERIAL: Minimum unit square footage shall be 700 square feet of enclosed heated living area. No fencing used on said parcel shall be made of barbed wire, hog wire, chickenwire or like material. No fencing over four feet shall be used in the front yard of any residence. No fence over six feet in height shall be permitted back of the main structure.

4. EASEMENTS: Easements shown on recorded surveys of individual parcels shall be perpetual in duration and are incorporated herein by reference.

Easements shall be defined as easements for installation, construction, reconstruction, maintenance, repair, operation and inspection of roads, sewer, water, drainage, electric, gas, telephone, cable television or other necessary utilities.

The Declarants, at all times, shall have the right to ingress and egress over the aforesaid easements as shall the Moses Creek Owner's Association.

No structure, planting or other material shall be placed or permitted to remain which may cause inaccessibility for maintenance or utilities within said easements. No fencing shall be permitted within the easements to be used for road and drainage construction. The landscaping and maintenance of the easement area shall be maintained by the OWNER of the property.

5. MAINTENANCE OF EASEMENTS AND RETENTION AREAS.

The retention and easement areas shown on all recorded surveys of the parcels as deeded from the Declarants, and the retention and easement areas on all subsequently recorded surveys of contiguous land that are made subject to this declaration, are subject to this declaration.

All drainage and utility easements shall be maintained by the OWNERS of the lots on which the easements exist.

All public and deeded right of ways for roads, shall be maintained to the road surface by the abutting property OWNERS.

Each property OWNER shall be responsible for maintaining the retention area that abuts his property.

6. MINING: No drilling or mining operation shall be carried on or permitted upon any lot with the exception of drilling for water purposes for consumption and yard maintenance use only.

7. SIGNS: No commercial signs of any nature shall be erected or permitted to remain on any lot which is restricted to residential use herein. One sign not to exceed twenty-four (24) inches square may be used to advertise property for sale or rent. The Declarant may place two (2) four by eight feet signs during the sale of the property, not to exceed five years from date of the recording of these restrictions.

8. NUISANCES: All homes, mobile homes, structures, fences, lawns, ect. shall be maintained in a neat and orderly manner at all times. Unused parked vehicles, refuse piles, debris, trash, scrap metal, indoor furniture, appliances, tires or other unsightly objects will not be permitted. All exterior garbage containers shall be covered and screened from view of adjoining property OWNERS and streets.

9. ANIMALS: No animals, birds or fowl except dogs, cats and pet birds, shall be kept or maintained on any part of the property. Permitted animals are not to exceed a total of four (4), as pets, for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets must be kept under control at all times and the OWNER must license those animals required to be licensed by St. Johns County ordinance. All dog pens and runs are prohibited. No tying of animals to a tree or staking out of animals. Dog houses are not to be over four (4) feet in height and sixteen (16) square feet.

10. CLOTHESLINES: No clotheslines shall be placed where they can be viewed from the street.

11. CORNER LOTS AND LOTS WITH VIEWS OF BACK YARDS: No fences shall be constructed nor shall any recreational vehicle or boat be parked on corner lot or any lot which back or side yard abuts a street except within the building set back lines and screened from the street.

12. SEPTIC TANK DRAINFIELDS: All drainfields must be placed behind the home or mobile home. However, the Association may at its discretion determine a parcel to be a hardship case and waive the

above requirements based on parcel's location, location of drainfield and elevation required.

13. LANDSCAPING: Each residence, prior to occupancy, will have a minimum of five (5) pallets of sod and (20) three gallon plants in the front yard of the structure.

14. TRAILERS: Recreational motor vehicles of any nature shall be kept or stored in the rear of the property.

No boats or canoes, on or off trailers, may be parked on any part of the property except in the rear of the structure. These prohibitions also apply to the common areas. Pickup trucks up to 3/4 ton, may be parked on the property unless such vehicle is unsightly or used as a work vehicle, in which case the vehicle must be stored off the property, kept in the closed garage or kept in the rear yard.

15. CONDITION OF VEHICLES: A vehicle, whether self propelled or not, permitted to remain on any lot shall be kept in a licensed and operable condition. Any vehicle, whether self propelled or not, shall be parked in such a manner that it is not a nuisance, aesthetically or otherwise, to other residents. Vehicles shall not be parked on any road or street. The provisions of this paragraph shall not apply during the time of any construction by the OWNERS or any other builders.

16. AERIALS: Exterior radio and television aerials for receptions of commercial broadcasts shall be permitted on the Property. Satellite Dishes and other aerials are allowable. Said Satellite Dish and other aerials will be placed within the building set back line in the rear yard.

17. All Units placed on the parcels can be no more than five (5) years old as of the date installed. All units must be in good condition and approved by the Association as to condition. Units and all other buildings will be installed in compliance with St. Johns County Codes.

18. Units must be installed with a minimum front set back line of 50' and a minimum side and back line of 10'. All Units will be built or installed parallel to Old Kings Road. Mobile homes must have the tongue and the axles removed. The unit must be skirted with aluminum or material of the same type as the mobile home. Attached structures such as awning, cabana, storage building, carport, windbreak or roofed porch shall be considered part of the unit for purposes of all setback lines.

19. All driveways must have a culvert and be sized by St. John County Code. All improvements required by St. Johns River Water Management District must be maintained.

20. A concrete sidewalk must be constructed from the driveway to the front door. Mobile homes must have a patio or wooden deck which is at least 8' X 12' at the front door.

21. To house the well pump, each parcel will have a minimum 8' X 12' storage building, made of wood and with a concrete floor. The building design and construction must be approved by the Association.

22. Only one unit may be installed per parcel. Only one family may occupy each unit.

23. MOSES CREEK OWNERS ASSOCIATION: "Association" shall mean Moses Creek Owners Association. Every OWNER of a parcel as described in Exhibit "A" and "B" shall be a member of the Association, a Florida non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of said Association. The Association shall have the responsibility to manage, maintain and control the street lights, roads, drainage and enforce the provisions of these restrictions cited in this Declaration. Each OWNER is hereby deemed to covenant by acceptance of his deed, whether or not it should be so expressed in his deed, to pay Association annual assessments and special assessment. Such annual and special assessments shall be used exclusively to promote the health, safety, welfare and recreation of the OWNERS.

24. The annual assessment authorized herein shall commence on a date set by the Association. The Association shall fix the amount of the annual assessment against each parcel at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every OWNER.

25. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the OWNER personally obligated to pay same or may foreclose the lien against the property as provided herein. The Association shall have the right to record Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the parcel described therein. Said Claim of Lien shall state the description of parcel, name of record OWNER thereof, the amount due and the due date thereof. Such Claim of lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No OWNER may waive or escape liability for the assessments provided for herein by abandonment of his parcel.

26. The assessment lien provided for herein shall be subordinate to

the lien of any first mortgage. A sale or transfer of any parcel shall not affect the assessment lien.

27. INSPECTION AND TESTING RIGHTS: Any agent of the Association may at any time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and the Association or any such agent shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

28. WAIVER OF LIABILITY: Neither the Association, Declarant or Agent of the Association thereof shall be responsible in any way for any failure of structures or parcels to comply with requirements of this Declaration, Codes of St. Johns County or other governmental agencies. It is the responsibility of each individual parcel OWNER to know and comply with the requirements of this Declaration, Codes of St. Johns County and any other governmental agencies.

29. AMENDING THE COVENANTS: Notarized proxies or Power of Attorney are permitted to vote for members who are absent and have paid in full all assessments against their parcel(s). The proxies must give the date of the meeting the proxies are to be voted. Proxies must be voted by another parcel OWNER, a blood relative or spouse. Each parcel has one vote. Any provision of this Declaration may be deleted by a vote of a simple majority of the parcel OWNERS who have paid in full all assessments against their parcel(s). To add a provision to this Declaration requires a two-thirds (2/3) vote of the parcel OWNERS who have paid in full all assessments against their parcel(s). In case of a hardship caused by these covenants, any of these covenants may be deleted or altered for a specific parcel by a vote of a simple majority of the parcel OWNERS who have paid in full all assessments against their parcel(s).

30. ENFORCEMENT: In the event of a violation of these covenants, it shall be lawful for any person or persons owning a parcel within the land described, to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same.

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

ENFORCEMENT OF THESE RESTRICTIONS either to restrain the violation or to recover damages, or both shall be by proceedings at law or in equity against person violating or attempting to violate any covenants or restriction. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and

court costs at all levels of the proceedings in addition to any other relief granted.

IN WITNESS WHEREOF, Declarants have executed these Declarations of Covenants, Conditions and Restrictions this 16<sup>th</sup> day of March, 1993.

Signed, Sealed and Delivered in the presence of:

OLD KINGS ROAD, INC.  
A Florida Corporation

Robert L. Suttle  
Robert L. Suttle, President

William E. Whalley  
Witness

Dorothy J. Muggenthaler  
Witness

Angela D. Smith  
Witness

Valerie Dickerson  
Witness

William E. Whalley  
Witness

Dorothy J. Muggenthaler  
Witness

Annelle Guy  
Witness

Alma Nemrava  
Witness

Margaret C. Trust  
Witness

Lecky Dempsy  
Witness

Dorothy J. Muggenthaler  
Witness

~~#~~ William E. Whalley  
Witness

Alma Nemrava  
Alma Nemrava

Mildred M. Suttle  
Mildred M. Suttle

Margaret Rose Hawley  
Margaret Rose Hawley

Joan Marie Freeman  
Joan Marie Freeman

Robert L. Suttle  
Robert L. Suttle

COPY

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9th day of March, 1993, by ROBERT L. SUTTLE, the President of Old Kings Road, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

(SEAL)

Timothy C. Abbott  
Signature of Notary

TIMOTHY C. ABBOTT  
Name of Notary Typed, Printed  
or Stamped  
Commission Number AA 673310

My Commission Expires: May 11, 1993

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 9th day of March, 1993, by Alma Nemrava. She is personally known to me or has produced \_\_\_\_\_ as identification, and did take an oath.

(SEAL)

Dawn C. McGuire  
Signature of Notary

Dawn C. McGuire  
Name of Notary Typed, Printed  
or Stamped  
Commission Number \_\_\_\_\_

My Commission Expires: 12 28 94

Dawn C. McGuire  
Notary Public  
Mecklenburg County  
North Carolina



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17th day of March, 1993, by MILDRED M. SUTTLE. She is personally known to me or has produced Drivers License as identification, and did take an oath.

(SEAL)

Timothy C. Abbott  
Signature of Notary

TIMOTHY C. ABBOTT  
Name of Notary Typed, Printed  
or Stamped  
Commission Number AA 673310

My Commission Expires: May 14 1993

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 9 day of March, 1993, by MARGARET ROSE HAWLEY. She is personally known to me or has produced NC DR. LIC as identification, and did take an oath.

(SEAL)

Gary Barbeau  
Signature of Notary

Gary Barbeau  
Name of Notary Typed, Printed  
or Stamped  
Commission Number       

My Commission Expires: My Commission Expires May 2, 1995

STATE OF SOUTH CAROLINA

COUNTY OF

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 1993, by JOAN MARIE FREEMAN. She is personally known to me or has produced drivers license as identification, and did take an oath.

(SEAL)

Rhonda L Williams  
Signature of Notary

Rhonda L. Williams  
Name of Notary Typed, Printed  
or Stamped  
Commission Number \_\_\_\_\_

My Commission Expires: 1-3-95

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 1993, by ROBERT L. SUTTLE. He is personally known to me or has produced Drivers License as identification, and did take an oath.

(SEAL)

Timothy C Abbott  
Signature of Notary

TIMOTHY C ABBOTT  
Name of Notary Typed, Printed  
or Stamped  
Commission Number AA 673310

My Commission Expires: May 11, 1993

EXHIBIT "A"

DESCRIPTION OF ENTIRE PARCEL.

All that piece or parcel of land being a portion of the lands described in Deed Book 156, Page 177 in the Andreas Papy Grant, Section 45, Township 8 South, Range 30 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commencing at the northwest corner of Section 45 as described above and thence running S.  $89^{\circ}29'38''$  E. along the north line of said Section 45 a distance of 661.64 feet to the east right-of-way line of the Florida East Coast Railway, the said right-of-way being 150 wide; thence running S.  $08^{\circ}19'03''$  E. along the east side line of said 150 foot right-of-way 1576.01 feet to the POINT OR PLACE OF BEGINNING for the herein described parcel;

Thence continuing along the east side line of the 150 foot right-of-way belonging to the Florida East Coast Railway Company S.  $08^{\circ}19'03''$  E. a distance of 1183.11 feet to the corner of a triangular parcel of land now or formerly belonging to Thomas Osteen; thence running S.  $25^{\circ}00'00''$  E. along the east line of said triangular parcel 175.87 feet to a point; thence running along the northerly line of lands now or formerly belonging to Rayland Company Inc. N.  $55^{\circ}14'08''$  E. 1419.00 feet to a point; thence running along the easterly line of the parcel herein being described, said line being the boundary of other lands now or formerly belonging to Rayland Company Inc. N.  $25^{\circ}00'00''$  W. 1255.22 feet to a point which is the northeast corner of the parcel herein described; thence running S.  $54^{\circ}59'59''$  W. 1075.14 feet to the point or place of beginning.

The parcel as herein described contains an area of 36 acres more or less.

The Restrictions for Moses Creek covers the entire 36 acre parcel EXCEPT for the 10.68 acre parcel labeled "LOT REMAINING" on Exhibit "B". These Restrictions cover Lots one through twenty-one as shown on Exhibit "B".

