

Prarie Creek

CAPTION

A TRACT OF LAND BEING A PART OF THE FRACTIONAL EAST-HALF OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 09 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 11 AND RUN THENCE SOUTH 88°10'55" WEST, 280.0 FEET ALONG THE NORTH LINE OF SAID SECTION 11 TO A POINT IN THE WESTERLY LINE OF EASEMENT CONVEYED TO FLORIDA POWER AND LIGHT COMPANY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 80°57'50" WEST, 281.90 FEET ALONG SAID WESTERLY EASEMENT LINE TO THE NORTHWEST CORNER OF THE J.B. REYES GRANT, SECTION 37 OF SAID TOWNSHIP AND RANGE; THENCE RUN SOUTH 09°18'50" EAST, 150.00 FEET ALONG THE WEST LINE OF SAID J.B. REYES GRANT WHICH IS THE WEST LINE OF THE AFOREMENTIONED EASEMENT CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, AND THE EAST LINE OF SAID FRACTIONAL EAST-HALF OF THE NORTHEAST 1/4 OF SECTION 11 TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF OSCEOLA TRAIL (A PRIVATE 20 FOOT R/W) AS SHOWN ON PLAT OF PRAIRIE CREEK AS RECORDED IN MAP BOOK 12, PAGES 55-57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 08°00'18" WEST, 1077.04 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF WILLOW DRIVE (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 02°00'18" EAST, 505 FEET, MORE OR LESS, TO THE RIGHT-OF-WAY LINE; THENCE NORTH 02°00'18" EAST, 505 FEET, MORE OR LESS, TO THE CENTERLINE OF A 20 FOOT (MORE OR LESS) CREEK; THENCE NORTH WESTERLY, 2500 FEET, MORE OR LESS, FOLLOWING THE MEANDERING OF THE CENTERLINE OF SAID CREEK TO A POINT IN THE WEST LINE OF SAID EAST-HALF OF THE NORTHEAST QUARTER OF SECTION 11; THENCE NORTH 01°03'10" EAST, 505 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID EAST-HALF OF THE NORTHEAST 1/4 OF SECTION 11; THENCE NORTH 08°10'55" EAST, 1000.00 FEET ALONG THE NORTH LINE OF SAID EAST-HALF OF THE NORTHEAST 1/4 OF SECTION 11 TO THE POINT OF BEGINNING; TOGETHER WITH A PART OF GOVERNMENT LOT 3, SECTION 12, TOWNSHIP 8 SOUTH, RANGE 09 EAST, AND A PART OF THE J.B. REYES GRANT, SECTION 37, TOWNSHIP 8 SOUTH, RANGE 09 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 12 FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00°40'47" EAST, 539.08 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, SECTION 12, WHICH IS ALSO THE EAST LINE OF EASEMENT CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, TO A POINT IN THE NORTH LINE OF SAID J.B. REYES GRANT, SECTION 37; THENCE SOUTH 01°28'02" EAST, 1342.93 FEET ALONG SAID EAST EASEMENT LINE TO A POINT IN THE NORTHERLY BOUNDARY OF THE AFOREMENTIONED PRAIRIE CREEK SUBDIVISION AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OSCEOLA TRAIL AS SHOWN ON PLAT THEREOF; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PRAIRIE CREEK SUBDIVISION RUN NORTH 02°00'18" EAST, 35.02 FEET TO A POINT OF CURVATURE OF A CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1190.09 FEET, A CENTRAL ANGLE OF 09°35'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 06°48'10" EAST, 200.11 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 200.35 FEET TO A POINT; THENCE SOUTH 18°23'50" EAST, 7.0 FEET TO A POINT OF CURVATURE OF A CONVEX CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1190.09 FEET, A CENTRAL ANGLE OF 17°54'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 16°03'10" EAST, 207.09 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 207.26 FEET TO THE POINT OF INTERSECTION OF SAID CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 178.0 FEET, A CENTRAL ANGLE OF 36°32'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 79°13'37" EAST, 93.73 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 101.08 FEET TO A POINT; THENCE NORTH 30°30'18" EAST, 230.55 FEET, MORE OR LESS, TO THE CENTERLINE OF A 0 FOOT (MORE OR LESS) CREEK; THENCE DEPARTING FROM THE NORTHERLY BOUNDARY OF SAID PRAIRIE CREEK SUBDIVISION RUN NORTHWESTERLY ALONG THE MEANDERING OF THE CENTERLINE OF SAID CREEK, 2250 FEET, MORE OR LESS TO A POINT IN THE NORTH LINE OF SAID SECTION 12; THENCE SOUTH 89°34'13" WEST, 240 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, MAIDEU PARTNERSHIP, LTD., A LIMITED PARTNERSHIP AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, IS THE LAWFUL OWNER OF ALL THE LANDS DESCRIBED IN THE CAPTION HEREON AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THIS PLAT SHALL BE KNOWN AS PRAIRIE CREEK II, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. NO PART OF SAID LANDS IS DEDICATED TO ST. JOHNS COUNTY, FLORIDA, OR THE PUBLIC. ALL OF THE PROPERTY DESIGNATED ON THIS PLAT AS PRIVATE RIGHTS-OF-WAY IS AND SHALL REMAIN PRIVATELY OWNED AND THE SEVERAL AND EXCLUSIVE PROPERTY OF MAIDEU PARTNERSHIP, LTD. ITS SUCCESSORS, ASSIGNS AND GRANTEE, IF ANY, OF SAID PRIVATE RIGHTS-OF-WAY. MAIDEU PARTNERSHIP, LTD. DOES HEREBY GRANT TO PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND THEIR GUESTS, INVITEES AND DOMESTIC HELP, AND TO UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY MAIDEU PARTNERSHIP, LTD. TO SERVE THE LANDS SHOWN ON THIS PLAT, HOLDERS OF MORTGAGES ON SUCH LANDS OR ANY PART THEREOF AND SUCH OTHER PERSONS AS MAIDEU PARTNERSHIP, LTD. FROM TIME TO TIME MAY DESIGNATE, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF ingress AND egress OVER AND ACROSS SAID PRIVATE RIGHTS-OF-WAY, WITH- STANDING THE PROCEEDING PROVISIONS, MAIDEU PARTNERSHIP, LTD. RESERVES AND SHALL HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DELY ingress AND SHALL IN THE ORIGINAL OF SAID MAIDEU PARTNERSHIP, LTD., MAY CREATE OR PARTICIPATE IN, A DISTURBANCE OR A VIOLANCE OF ANY PART OF THE LANDS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, THE SAID OWNER, MAIDEU PARTNERSHIP, LTD. HAS EXECUTED THESE PRESENTS UNDER SEAL THIS 2ND DAY OF APRIL, 1970.

Leroy W. Facette
GENERAL PARTNER
MAIDEU PARTNERSHIP, LTD.

STATE OF FLORIDA COUNTY OF DUVAL

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AND COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED JERRY W. PASETTI TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION OF PLAT AS GENERAL PARTNER OF MAIDEU PARTNERSHIP, LTD., THE LIMITED PARTNERSHIP NAMED THEREIN, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME AND AFFIXED THE CORPORATE SEAL AS THE ACT AND DEED OF SAID PARTNERSHIP. WITNESS MY HAND AND OFFICIAL SEAL IN SAID STATE AND COUNTY THIS 2ND DAY OF APRIL, 1970.

Loyd J. Green
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JANUARY 31, 1980

DEDICATION FOR MORTGAGE

THIS IS TO CERTIFY THAT THE ARLINGTON TRUST COMPANY, TRUSTEE, A VIRGINIA BANKING CORPORATION, BEING THE MORTGAGEE OF LANDS DESCRIBED IN THE FOREGOING CAPTION OF THIS PLAT, DO HEREBY JOIN IN AND MAKE THEMSELVES A PARTY TO THE DEDICATION OF SAID LANDS AND PLAT, TO BE KNOWN AS PRAIRIE CREEK II, FOR THE USES AND PURPOSES THEREIN EXPRESSED. IN WITNESS WHEREOF, THE ARLINGTON TRUST COMPANY, TRUSTEE, A VIRGINIA BANKING CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT & TRUST OFFICER, DULY AUTHORIZED TO EXECUTE THIS INSTRUMENT IN THE NAME OF AND ON BEHALF OF THE ARLINGTON TRUST COMPANY, TRUSTEE, A VIRGINIA BANKING CORPORATION.

By: James R. ...
VICE PRESIDENT & TRUST OFFICER
W. T. ...
WITNESS

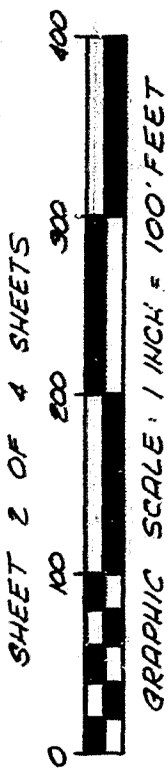
James L. Jones
WITNESS

STATE OF VIRGINIA COUNTY OF ARLINGTON

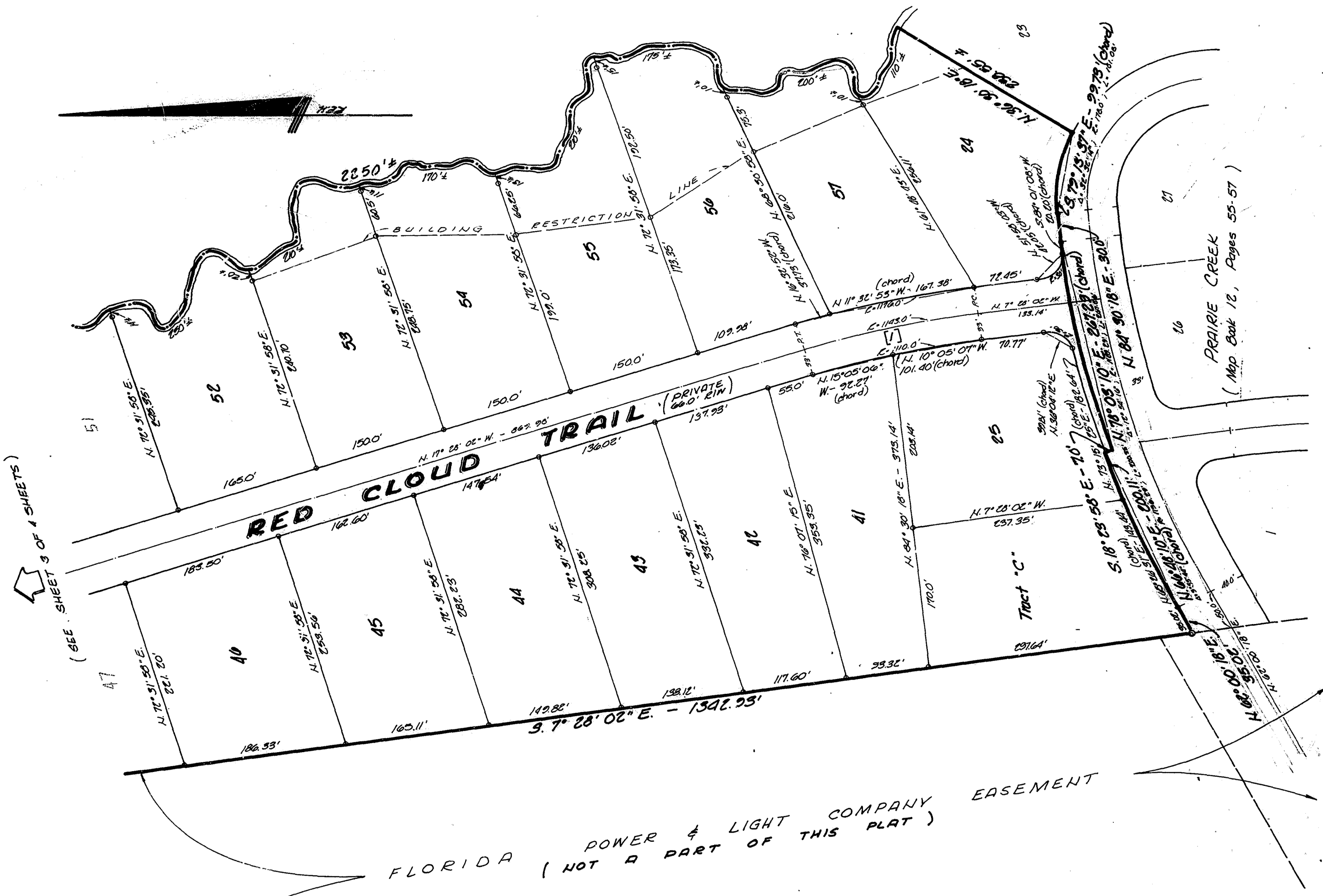
BEFORE ME PERSONALLY APPEARED TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FORE GOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL THIS 5TH DAY OF April, 1970, AT THE AFORESAID COUNTY AND STATE.

Margaret C. Carroll
NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID
MY COMMISSION EXPIRES: 3/10/79

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Prairie Creek



COUNTY HEALTH DEPARTMENT
 I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES WITH THE REGULATIONS OF ST. JOHNS COUNTY HEALTH DEPARTMENT.

Paul H. Payne R.S.
 COUNTY SANITARIAN

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED ABOVE AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS THAT WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THAT THE ABOVE PLAT CONFORMS TO ALL CURRENT ZONING REGULATIONS IN EFFECT IN ST. JOHNS COUNTY, FLORIDA.
 SIGNED THIS 13 DAY OF April, 1970.

H. E. Colarik
 REGISTERED SURVEYOR NO. 1162, FLORIDA

COUNTY ENGINEER

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES WITH THE REGULATIONS OF THE COUNTY ENGINEERING DEPARTMENT.

COUNTY ENGINEER

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177, LAWS OF THE STATE OF FLORIDA, AND IS FILED FOR RECORD IN MAP BOOK 12 PAGES 65 to 68. END OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THIS 13 DAY OF April, 1970.

John Lantz
 CLERK

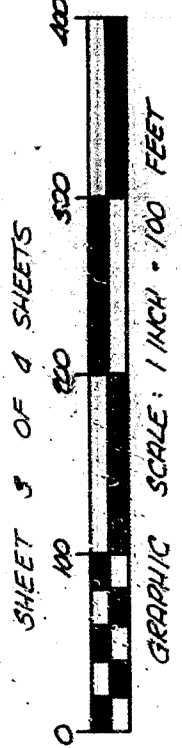
APPROVED FOR RECORD

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED THIS 13 DAY OF April, 1970, BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA.

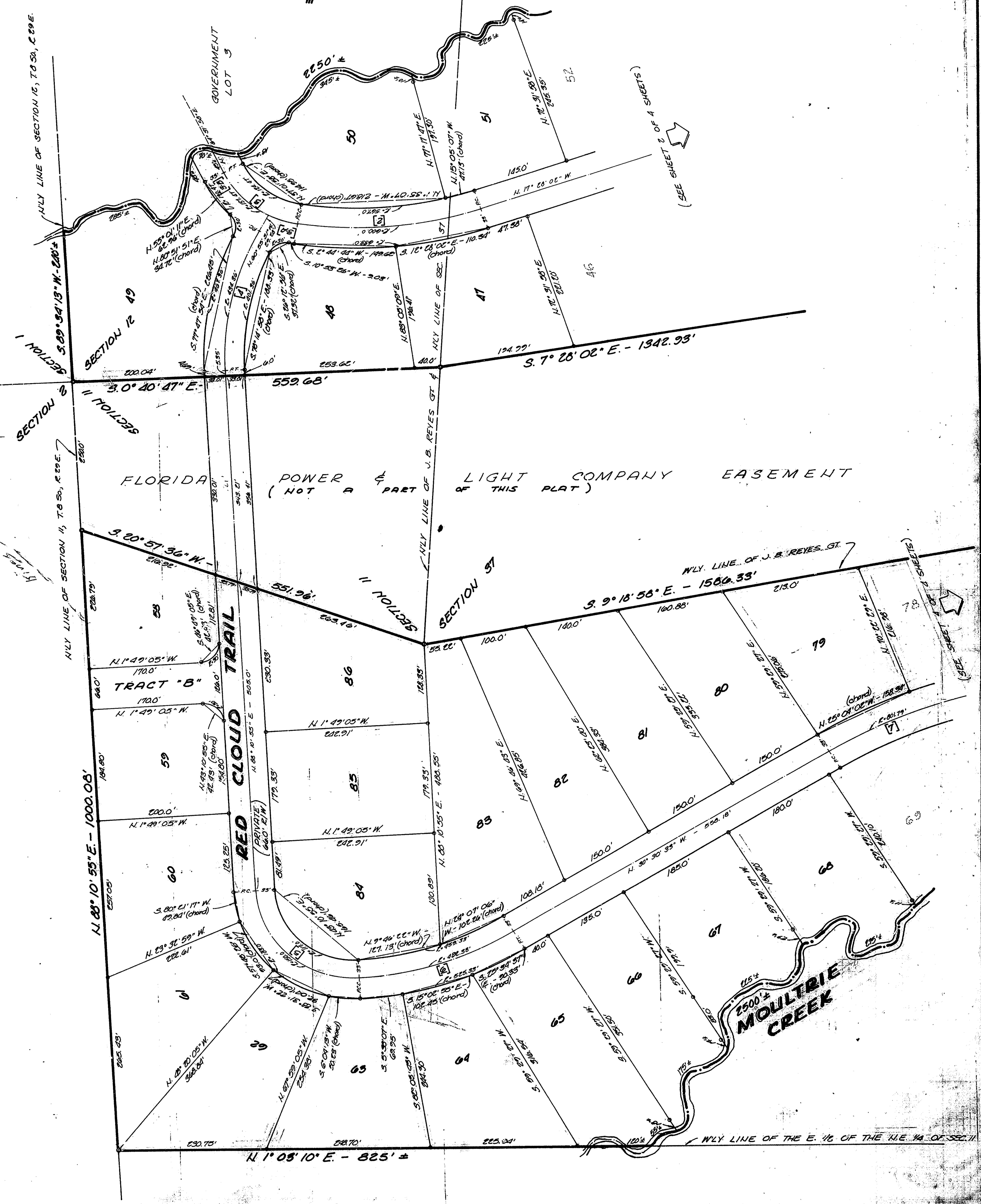
H. F. Stein
 CHAIRMAN

John Lantz
 ATTEST

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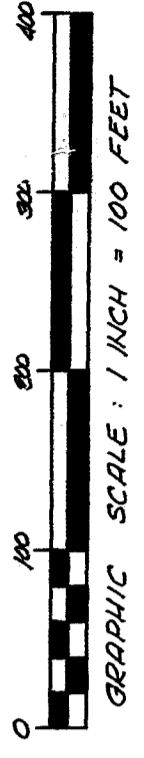


Prarie Creek II



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SHEET 1 OF 4 SHEETS



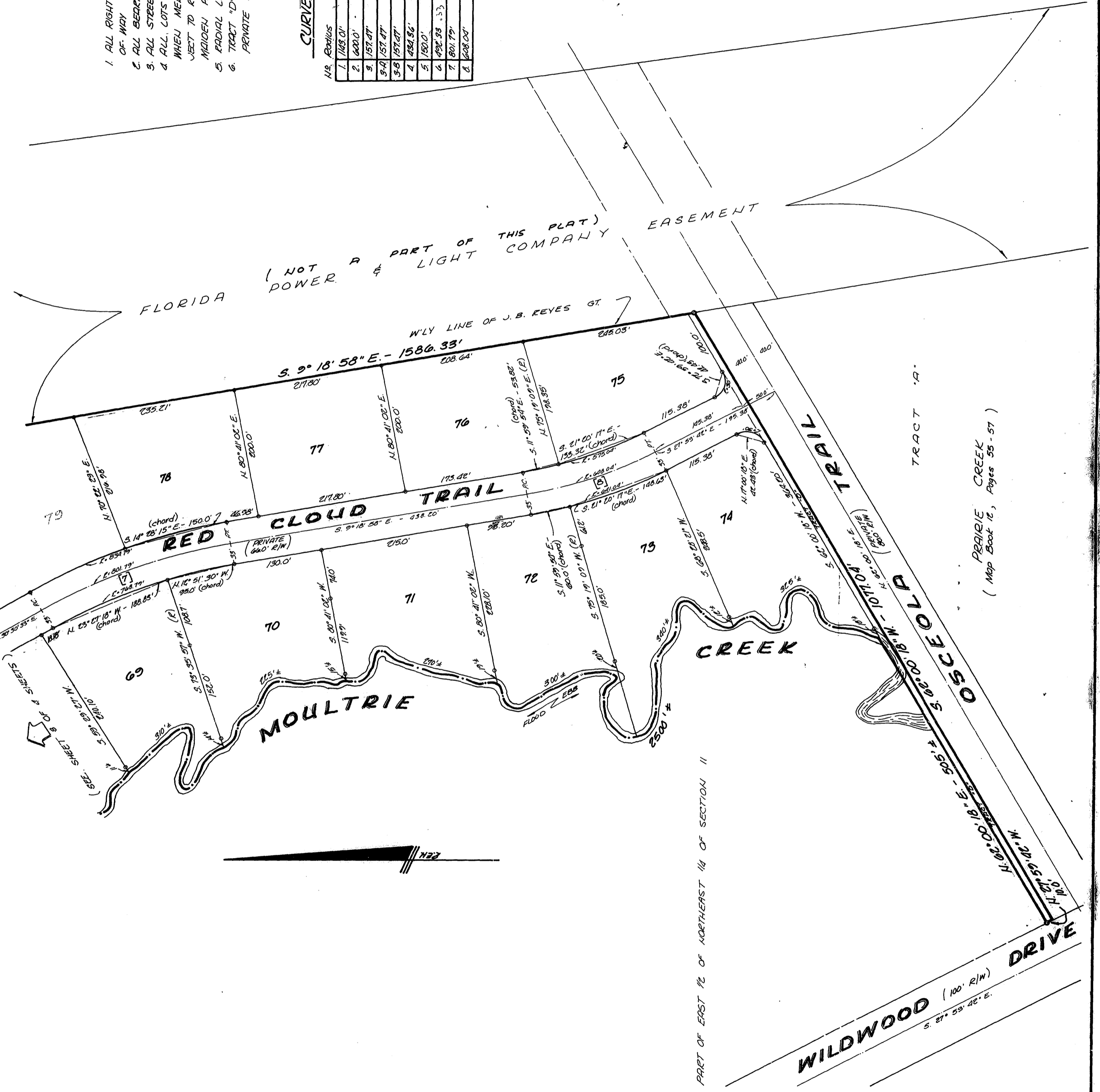
GENERAL NOTES

1. ALL RIGHTS-OF-WAY SHOWN HEREON ARE PRIVATE RIGHTS-OF-WAY.
2. ALL BEARINGS AND DISTANCES ON CURVES REFER TO CHORDS.
3. ALL STREET CORNER RADII ARE 30 FEET.
4. ALL LOTS HAVE A 25 FOOT BUILDING RESTRICTION LINE WHEN MEASURED FROM THE STREET LINES AND ARE SUBJECT TO RESTRICTIONS AND COVENANTS RECORDED BY MAIDEN PARTNERSHIP, LTD.
5. RADIAL LINES SHOWN THUS: (R)
6. TRACT "D" IS EXPRESSLY DEDICATED AS ADDITIONAL PRIVATE RIGHT-OF-WAY FOR OSCEOLA TRAIL.

CURVE CENTERLINE DATA TABLE

No.	Radius	Delta	Arc	Tangent	Chord
1.	148.0'	107.00'	199.49'	100.0'	N.12°22'02"W - 179.24'
2.	1400.0'	27.00'	282.74'	44.05'	N.15°58'02"W - 280.18'
3.	157.47'	55.00'	151.12'	81.97'	S.17°01'58"W - 145.48'
3A.	157.47'	79.32'	53.62'	27.11'	N.17°18'28"E - 53.48'
3B.	157.47'	35°27'49"	97.47'	59.35'	N.42°48'04"E - 95.92'
4.	1424.56'	307.53'	120.1'	120.1'	S.76°22'20"E - 251.53'
5.	1520.0'	307.00'	256.62'	150.0'	S.48°10'55"W - 212.18'
6.	1424.56'	29°47'23"	216.54'	125.91'	N.16°09'49"W - 248.27'
7.	1801.79'	277.15'	206.57'	150.0'	N.17°58'45"W - 224.85'
8.	1628.04'	18°40'28"	193.25'	100.0'	S.18°39'20"E - 197.35'

Prairie Steek II



TRACT "A"
 PRAIRIE CREEK
 (Map Book 12, Pages 55-57)

PART OF EAST 1/2 OF NORTHEAST 1/4 OF SECTION 11

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**BYLAWS
OF
PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.**

These are the Bylaws of PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit and organized to maintain and operate a residential community association located in St. Johns County, Florida.

**ARTICLE I
IDENTIFICATION OF THE ASSOCIATION**

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

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year. The Board shall have the authority to change the fiscal year periodically as it deems appropriate.

1.3 **Definitions.** All terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions, and Restrictions for Prairie Creek.

**ARTICLE II
DIRECTORS**

2.1 **Board of Directors.** The affairs of the Association shall be managed by a five-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 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 **Eligibility.** Every Director must be a Member, an Officer of a corporate Lot owner, a general partner of a Lot owned by a partnership, a managing member or manager of a Lot owned by a limited liability company, or trustee or a beneficiary of a Lot held in trust. A person who is delinquent in payment of any fee, fine, or other monetary obligation due to the Association is not eligible to be a Director, and an Officer or Director who is delinquent in the payment of any monetary obligation due to the Association for over ninety (90) days shall be deemed to have abandoned his or her position, which may be filled by appointment of the remaining Directors. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of the election is not eligible to serve as a Director. Any person who has been suspended or removed from serving as a Director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a Director.

2.3 **Term.** Directors shall serve staggered, two-year terms. For a five-member Board, two directors shall be elected in calendar years ending in even numbers and three directors shall be elected in calendar years ending in odd numbers. Any increase or decrease in the number of

directors shall maintain staggered terms by electing a majority of the directors in calendar years ending in odd numbers and electing a minority of the directors in calendar years ending in even numbers.

2.4 Election of Directors. The Board of Directors shall be elected by written ballot or by voting machine. Not fewer than sixty (60) days before a scheduled election, the Association shall mail or deliver a first notice of the date of election to each Member entitled to vote. Any Member or other eligible person who desires to be a candidate for the Board of Directors must give written notice to the Association not fewer than forty (40) days before a scheduled election. Nominations from the floor at the annual meeting are prohibited. The Association shall thereafter mail or deliver a second notice of the election to all Members entitled to vote at least fourteen (14) days before the election, together with an agenda and ballot which shall list all eligible candidates in alphabetical order. Elections shall be decided by a plurality of ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election for the Board of Directors. There shall be no cumulative voting, and no Member shall permit any other person to vote his or her ballot. Any improperly-cast ballots will be deemed invalid.

a. Candidate Information Sheet. Upon request of a candidate, the Association shall include a one-page candidate information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not fewer than thirty-five (35) days before the election to be included with the mailing of the ballot. The costs associated with the copying, mailing, and delivery shall be borne by the Association.

b. Assistance for Disability. Any Member who needs assistance in casting a ballot for reasons related to a blindness, an inability to read or write, or other disability may obtain assistance in casting his or her ballot.

c. Election Not Required. An election and balloting are not required unless more eligible candidates timely submit notices of intent to run than vacancies exist on the Board.

2.5 Vacancy and Recall. Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board of Directors occurring between annual Members meetings shall be filled by majority vote of the remaining Directors. Any Director elected by the Members may be removed with or without cause by the vote or agreement in writing of a majority of all of the total voting interest of the Association in accordance with the Homeowners' Association Act. A Director may not be recalled at a Members meeting. If less than a majority of the Directors are recalled, the Board shall fill the vacancies created by the recall, if the recall is certified. If at least a majority of the Board is recalled, then the Members voting in favor of the recall shall vote for replacement Directors in the same instrument. The conveyance of all Lots owned by a Director who owned one or more Lots at the time he or she was elected or appointed (other than Declarant-appointed Directors) shall constitute the resignation of such Director. Any Board member who is absent from three consecutive regular Board meetings or five Board meetings in any twelve-month period shall be deemed to have vacated his or her position, after which it may be filled by the remaining Directors in the manner provided herein.

2.6 **Regular Board Meetings.** The Board of Directors may hold meetings at such times and places as shall be determined by the President or a majority of Directors. Directors shall have equal voting power on all matters. All meetings of Directors shall be open to the membership of the Association unless permitted to be closed by law or the Governing Documents. Notice of Board Meetings must be posted in a conspicuous place 48 hours in advance of the meeting or mailed to each homeowner 7 days in advance of the Board meeting except in an emergency. However, written notice of any meeting at which nonemergency Special Assessments, or at which amendments to rules regarding Lot use, will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Association Property at least fourteen (14) days before the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Official Records of the Association.

2.7 **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 Association unless otherwise specifically stated in the Governing Documents.

2.8 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt of notice by that Director. Attendance by any Director at a meeting shall constitute a waiver of notice of that meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because that meeting was not lawfully called.

2.9 **Member Petition.** If twenty percent (20%) of the voting interests petition the board to address an item of business, the board at its next regular meeting or at a special meeting of the board, but not later than sixty (60) days after the receipt of the petition, shall place the item on the agenda.

2.10 **Committee Meetings.** Notice in the manner required for meetings of the Board shall be required for meetings of a committee that has the authority to make a final decision regarding the expenditure of Association funds or has the authority to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member. Meetings of committees with such authority shall also be open to Members. Notice of meetings of a committee that does not have such specific authority is not required and such meetings are not required to be open to Members unless such committee otherwise constitutes a quorum of the Board, in which case the usual requirements for notice and Member participation apply.

2.11 **Closed Meetings.** The requirement that Board meetings and certain committee meetings be open to Members does not apply to:

- a. meetings between the Board or a committee and the Association's attorney concerning proposed or pending litigation, if the contents of the discussion would otherwise be governed by the attorney-client privilege; or
- b. Board meetings held for the purpose of discussing personnel matters.

2.12 Adjourned Meetings. If any proposed meeting of the Board of Directors is attended by less than a quorum of Directors, the majority of those present may adjourn the meeting from time to time until a quorum is attained; provided, however, that the notice requirements contained in these Bylaws are fulfilled. At a following meeting, any business that may have been transacted at the previously-adjourned meeting as initially called may be transacted.

2.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings, unless waived in whole or part by the presiding Officer or modified by the Board by motion, shall be:

- a. Proof of notice of meeting;
- b. Reading and disposal of any unapproved minutes;
- c. Reports of Officers and committees;
- d. Unfinished business;
- e. New Business;
- f. Adjournment.

2.14 Minutes. The Minutes of all Board of Directors meeting shall be kept in a book and available for inspection by any member of the Association at any reasonable time. Alternatively, the Association may preserve meeting minutes electronically and provide access to Members upon request. The Association shall retain meeting minutes for seven years.

2.15 Compensation. Directors shall not be compensated for their services to the Association in their capacities as Directors. Notwithstanding, the Association shall reimburse Directors upon request for approved costs and expenses incurred in the performance of their duties as Directors.

2.16 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 law or the Governing Documents; 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 other hereto granted, to wit:

- a. To produce an annual budget and make it available to the membership upon request at no charge.
- b. To prepare, or cause to be prepared, a financial report at the end of each fiscal year, which the degree of reporting shall be based on the Association's total revenues. The Association shall provide a copy of the annual report to members upon request at no charge.
- c. To use and expend the funds collected for the purposes set forth in the Governing Documents.
- d. To collect delinquent fees by lien foreclosure or otherwise.
- e. To employ or contract with such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Association.

f. To enter into binding contracts which the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors.

g. To establish and amend, as required, reasonable Rules and Regulations for the health, safety, and welfare of the Association's members.

h. To appoint Committees to serve at its pleasure, including members of the Architectural Review Committee.

2.17 Emergency Powers. In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this section and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

a. The Board may name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they assist during the period of the emergency, to accommodate the incapacity or absence of any Officer of the Association.

b. The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

c. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

d. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

e. Any Officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

f. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

g. For purposes of this Article only, an "emergency" exists only during a period of time that the Property or the immediate surrounding geographic area, is subject to:

- i. a state of emergency declared by local civil or law enforcement authorities;
- ii. a hurricane watch or warning;
- iii. a partial or complete evacuation order;
- iv. federal or state "disaster area" status; or
- v. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Association Property, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An “emergency” also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

2.18 Association Contracts. All contracts that are not capable of being fully performed within one year shall be in writing. If a proposed contract for the purchase, lease or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the Association’s total annual budget, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. The Association is not required to accept the lowest bid. Contracts for attorneys, accountants, architects, community association managers, engineers, and landscape architect services are exempt from the competitive bidding requirement.

2.19 Interested Director Transactions. If the Association proposes to enter into a contract or other transaction with any of its Directors or a corporation, firm, or other entity in which an Association Director is also a director or officer or is financially interested:

- a. The interested Director must disclose the nature of the relationship with the contracting party to the Board and any other members entitled to vote on the transaction, and such disclosures shall be included in the meeting minutes.
- b. The interested Director may make a presentation on the proposed transaction but may not vote to authorize, approve, or ratify the transaction.
- c. The contract or transaction must be approved by two-thirds of the directors present at a meeting at which a quorum is attained (which may not include the vote of interested directors).
- d. At the next regular or special meeting of the members, the Association must disclose the existence of the contract or transaction to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present at a meeting at which a quorum is attained.

2.20 Certification. Within 90 days after being elected or appointed to the Board, each director shall certify in writing to the Secretary of the Association that he or she has read the Association’s Declaration, Articles of Incorporation, Bylaws, and current written Rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association’s members. Within ninety (90) days after being elected or appointed to the board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved education provider within 1 year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the board. A Director who does not timely file the written certification or educational certificate shall be suspended from the board until he or she complies with the requirement. The board may temporarily fill the vacancy during the period of suspension. The

association shall retain each director's written certification or educational certificate for inspection by the members for 5 years after the director's election. However, the failure to have the written certification or educational certificate on file does not affect the validity of any board action.

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. The Board may appoint other Officers as it deems appropriate.

3.2 **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 or as otherwise established by the Board. The President shall preside over all meetings of the Board unless delegated to another person. The President shall also establish the agenda for all meetings, which may be modified by vote of the Board (if a Board meeting) or members (if a membership meeting).

3.3 **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 **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. 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 Bylaws 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. The duties of the Secretary may be otherwise delegated to a community association manager or management company, who shall assume all such obligations hereunder.

3.5 **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. The duties of the Treasurer may be otherwise delegated to a community association manager or management company, who shall assume all such obligations hereunder. **Resignations.** Officers serve at the pleasure of the Board and may be appointed and removed without cause by majority vote of the Board at a meeting at which a quorum is attained.

An Officer may submit a written resignation at any time and shall be effective when received by the Association or on the date specified in the resignation.

ARTICLE IV
MEMBERSHIP

4.1 **Members.** Each owner of a Lot in Prairie Creek shall be a mandatory member of the Association and membership in the Association shall be limited to Lot owners. An Owner will cease to be a member of the Association upon the sale, transfer, or disposition of the member's fee interest in the Lot.

4.2 **Annual Meeting** – The annual meeting of the membership shall be held each year between eleven (11) and thirteen (13) months after the immediately preceding annual meeting at a date, time, and location in St. Johns County, Florida determined by the Board. The purpose of the annual meeting shall be to elect Directors and transact any other business authorized to be transacted by the members.

4.3 **Special Meetings** – Special meetings of the Membership shall be held whenever called by the President, a majority of the Board, or by a written request signed by twenty percent (20%) of the total voting interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice and agenda for the meeting.

4.4 **Notice.** The Association shall give notice of all membership meetings which shall be mailed, delivered, or electronically transmitted to the members not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed with the Association's Official Records.

4.5 **Waiver.** Notice of specific meetings may be waived before or after the meeting. The attendance of any Member or by any person authorized to vote on behalf of any Member shall constitute a waiver of such Member's notice of meeting, except when the purpose for his or her attendance is to object to the transaction of business because the meeting was not lawfully called. Such objection must be raised immediately after the meeting is called to order or it is deemed waived.

4.6 **Member Participation in Meetings.** Members shall have the right to participate in meetings of Members with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Member participation. Any Member may tape record or video tape a meeting of Members subject to reasonable rules adopted by the Board.

4.7 **Quorum.** The presence in person or by proxy of thirty percent (30%) of the total voting interests shall constitute a quorum at all membership meetings. Unless otherwise provided in the Governing Documents or by law, the acts approved by a majority of the total voting interests of the membership at a meeting at which a quorum is present shall constitute the acts of the membership.

4.8 Voting. Each member shall be entitled to one (1) vote in the affairs of the Association for each Lot owned. There shall only be one (1) vote per Lot irrespective of the number of Owners of the Lot and the vote attributable to each Lot is indivisible. Any Lot which does not bear an obligation to pay assessments shall not confer a right to vote to the member or members who own such Lot.

4.9 Designation of Voting Member. The vote attributable to the Lot shall be established by the roster of Members maintained by the Association. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of the Lot Owners and filed with the Secretary of the Association. If a Lot is owned by a business organization, trust, or other non-natural entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an authorized representative of the entity and filed with the Secretary of the Association. Certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Lot occurs. Any record owner of a Lot may revoke a certificate designating the person entitled to cast a vote for that Lot.

If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Owner(s) of such Lot shall not be considered for the computation of a quorum, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until a certificate is filed, unless the Lot is owned jointly by spouses. If a Lot is owned jointly by spouses, they may designate a voting member in the manner described above, but if they do not, the following provisions shall apply:

- a. If one spouse is present at a meeting, that person shall be counted toward the calculation of a quorum and may cast the Lot vote.
- b. If both spouses are present at a meeting and concur, either spouse may cast the Lot vote.
- c. If both spouses are present at a meeting and are unable to concur in their decision concerning any subject requiring a vote, they shall forfeit their right to vote on that subject at that meeting, and the Lot vote shall not be considered in determining whether a quorum is present on that subject at the meeting. The total number of authorized votes in the Association shall be reduced only for each subject on which there is not a concurrence.

4.10 Proxies. General and limited proxies may be used to vote for any matters unless expressly prohibited by law. A proxy may be made by any person entitled to vote but shall only be effective for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Lot, and be filed with the Secretary of the Association before the appointed time of the meeting, or before the time to which the meeting is adjourned (if adjourned to a later date).

4.11 **Order of Business.** If a quorum has been attained, the order of business at Annual Members' Meetings, and to the extent applicable, other Members' meetings, shall be:

- a. Collection of ballots;
- b. Call to order by the President;
- c. Appointment of a Chairman of the meeting by President (need not be Director or Member);
- d. Proof of notice of the meeting or waiver of notice;
- e. Reading of minutes;
- f. Appointment of inspectors of election;
- g. Reports of Officers;
- h. Reports of Committees;
- i. Announcement of election results;
- j. Unfinished business;
- k. New business;
- l. Adjournment

The preceding order of business or parts thereof may be waived or modified at the direction of the Chairperson.

4.12 **Adjournment.** If any proposed membership meeting, other than for the election of Directors, cannot be organized because a quorum cannot be attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained; provided, however, that notice of the newly scheduled meeting is given in the manner required for providing notice of a meeting. Except as otherwise provided above, proxies given for the adjourned meeting shall be valid for the subsequent meeting.

4.13 **Minutes.** The Association shall retain all minutes from Members' Meetings for at least seven (7) years. The minutes shall be kept in a book available for inspection by Lot Owners or their authorized representatives or Board members at any reasonable time, subject to reasonable rules concerning the time, place, and manner of inspection that the Board may adopt from time to time. The Association may preserve meeting minutes electronically.

4.14 **Action Without Meeting.** Except as otherwise required by law, any action that may be taken at any annual or special meeting of Members may be taken without a meeting, prior notice, or a vote if a written consent or consents setting forth the action to be taken is signed by enough Members (or persons authorized on their behalf) that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of Members entitled to vote thereon were present and voted. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. Such notice shall fairly summarize the material aspects of the authorized action. The Association may not be bound by any purported action by the Members if such action is prohibited by law.

ARTICLE V
FINANCES

5.1 **Financial Records.** Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures. Financial records include:

- a. A record of all receipts and expenditures.
- b. An account for each Lot Owner, which shall designate the name and address of the Owner and the mailing address if the Owner has furnished an alternative address in writing to the Association for the purpose of receiving Association correspondence. The account shall also include all assessments, late fees, interest, attorney's fees incident to collection, fines, and other administrative charges and the date each charge was 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.

5.2 **Financial Reporting.** The Association shall prepare and complete, or contract with the third party for the preparation and completion of, a financial report within ninety (90) days after the end of the fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association, the Association shall either provide a copy of the financial report to the members or written notice that a financial report is available upon request at no charge to the member. The type of financial report required shall be based on the Association's annual profits as established by law.

5.3 **Depositories.** The funds of the Association shall be placed in federally-insured financial institutions. The Association may comingle operating and reserve funds and invest them prudently. Withdrawal of monies from such accounts will be only by checks of withdrawals signed by persons 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.

5.4 **Budget.** Prior to the end of each fiscal year, the Board of Directors shall propose a budget indicating the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. The budget must also reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current fiscal year. The Association shall provide each member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the member. The Association may amend the budget periodically as it deems appropriate.

5.5 **Assessments.** Assessments shall be levied and collected in a manner as provided in the Declaration, and as supplemented in this Article. Assessments against Lot Owners for their share of budget items shall be made for the applicable fiscal year annually. Such Assessments shall be payable on the dates and in the manner established by the Board. If the Association fails to

adopt a budget prior to the end of a fiscal year, the current budget shall remain in effect and members shall continue to pay the current assessment until the Association adopts another budget.

ARTICLE VI
RECORDS

6.1 Official Records. The Association shall keep all Official Records as required by the Homeowners' Association Act. Such Official Records shall be made available to a Lot Owner within ten (10) business days after receipt of a written request by the Board or its designee, unless otherwise agreed. Such records must either be made available within forty-five (45) miles of the Property or made available electronically if the requesting party has the means to access the records electronically.

6.2 Closed Records. While most of the Official Records of the Association are open to all Members of the Association, the following records are not accessible:

a. Any record protected by the lawyer-client privilege as described in Section 90.502, Fla. Stat., and any record protected by the work-product privilege, including a record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

b. Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot.

c. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

d. Medical records of Members.

e. Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Member other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, Lot designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this subparagraph, an Association may print and distribute to Members a Directory containing the name, parcel address, and telephone number of each Member. However, a Member may exclude his or her telephone number from the Directory by so requesting in writing to the Association. The Association

is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

f. Electronic security measures that are used by the Association to safeguard data, including passwords.

g. The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

ARTICLE VII
ENFORCEMENT OF GOVERNING DOCUMENTS

7.1 **Obligation to Comply with Governing Documents.** Each Member and the Member’s tenants, guests, and Invitees are governed by, and must comply with, the Association’s Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the Governing Documents may be brought by the Association or by any Member against:

- a. The Association;
- b. A Member;
- c. Any Director or Officer of an association who willfully and knowingly fails to comply with the Governing Documents; and
- d. Any tenants, guests, or Invitees occupying a Lot or using Association Property.

The prevailing party in any such action is entitled to recover reasonable attorneys’ fees and costs, including all appeals. Certain “disputes” as defined in the Homeowners’ Association Act shall be subject to a pre-suit offer to participate in mediation prior to instituting a lawsuit. The Association shall have the right, but not the obligation in any particular case, to enforce compliance with the Governing Documents through any means it deems appropriate. The remedies herein are not exclusive and the Association’s decision to pursue one remedy shall not constitute an election of remedies or preclude it from pursuing any other remedy.

7.2 **Fines.** The Association may levy reasonable fines of up to \$100.00 per day, per violation against any Member or any Member’s tenant, guest, or Member’s Invitee for the failure of the Member or its occupant, licensee, or Invitee to comply with any provision of the Governing Documents. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing. Fines may be imposed of an amount up to \$5,000.00 in the aggregate for a continuing violation. A fine of \$1,000 or more shall constitute an Individual Assessment and a lien against a Member’s Lot. The lien may be foreclosed in the manner provided for foreclosure of liens for nonpayment of Assessments. In any action to recover a fine or foreclose a lien, the prevailing party is entitled to reasonable attorney’s fees and costs.

7.3 Suspensions. The Association may suspend, for a reasonable period of time, the right of a Member, or a member's tenant, guest, or Invitee, to use Association Property, common areas, and facilities for the failure of the Member or its occupant, licensee, or Invitee to comply with any provision of the Governing Documents. The Association may also suspend a Member's voting rights and rights to use Association Property, common areas, and facilities if a Member is more than 90 days' delinquent in the payment of any fee, fine, or other monetary obligation due to the Association. The Association is not required to provide notice or an opportunity for a committee hearing for suspensions imposed for nonpayment of a fee, fine, or other monetary obligation. This section does not apply to portions of common areas or Association Property used to provide access or Utilities to the Member's Lot. A suspension may not prohibit an owner or tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

7.4 Notice and Committee Hearing. All suspensions imposed must be approved at a Board meeting. Except for suspensions imposed for nonpayment of a monetary obligation due to the Association, a fine or suspension may not be imposed by the Board without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Member and, if applicable, to any tenant, licensee, or Invitee of the Member. Fines and suspensions may be levied jointly and severally against Members and their tenants, guests, and Invitees for violations committed by a Member's tenant, guest, or Invitee.

ARTICLE VIII **INSURANCE & INDEMNIFICATION**

8.1 Insurance. The Association's insurance obligations are as follows:

a. **General Liability Insurance.** The Association shall maintain comprehensive public liability insurance with a minimum policy limit of \$1,000,000.00 per occurrence to insure against liability for bodily injury, death, and property damage. The general liability policy shall include waivers of subrogation against the Members except for injury, death, or damage caused by an intentional act of a Member.

b. **Fidelity Insurance or Bonds.** The Association shall maintain fidelity insurance or bonds covering all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

c. **Directors and Officers Liability.** The Association shall maintain a Directors and Officers liability policy covering Directors, Officers, employees, committee members, volunteers, and other agents the Board deems appropriate with a minimum policy limit of \$1,000,000.00 per occurrence.

d. The Association may obtain other insurance as it deems appropriate, including property insurance (including flood and windstorm, if desired) covering structures owned or maintained by the Association, which may be on an open-peril or named-peril basis.

8.2 Indemnification. The Association shall indemnify and defend all Directors, Officers, employees, and other agents the Association deems appropriate from and against any legal action or proceeding instituted against them for acts or omissions within the scope of their service to the Association if the proposed indemnified party reasonably believed his or her actions or omissions were in the best interests of the Association and had no reasonable cause to believe his or her conduct was unlawful. The Association's indemnification and defense obligations shall be limited to the expenses paid in settlement or litigating the case to conclusion actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

a. **Conditions under which Indemnification and Defense are Not Required.** Indemnification, defense, and advancement of expenses shall not be made to or on behalf of any Director, Officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions or omissions were material to the cause of action so adjudicated and constitute:

- i. A violation of the criminal law, unless the Director, Officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
- ii. A transaction from which the Director, Officer, employee, or agent derived an improper personal benefit;
- iii. In the case of a Director, a circumstance under which the liability for unlawful distributions is applicable; or
- iv. Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of a member.

b. **Advancement.** Expenses incurred by an Officer, Director, or other indemnified party in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director, Officer, or other indemnified party to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. The Association may condition its agreement to advance expenses upon the proposed indemnified party's posting of an adequate bond.

c. **Determination to Indemnify.** Any indemnification, defense, and advancement of costs herein shall be made if determined to be appropriate by the Board. If the proposed indemnified party is a Director, he or she shall not be entitled to vote on the decision of whether to indemnify, defend, or advance defense costs and the decision shall be made by a majority of a quorum of the remaining Directors. In determining whether to indemnify, defend, and advance defense costs, the Board shall consider whether the proposed indemnified party acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect

to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

d. **Indemnification dispute.** If there is a dispute between the Association and the proposed indemnified party over whether the Association is obligated to indemnify or defend the proposed indemnified party or advance defense costs, either party may apply to the court in which the proceeding against the proposed indemnified party has been commenced or any court of competent jurisdiction to seek a determination of whether indemnification, defense, and advancement of defense costs is appropriate under the circumstances. Either party may apply to the court during or after the proceedings have commenced or concluded against the proposed indemnified party. To the extent that a proposed indemnified party has been successful on the merits or otherwise in defense of any proceeding commenced against him or her for an action or omission in his or her capacity as Director, Officer, or other agent for the Association who the Association has agreed by separate agreement to indemnify, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

e. **Insurance.** Nothing herein shall operate to preclude or waive entitlement to any benefits a Director, Officer, or other proposed indemnified party may have under any applicable insurance policies maintained by the Association.

ARTICLE IX AMENDMENTS & GENERAL PROVISIONS

9.1 **Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Governing Documents.

9.2 **Amendments.** A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by the Board of Directors or 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. If an amendment is proposed by the membership, the Association shall call a meeting of the membership within sixty (60) days for the purpose of considering the amendment. Amendments to the Bylaws must be approved by a majority of the voting interests voting in person or by proxy at a meeting at which a quorum is attained.

9.3 **Severability.** If any provision of these Bylaws shall for any reason be held invalid, illegal, or unenforceable, such provision shall not affect the validity or enforceability of any other provision herein. Any such provision shall be construed in the broadest manner possible to effectuate the intended purpose of the provision while avoiding the invalid, illegal, or unenforceable portion thereof to the narrowest extent possible to effectuate the intended purpose. In any such event, the remaining provisions of these Bylaws shall remain valid and enforceable.

IN WITNESS WHEREOF, the President and Secretary of Prairie Creek Property Owners Association, Inc. have executed this Declaration on the date written above.

Witnesses

Prairie Creek Property Owners Association, Inc.

Suzanne Sanders
Signature of Witness 1

Lynn Matthews
Signature of President

Suzanne Sanders
Printed

Lynn Matthews
Printed

[Signature]
Signature of Witness 2

[Signature]
Signature of Secretary

Robin D. Steinnmueller
Printed

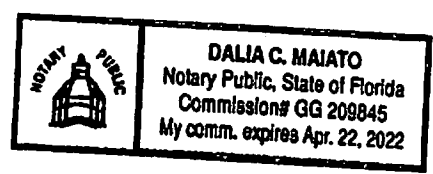
Terry Smith
Printed

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 17th day of August, 2018, by Lynn Matthews, as President and by Terry Smith, as Secretary of Prairie Creek Property Owners Association, Inc.

[Signature]
(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: FLDL



This instrument prepared by:
Robert P. Eshelman, II
Katt Jan & Eshelman, P.A.
1920 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 94.50 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 Summit, 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. Radich

Sign Robert P. Eshelman SEAL

Print Debra K. Radich

Print Robert P. Eshelman

Sign Betty M. Miskew

Print Betty M. Miskew

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 DRIVER'S LICENSE as identification and who did take an oath.

NOTARY PUBLIC

Sign Charlene B. Kulesza

Print

CHARLENE B. KULESZA

Notary Public, State of Ohio

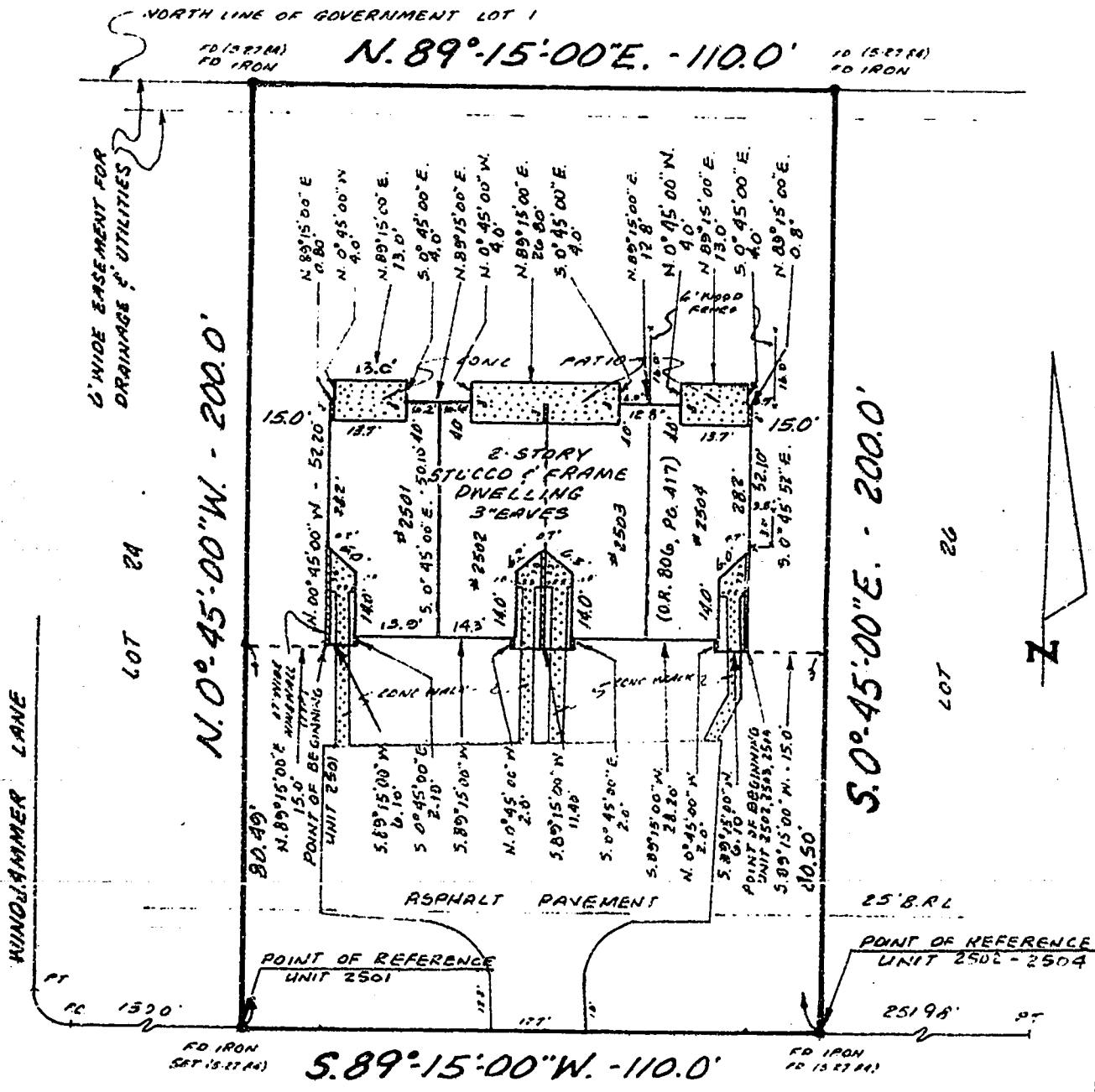
My Commission expires: November 12, 1997
Recorded in Putnam County

State of Florida at Large (Seal)
My Commission expires:

MAP SHOWING BOUNDARY SURVEY OF LOT 25 BLOCK - AS SHOWN ON MAP OF PONTE VEDRA SHORES WEST

AS RECORDED IN MAP BOOK 14 PAGE 34735 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.;
(UNIT 2501) FIRST COAST TITLE



SURVEY MAP AMENDED 5-22-82 TO INCLUDE COURSES SHOWN ON SURVEY BY CLARK & SON, INC. LEGAL DESCRIPTIONS FURNISHED SEPARATELY.
RECERTIFICATION SURVEY 7-13-87 ADDED PERCHES, JO CHANGES 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 N° 125147-0163 D FOR ST. JOHNS COUNTY, FLORIDA, DATED SEPT. 18, 1985
FINAL SURVEY 5-27-80 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 MANDALINA SLAB DWELLING
 IS LOCATED UPON SAME AS SHOWN AND THAT THERE ARE NO ENCROACHMENTS UPON
 SAID LOT
 SIGNED JANUARY 18, 1984
 SCALE: 1" = 30'

CLARSON AND ASSOCIATES, INC.
 1843 MALDO AVE. JACKSONVILLE, FLA. 32207
 REGISTERED SURVEYOR NO. 2361 FLA.

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

SOUTHSIDE BLUEPRINT SERVICE

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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3-2-92 5347
Wm + Ret: Theodore W. Buchter
3530 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 6th 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

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:

- (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.

(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

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

meeting.

O.R. 972 PG 0517

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

- (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

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.
- (5) 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 which 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.

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.



Corporate Seal

Alice J. Costeira
Alice J. Costeira, President

Amanda Z. Smith
Amanda Z. Smith, Secretary

Signed, sealed and delivered in the presence of:

Theodor W. Buchtar
Witness Theodor W. Buchtar

Donna R. Smith
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 E. 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.



Donna R. Smith
Notary Public Donna R. Smith
Commission No. 638714

My Commission Expires NOTARY PUBLIC, STATE OF FLORIDA
~~MY COMMISSION EXPIRES: JAN. 12, 1993~~
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Recorded in Public Records
St. Johns County, FL
Clerk # 92001299
J.R. 922 PG 162
Recording \$.00
Purchase \$.00
Doc Stamp \$.00
Int Tax \$.00
15:14
01-16-92

IN RE: ESTATE OF

MARY GRIMES HILLEGASS,

Deceased.

IN THE CIRCUIT COURT IN AND
FOR ST. JOHNS COUNTY, FLORIDA

PROBATE DIVISION

FILE NUMBER: 92-25CP

DIVISION: P

FILED JAN 16 1992
CARL "BUD" MARKEL
CLERK CIRCUIT COURT
EX-OFFICIO CLERK
PROBATE COURT

BY: *Carla Nickle*
DEPUTY CLERK

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, MARY GRIMES HILLEGASS, a resident of St. Johns County, Florida, died on October 19, 1991, owning assets in the State of Florida, and


WHEREAS, WILLIAM G. HILLEGASS and MICHAEL HILLEGASS have been appointed co-personal representatives of the estate of the Decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare WILLIAM G. HILLEGASS and MICHAEL HILLEGASS to be duly qualified under the laws of the State of Florida to act as co-personal representatives of the estate of MARY GRIMES HILLEGASS, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the Decedent; to pay the debts of the Decedent as far as the

Paper No. 12 Case No. 92-25CP

assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

WITNESS my hand and the seal of this Court this 16 day of Jan, 1992.


CIRCUIT JUDGE

Insk: Grantee
Rec (3) 1300 + 200
Doc .60

Public Records
Doc. # 20001300
Date 01-16-92
Page 13-00
Surcharge 2.00
Doc. Stamp 0.60
15-17
01-16-92

THIS WARRANTY DEED made this 16th day of January 1992, by ROBERT T. HELD, individually and as General Partner on behalf of DARCY PARTNERSHIP, LTD., a limited partnership; BODEE DEVELOPMENT CORPORATION, a corporation, hereinafter called the grantor, to PRAIRIE CREEK PROPERTY OWNERS' ASSOCIATION, a Florida corporation, whose post office address in 1000 Osceola Trail, Prairie Creek, St. Augustine, Florida 32086, hereinafter called the grantee. RE 136 801-0020

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

WITNESS: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that contain land situate in St. Johns County, Florida, viz:

PROPERTY AS DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

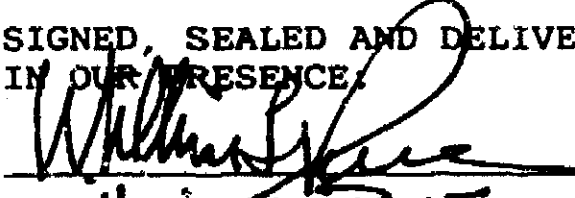
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple, however: In the event Tract B or any portion thereof is ever sold, transferred, or otherwise conveyed to any person, party, corporation ~~or other entity, with the exception of the Bodee Development Corporation~~, the ownership of said Tract B in its entirety will automatically revert to Bodee Development Corporation

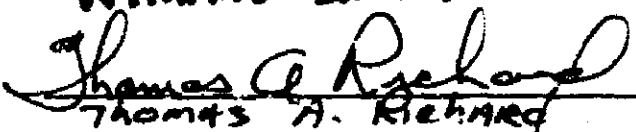
AND the grantor covenants with the said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1991.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

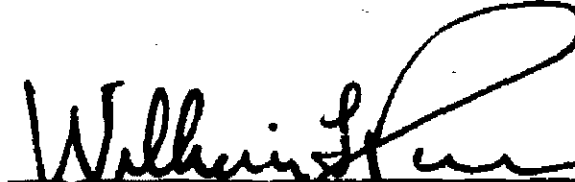
SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE.


William L. Pace

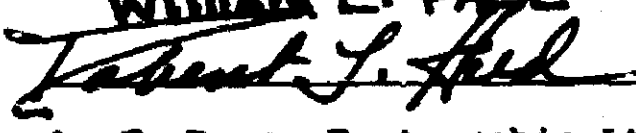


Robert T. Held


Thomas A. Richard
As to Robert T. Held

3270 KINGS ROAD
OAKBROOK,
ST. AUGUSTINE, FL. 32086


William L. Pace

DARCY PARTNERSHIP, LTD.,
a Limited Partnership
By: 
General Partner


As to Darcy Partnership Ltd.

Thomas A. Richard

Thomas A. Richard
Thomas A. Richard

BODEE DEVELOPMENT CORPORATION
a Corporation

William L. Pace

By: *Robert T. Held*
Its President

William L. Pace

As to Bodee Development

STATE OF FLORIDA
COUNTY OF ST. JOHNS

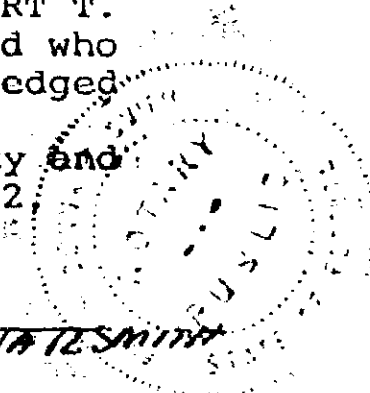
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROBERT T. HELD, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of January, 1992.

Donna R. Smith

Notary Public
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JAN. 12, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission expires



STATE OF FLORIDA
COUNTY OF ST. JOHNS

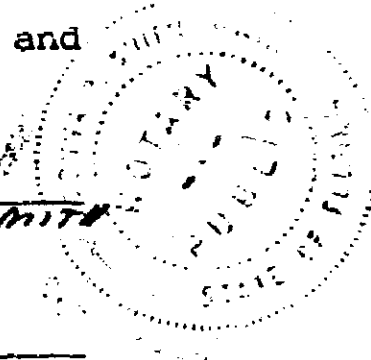
I HEREBY CERTIFY that on this day, before me, an office duly authorized in the State and County aforesaid to take acknowledgement, personally appeared ROBERT T. HELD, as General Partner of DARCY PARTNERSHIP, LTD., a limited partnership, to me know to be person described in and who executed the foregoing instrument and he acknowledged before me he executed the same as such officer being thereunto duly authorized.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of January, 1992.

Donna R. Smith

Notary Public
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JAN. 12, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission expires



STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before, me an office duly authorized in the State and County aforesaid to take acknowledgement, personally appeared Robert T. Held, As President of Bodee Development Corporation, a ccorporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me he executed the same as such officer being thereunto duly authorized.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of January, 1992.

Donna R. Smith

NOTARY PUBLIC, State & County aforesaid
MY COMMISSION EXPIRES: JAN. 12, 1993.

My Commission expires

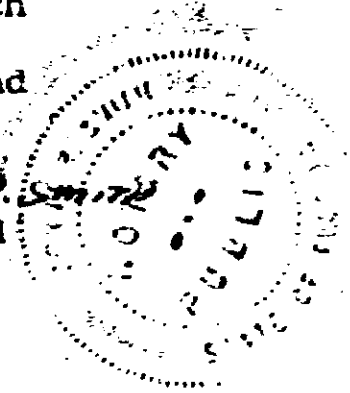


EXHIBIT "A" OF WARRANTY DEED DATED JANUARY 16, 1992

That certain parcel designated as TRACT B lying between Lots 58 and 59 extending from the roadway known as Red Cloud Trail to the northerly edge of the plat as shown in the map of Prairie Creek II as set forth in Map Book 12, pages 65-68 of the public records of St. Johns County, Florida.

SUBJECT TO declaration of Covenants, Conditions and Restrictions as recorded in the official Records Book 300 pages 757-780 of the public records of St. Johns County, Florida.

RE-ASSIGNMENT OF MORTGAGE(S)

KNOW ALL MEN BY THESE PRESENTS, that BROADWAY BANK & TRUST COMPANY, party of the first part, in consideration of the sum of TEN AND NO/100 Dollars (10.00), lawful money of the United States, to it in hand paid by

Dr. Re: McClure
Rec (2) 9004/150

Community projects Inc.
d/b/a Hibiscus at St. Augustine Beach
11A South Route 5
St. Augustine Beach FL 32084

whose address is party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part, those certain indentures of mortgage set forth on EXHIBIT "A" attached hereto and made a part hereof, which encumber various Unit/Weeks Situated in:

Together with the notes or obligations described in said mortgages, and the money due and to become due thereon, with interest from the date hereof.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed this 1st day of March, 1990.

Signed, sealed and delivered in the presence of:

BROADWAY BANK & TRUST COMPANY

Regina Savastano
Regina Savastano
Sharette P. Gordon
Sharette P. Gordon

By *Diana J. Urban*
Diana J. Urban
Vice President

Recorded in Public Records
St. Johns County, FL
Clerk # 92001301
R.R. 922 PG 167
Recording 2.00
Purchase 1.50

STATE OF NEW JERSEY,
COUNTY OF PASSAIC)

15:36
01-16-92

The foregoing instrument was acknowledged before me this 1st day of March, 1990, by Diana J. Urban as, Vice President of BROADWAY BANK & TRUST COMPANY, on behalf of the corporation.

Renee Roewfsaat
NOTARY PUBLIC--My Commission Expires:
RENEE ROEWFSAT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 18, 1990

Prepared By: *Susan De Intinis*

Susan De Intinis
BROADWAY BANK & TRUST COMPANY
100 HAMILTON PLAZA
PATERSON, NJ 07509

MORTGAGOR (S)
Larry Peacock and
Margaret Peacock

UNIT/WEEK

52/202

EXHIBIT A
AMOUNT

5400.00

DATE

August 5, 1986

MORTGAGE O.R.
BOOK/PAGE

715/0069

ASSIGNMENT O.R.
BOOK/PAGE

715/0080

SS 4140

This instrument prepared by
JASON G. REYNOLDS
Post Office Drawer 9670
Daytona Beach, FL 32020

THIS WARRANTY DEED made this 27th day of October, 1987, by ROBERT T. HELD, individually and as General Partner on behalf of DARCY PARTNERSHIP, LTD., a limited partnership; BODEE DEVELOPMENT CORPORATION, a corporation; and MICHAEL T. HELD, hereinafter called the grantor, to PRAIRIE CREEK PROPERTY OWNERS' ASSOCIATION, a Florida corporation, whose post office address is 1000 Osceola Trail, Prairie Creek, St. Augustine, Florida 32086, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESS: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

PROPERTY AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor covenants with the said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1986.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

Marcia Oberman Robert T. Held L.S.
Robert T. Held

Zelma E. Schumate
to Robert T. Held

Marcia Oberman BY: Robert T. Held L.S.
General Partner

Zelma E. Schumate
to Darcy Partnership, Ltd.

RECORDED IN P.L. 8-155
Intangible Tax Pl.
John Kinkel, Clerk St. Johns
BY: CLARENCE

BODEE DEVELOPMENT CORPORATION,
a Corporation

Marcia Thuma

By: [Signature] L.S.
Its President

[Signature]
As to Bodee Development

Marcia Thuma

[Signature] L.S.
Michael T. Held

[Signature]
As to Michael T. Held

STATE OF Florida ; COUNTY OF Broward ::

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT T. HELD, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of October, 1987.

[Signature]
NOTARY PUBLIC, State & County aforesaid
My commission expires Jan. 18, 1988

STATE OF Florida ; COUNTY OF Broward ::

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT T. HELD, As General Partner of DARCY PARTNERSHIP, LTD., a limited partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me he executed the same as such officer being thereunto duly authorized.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of October, 1987.

[Signature]
NOTARY PUBLIC, State & County aforesaid
My commission expires Jan. 18, 1988

STATE OF Florida ; COUNTY OF Broward ::

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL T. HELD, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of October, 1987.

[Signature]
NOTARY PUBLIC, State & County aforesaid
My commission expires Jan. 18, 1988

STATE OF Florida; COUNTY OF Broward ::

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert T. Held As President of SOPEE DEVELOPMENT CORPORATION, a corporation, to be known to be the person described in and who executed the foregoing instrument and he acknowledged before me he executed the same as such officer being thereunto duly authorized.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of October, 1987.

Pauline B. Lucy
NOTARY PUBLIC, State & County aforesaid
My commission expires Jan. 18, 1988



EXHIBIT "A"

PARCEL ONE:

That part of Government Lot 1 in Section 11, Township 8 South, Range 29 East, St. Johns County, Florida:

More particularly described as follows:

Begin at a point on the North line of said Section 11, Township 8 South, Range 29 East, 250 feet Westerly of the Northeast corner thereof for a Point of Beginning and thence run Southerly for a distance of 550 feet more or less to the Northwest corner of Section 37, Township 8 South, Range 29 East, thence Easterly along the North line of said Section 37, 400 feet more or less to the intersection of the East line of Section 11; thence run Northerly along the East line of said Section 11 to the Northeast corner thereof; thence run Westerly along the North line of Section 11 for a distance of 250 feet to the Point of Beginning.

ALSO -

That part of J. B. Reyes Grant or Section 37, Township 8 South, Range 29 East, St. Johns County, Florida:

More particularly described as:

For a Point of Beginning, commence at the Northwest corner of Section 37, also known as J. B. Reyes Grant, of Township 8 South, Range 29 East, and run Southerly along the West boundary of said Section 37, a distance of 2550 feet more or less to the South line of Section 37, also being known as Moultrie Creek, thence meander along said South boundary of Moultrie Creek to a point being 280 feet East of the West line of Government Lot 10, Section 12, Township 8 South, Range 29 East when measured at right angle to West line of said Government Lot 10; thence run Northerly for a distance of 2650 feet more or less to the Southwest corner of Government Lot 3, Section 12, Township 8 South, Range 29 East; thence run Westerly 400 feet more or less to the Northwest corner of Section 37 and Point of Beginning.

SUBJECT TO the terms and conditions of that certain Right of Way Agreement recorded in Official Records Book 247, page 209, of the public records of St. Johns County, Florida, on January 29, 1974.

In the event that the grantee herein should ever devote all or a portion of the property described in Parcel One to other than recreational or green belt uses, then that property shall revert to the grantors herein.

PARCEL TWO:

That portion of Tract A, according to the plat of Prairie Creek recorded in Plat Book 12, pages 54 through 57 of the public records of St. Johns County, Florida, lying west of Moultrie Creek being otherwise described as Tract A, Prairie Creek, according to the plat above described less and except the land described in the instrument recorded in Official Records Book 340 page 754.

SUBJECT TO Declaration of covenants, easements and restrictions as recorded in the Official Records Book 296, page 601, in the St. Johns County Public Records.

PARCEL THREE:

That certain roadway designated "Lone Wolf Trail" in the map of Prairie Creek III, as set forth in Map Book 13, pages 92-95 of the public records of St. Johns County, Florida, including that portion of the roadway lying between Lots 119 and 120 of the plat and extending to the easterly edge of the plat and that portion lying between Lots 88 and 130 of Prairie Creek III and extending to the northerly edge of the plat.

PARCEL FOUR:

That certain roadway known as "Red Fox Trail" shown in the map of Prairie Creek III, as set forth in Map Book 13, pages 92-95 of the public records of St. Johns County, Florida, from the point where it intersects the easterly line of Lots 129 and 130 of said Prairie Creek III and extending to the point where it intersects with the easterly line of Lot 7 (also the westerly line of Lot 8) as the same is depicted in the plat of Prairie Creek IV as the same is recorded in Map Book 14, pages 13-15 of the public records of St. Johns County, Florida.

All the foregoing parcels are subject to covenants, easements and restrictions of record and to taxes for the year 1987 and subsequent years.

FEB 22 PM 2-52

Carl E. ...
CLERK OF DISTRICT COURT

State of Florida



Department of State

I certify from the records of this office that a corporation was organized under the laws of the State of Florida, filed on February 13, 1976, and that Articles of Amendment were filed on September 18, 1986, changing its corporate name from MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC. to PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

The document number of this corporation is 734963.

I further certify that said corporation has paid all fees due this office through December 31, 1986, and its status is active.

FILED AND RECORDED IN
PUBLIC RECORDS OF
STATE OF FLORIDA

1986 DEC 30 AM 11:49

Carl "Bud" Kuehl
CLERK OF COURT

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of December, 1986.



CR2002 (10-85)

George Firestone
Secretary of State

This Warranty Deed Made the 8th day of March A. D. 1977 by MAIDEN PARTNERSHIP, LTD., a limited partnership, authorized to do business in the State of Florida, hereinafter called the grantor, to

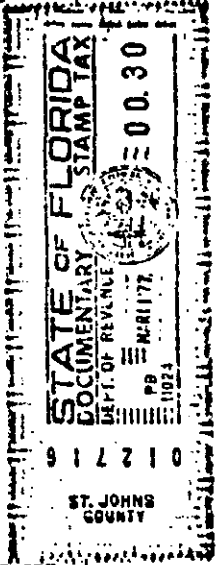
MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation authorized to do business in the State of Florida, whose postoffice address is Post Office Box 1197, St. Augustine, Florida 32084, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00--- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

Tracts C and D, and Red Cloud Trail, PRAIRIE CREEK II, as recorded in Map Book 12, pages 65-68, of the current public records of St. Johns County, Florida, and

Oceola Trail and Crazyhorse Trail, PRAIRIE CREEK, as recorded in Map Book 12, pages 54-57, of the current public records of St. Johns County, Florida.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1976.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence: MAIDEN PARTNERSHIP, LTD.
Barbara D. Cunningham *Terry W. Pacetti*
Partner General Partner

STATE OF FLORIDA
COUNTY OF ST. JOHNS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared TERRY W. PACETTI, General Partner of Maiden Partnership, Ltd., a limited partnership,

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of March 1977.

Notary Public in and for the State of Florida
My Commission Expires: 2-23-80
Notary Public My commission expires:

SPACE BELOW FOR RECORDING USE
FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
MAR 11 4 48 PM '77
Clerk (John H. ...)
THIS INSTRUMENT WAS PREPARED BY:
Raymond J. Sweeney, Jr.
120 EAST ADAMS STREET
JACKSONVILLE, FLORIDA 32202

87 9447

Documentary Tax Pd. \$135.45
\$6.85 Interest Tax Pd.
Carl "Bud" Markel, Clerk St. Johns
County By C. E. ... D.C.

O.R. 740 PG 1961

[Space Above This Line For Recording Data]

THIS INSTRUMENT WAS PREPARED BY
CATHY STRICKLAND
AN EMPLOYEE OF:
DUVAL FEDERAL SAVINGS & LOAN
ASSOCIATION OF JACKSONVILLE
4019 BOULEVARD CENTER DRIVE
JACKSONVILLE, FLORIDA 32207

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 31, 1987. The mortgagor is Reginald M. Davis and Elizabeth L. Davis, his wife ("Borrower"). This Security Instrument is given to Duval Federal Savings and Loan Association of Jacksonville which is organized and existing under the laws of the United States of America and whose address is Post Office Box 10500 Jacksonville, Florida 32247 ("Lender").

Borrower owes Lender the principal sum of Ninety Thousand Three Hundred Dollars & NO/100 Dollars (U.S. \$ 90,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2002.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in St. Johns County, Florida:

As described in EXHIBIT 'A' attached hereto, and, by this reference made a part hereof.

Subject to covenants, restrictions, agreements, and easements set forth in plat recorded in O.R. Book 587, page 751, and in instruments recorded in Official Records Book 629, page 422, and in Official Records Book 568, page 1082, public records of St. Johns County, Florida, any violation of which, whether now existing or hereafter occurring, shall at the option of the Mortgagee, its successors or assigns, constitute a default under the terms of this Mortgage and the obligation secured thereby for all purposes.

This mortgage securing an obligation in the amount of \$90,300.00 is refinancing an existing mortgage recorded in ORV 674, page 1974 of the public records of St. Johns County, Florida, upon which a nonrecurring tax has been previously paid, with the original mortgagor of said mortgage being the mortgagor under this mortgage. Therefore, pursuant to Florida Statutes 199.145, additional nonrecurring tax is due in the amount of \$6.85, which represents the excess by which the amount of the obligation secured by this mortgage exceeds the sum of \$86,874.55, which is the amount of the present balance of the mortgage being refinanced plus the accrued but unpaid interest due thereon as of the date hereof.

which has the address of 6100 Ala South, Un. 218 St. Augustine, Florida 32084 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

DUVAL FEDERAL SAVINGS AND LOAN
4019 BOULEVARD CENTER DRIVE
JACKSONVILLE, FLORIDA 32207
ATTN: CLOSING DEPARTMENT

PRINTED

2020

135.45
6.85
2nt

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or, if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinststate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinststate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
Reginald M. Davis (Seal)
-Borrower

[Signature]

[Signature]
Elizabeth L. Davis (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA,

Clay County ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared
Reginald M. Davis and
Elizabeth L. Davis, his wife

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

WITNESS my hand and official seal in the county and state aforesaid this 31 day of March 19 87

My Commission expires: 10/31/88

(Seal)

[Signature]
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 31, 1988

EXHIBIT A

Unit 218, of SEA HAVEN CONDOMINIUM, Phase II, a Condominium, according to the Declaration of Condominium dated June 3, 1983 and recorded in Official Records Book 587, page 751, and the Amendment to Declaration of Condominium of SEA HAVEN Condominium, recorded February 27, 1984 in Official Records Book 629, page 422 all of the public records of St. Johns County, Florida. TOGETHER WITH any and all riparian rights thereunto appertaining.

SUBJECT to an easement for access to the beach for the use and benefit of SEA HAVEN Condominium, Phase I, as set forth in Declaration of Condominium recorded in Official Records Book 587, page 751, of the public records of St. Johns County, Florida.

SUBJECT to an easement for access and utilities for the use and benefit of SEA HAVEN Condominium, Phase III, as set forth in the Declaration of Condominium recorded in Official Records Book 587, page 751, public records of St. Johns County, Florida.

CONDOMINIUM RIDER O.R. 740 PG 1966

THIS CONDOMINIUM RIDER is made this 31 day of March 1987 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Duval Federal Savings and Loan Association of Jacksonville (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 6100 AlA South, Un. 218 St. Augustine, FLORIDA 32084 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: SEA HAVEN CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project, (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 7.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

FILED IN PUBLIC RECORDS

1987 APR 10 AM 10 43

Paul ... Clerk of Court

Reginald M. Davis (Seal) -Borrower

Elizabeth L. Davis (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Sign Original Only)

. 85 27960

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PAGE 411

SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF
MOULTRIE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

A Special Meeting of the Board of Directors of Moultrie Creek Property Owners' Association, Inc. was held at the offices of the Association on the 25th day of April, 1983, at 10:00 A.M. Directors Robert T. Held, Michael J. Held, Ray C. McCall and Williams L. Pace were present, constituting a quorum for the purpose of conducting all business appropriately before the meeting.

The President called the meeting to order and advised the Board that this Special Meeting was called for the full purpose of discussing the zoning on Prairie Creek IV to one-half acre lots and to further discuss the use of the 161 acres commonly known as Prairie Creek V.

After thorough discussion, it was suggested that the new areas of Prairie Creek be known as OAKBROOK OF PRAIRIE CREEK. The Board had previously approved the name SHADOW WOOD as the commonly known name of Prairie Creek III. The use of the name SHADOW WOOD has had great acceptance by the Stockholders.

The President further acknowledged the appreciation of the Board, for the purpose of being recorded in these minutes, the number of resident Stockholders of the Moultrie Creek Property Owners' Association, Inc. who appeared and spoke on behalf of the zoning for Prairie Creek IV and V ("OAKBROOK"). Special thanks being given to Ed Taylor of 17 Crazy Horse Trail who made an eloquent speech in favor of Prairie Creek's Oakbrook section.

The following motions were made, seconded and carried:

1. That Prairie Creek IV, consisting of one-half acre tracts, shall have full ingress and egress to all streets lying within Prairie Creek I, II and III. These lots shall have a minimum square footage of 1,500 square feet of heated and cooled area and shall pay a monthly assessment fee that would equal one-half those charged by the Moultrie Creek Property Owners' Association, the reason being that these lots are one-half the size of other Prairie Creek lots.

2. The 161 acres commonly known as Prairie Creek V ("OAKBROOK") consists of approximately 350 lots. This area shall have full ingress and egress to those streets lying within Prairie Creek I, II, III, and IV. These lots shall have a minimum square footage of 1,500 square feet of heated and cool area, and shall pay the monthly assessment fee as established by the Moultrie Creek Property Owners' Association for one-half acre lots.

3. At the declarant's option in the future, prior to connecting with any streets lying within Prairie Creek I, II or III, the declarant may elect to either delete Prairie Creek IV or the 161 acres of Prairie Creek V, or any portion thereof so long as it does not connect to any streets within the remaining Prairie Creek portions of the subdivision. The declarant may elect to utilize a separate entrance (Old Kings Road), and have a separate subdivision apart and disconnected from that portion of Prairie Creek operated by Moultrie Creek Property Owners' Association. This election shall be solely at the option of the declarant or its assigns.

4. The approximate thirty-two acres lying north east of Osceola Trail, inside the Wildwood Road Entrance of Prairie Creek shall be a part of Prairie Creek and shall pay an assessment fee, after a lot plat is recorded, equal to those assessed by the Moultrie Creek Property Owners' Association for every other one acre lot; and shall be entitled to full access for ingress and egress over all streets within the Prairie Creek subdivision.

5. That the Association herewith acknowledges the intent of the declarant in regard to the use of Prairie Creek IV and V and the 32 acres lying south end west of Prairie Creek I and II.

There being no further business to come before the Board, the meeting was adjourned.

[Signature]
 RAY C. McCALL, SECRETARY

1985 DEC 31 PM 1:28

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

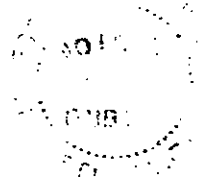
[Signature]
 CLERK OF COUNTY COURT

BEFORE ME, the undersigned authority, personally appeared RAY C. McCALL, who after being duly sworn did depose and say that he has read the foregoing and that he affixed his signature thereto for the purposes described therein.

WITNESS my hand and official seal this 26th day of April, 1983.

[Signature]
 ROSALIND B. LUCY
 NOTARY PUBLIC, State of Florida

MY COMMISSION EXPIRES:
 NOTARY PUBLIC STATE OF FLORIDA
 My commission expires 1984
 Broward County, Florida



RECORD AND RETURN →

PREPARED BY:

R.G. LUBBERS, JR., LAWYER
P.O. BOX 5828
FORT LAUDERDALE, FLA 33310

85 22354

ASSIGNMENT OF DEVELOPER'S RIGHTS

OFF 686 FILE 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 Maultrie 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.

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: *[Signature]*
Vice President

DARCY PARTNERSHIP LIMITED, a Florida Limited Partnership

BY: *[Signature]*
General Partner

[Signature]
ROBERT T. HELD, SR.

[Signature]
MICHAEL J. HELD

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.

(Notarial Seal)

Jean Lutes
Notary Public, State of Florida
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.

(Notarial Seal)

Jean Lutes
Notary Public, State of Florida
MY COMMISSION EXPIRES: May 29, 1983

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made this 7th day of November, 1980 by and between Bodee Development Corporation, a Florida corporation, hereinafter Bodee, and Maiden Partnership Ltd., a Florida limited partnership, hereinafter Maiden, in St. Augustine, St. Johns County, Florida.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Bodee has on even date herewith acquired from Maiden that certain residential subdivision development known as Prairie Creek together with all adjoining unplatted lands, marshlands, and other lands; and

WHEREAS, Bodee desires to purchase and Maiden desires to sell Maiden's interest as the sole Class B voting membership of the Moultrie Creek Property Owners Association, a Florida corporation not for profit; and

WHEREAS, as such, Bodee will be the successor in interest to Maiden as the developer of the subdivision and therefore accedes to the power, position and ability to be able to comply with covenants, conditions and restrictions set forth in the Declarations of Covenants, Conditions and Restrictions recorded at Official Records Volumes 296, 300, 419, and 452, at pages 601, 757, 470 and 520, respectively; and

WHEREAS, Maiden has made representations and warranties respecting the pavement and dedication of streets and right of ways contained within the subdivision as well as the future dedication of common recreational lands to the lot owners and property owners association of the subdivision, as particularly set forth below; and

WHEREAS, Maiden, as a condition prerequisite to the conveyance of all its land, stock, and voting rights, now owned by it to Bodee, requires the undertaking and assumption of such agreements directly by Bodee; and

WHEREAS, the parties are mutually desirous of setting forth their agreements and understands respecting such undertakings,

NOW, THEREFORE, in consideration of the sum of \$10.00 in hand paid Maiden by Bodee, the receipt and sufficiency which is acknowledged, and of the performance of the covenants, conditions and promises as hereinafter set forth, the parties do covenant and agree as follows:

1. ASSUMPTION OF LIABILITIES: Bodee heretofore expressly assumes and agrees 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 covenants and warrants that it will perform all obligations set forth in the Articles of Incorporation and Bylaws of the Moultrie Creek Property Owners Association respecting the Class B membership thereof.

2. HOLD HARMLESS: Bodee will save and hold Terry W. Pacetti, individually, and Maiden Partnership, Ltd. free from any loss or liability which arises out of any breach of any duty occurring hereafter which is imposed on Maiden Partnership by virtue of the Declarations of Covenant, Conditions, and Restrictions, above described, the Articles of Incorporation, or the Bylaws of the Moultrie Creek Property Owners Association.

*Phase return to:
John J. Mikals
3525 Independent St.
Jacksonville, Florida 32202*

*Prepared by:
George J. Ellis Jr.
P.O. Box 40011
Jacksonville, Florida 32203*

3. TRANSFER OF INTEREST: Maiden does hereby alienate, convey, transfer, assign, and transfer to Bodee all its right, title and interest in and to its Class B voting membership of the Moultrie Creek Property Owners Association, a Florida corporation not for profit.

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

Signed, sealed and delivered in the presence of:

BCDEE DEVELOPMENT CORP.

[Signature]
Witnesses

By: F. J. Heed V.P.

MAIDEN PARTNERSHIP, LTD.

[Signature]
Witnesses

By: Terry W. Pacetti
Terry W. Pacetti,
Its General Partner

STATE OF FLORIDA
Broward
COUNTY OF ~~ST. JOHNS~~

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Robert 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 the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of November, 1980.

(Notarial Seal)

[Signature]
Notary Public

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 29 1983
BONDED thru Central Ins. Underwriters

STATE OF FLORIDA
Broward
COUNTY OF ~~ST. JOHNS~~

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Terry W. Pacetti, as General Partner of MAIDEN PARTNERSHIP, LTD., who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of said limited partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of November, 1980.

(Notarial Seal)

[Signature]
Notary Public

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 29 1982
BONDED thru Central Ins. Underwriters

VERIFIED BY
[Signature]

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

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 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 "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.

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, 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 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 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

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 4.0i. 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 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 c

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

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.

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 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 a 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 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.

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 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

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.

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,

Terry W. Pacetti Jr
Raymond J. Purceno

MAIDEN PARTNERSHIP, LTD.

By *Terry W. Pacetti*
TERRY W. 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 April, A.D. 1976.

Raymond J. [Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: January
1-21-80

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

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

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.

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

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 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,

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

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;

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 requests 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. Augustine Office Building, U. S. Highway #1 South, St. Augustine, Florida.

ARTICLE VII

FINANCES

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

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

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,

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 PM '76

Oliver L. ...
CLERK CIRCUIT COURT