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BK0488 PGO409

This instrument prepared by:
Ben Bates, Jr.
P. O. Drawer "C", Palatka, FL. 32977

OFFICIAL RECORDS

RESTRICTIONS - POINT WEST SUBDIVISION

STATE OF FLORIDA, COUNTY OF PUTNAM

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned is the Owner of the property situate in Putnam County, Florida, more particularly described as follows, to-wit:

POINT WEST SUBDIVISION, Lots 1 - 15 as recorded in Plat Book 6, Page 45 of the Public Records of Putnam County, Florida.

AND, WHEREAS, as Owner of the above described property, the undersigned, also known herein as Developer, is desirous of placing Restrictions on the use of said property;

NOW THEREFORE THESE PRESENTS WITNESSETH: That the undersigned, as Owner and Developer of the above described property, in consideration of the fact that the Owner wishes to sell the properties to others in individual lots and to restrict the lots as the same are sold, and for good and other valuable considerations, does herein and hereby covenant and agree for himself, his successors, assigns and legal representatives, that as to all of the land encompassed within the above described Point West Subdivision, the following Restrictions are hereby placed:

1. ALL LOTS: Shall be developed and used for single family residences, with no more than one residence with attached or semi-detached accessory-garage building or carport per lot.
2. DENSITY CONTROL: The following yard, density, and height of building requirements shall be minimums for all lots:
 - (A) Minimum front yards: 30 feet.
 - (B) Minimum side yards: 20 feet from either property line.
 - (C) Minimum rear yard: 30 feet
 - (D) Minimum required living area: 1500 square feet.
 - (E) Maximum lot allowable coverage: 20 percent.
 - (F) Maximum structure height: 35 feet.

3. SITE PREPARATION WORK: (1) No lot shall be graded in such a fashion as to substantially vary from the grade line of adjoining lots, and no fill or other change of grade shall be permitted which will increase the flow of drainage water onto any other lot beyond the present natural drainage flow thereon. (2) Every effort shall be made to minimize removal to trees and foliage. (3) All site plans shall be approved by the Building Committee before commencement of any clearing or other site preparation work.

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4. ACCESSORY BUILDINGS: No structure shall be erected on any lot except a residence and garage. A garden house or tool house shall be permitted as long as the same complies with the general character of the development. Any tool house or building used in construction shall be removed immediately upon completion.

5. MISCELLANEOUS ITEMS:

- (A) No trailer, basement, tent, shack, garage or other building except the residence itself, erected on any lot shall be at any time used as a residence, either temporarily or permanently, nor shall any type of temporary residence be permitted.
- (B) All plans for site work and construction shall be reviewed by Developer and two appointees which shall comprise the Building Committee. Said committee shall have authority to accept, reject, and offer variations to all plans submitted within ten days of submission of plans by lot owner. Appointees shall be named by the Developer.
- (C) No building may be moved onto any lot. Any building erected on said property shall comply with the building code of Putnam County, Florida, and shall also comply with the general character of the development area.
- (D) No permanent trash or garbage receptacle shall be placed visible to the street, unless such receptacle is completely buried underground.
- (E) No one-story dwelling shall be built on any lot in the addition having ground floor square feet area of less than 1500 square feet exclusive of open or semi-open breezeway and garage. No two-story split level dwelling shall be built on any lot in this addition having a ground floor square feet of less than 1200 square feet.
- (F) No fence, wall or hedge shall be permitted in front of any building line more than four feet in height. No fence shall be erected without approval of Building Committee.

6. OTHER STRUCTURES: The following buildings, structures and objects may be erected and maintained on the lot only if the same are located wholly within the yard rear of the main dwelling, and at least 25 feet away from any street; pens, yards, and houses for pets, above-ground storage or construction materials, wood, coal, washing and drying equipment, laundry rooms, tool and workshops, servants quarters, garbage and trash cans, detached garages, hothouses, greenhouses, guesthouses, bathhouses, tennis courts, children's playhouses, summer houses, outdoor fireplace, barbeque pits, swimming pools or installation in connection therewith. Utility yard wall or fence shall not exceed five (5) feet in height without the approval of the Building Committee. Air conditioning units may be installed at the side of the residence provided the noise from same will not disturb their neighbors. Each such unit must be adequately and ornamentally screened.

7. GARAGES AND CARPORTS: Shall be located so that doors and entrances thereto shall not be visible from any road on which the building plat abutts.

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8. COMPLETION OF COMMENCED CONSTRUCTION. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Building Committee must be completed within (8) months after the start thereof unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. During the construction of any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding.

9. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of said land, nor shall anything be permitted or done, thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto.

10. NO WHEELED VEHICLES OR BOATS shall be parked to front or side of any lot as a permanent or semi-permanent placement while said vehicle is not in use.

11. An Easement fifteen feet in width is reserved along each lot line for the necessary construction and maintenance of utilities, power lines and drainage.

12. NO OCCUPANCY SHALL BE ALLOWED for any residence until such time as outside finish for said structure has been completed including painting and staining as necessary and home has received approval for final inspection and certificate of occupancy from County Building Inspector.

13. ANIMALS: Regardless of any future change in zoning, no animals other than house pets shall be allowed on property.

14. DEVELOPER MAY CORRECT VIOLATIONS OF RESTRICTIONS Wherever there shall have been built or there shall exist on any building plot any structure, building, thing, or condition which is in violation of these covenants and restrictions, the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct, or remove, the same, all at the expense of the owner of such property, which expense

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shall be payable by such Owner to the Developer, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer liable in any way for any damages on account thereof.

15. AMENDMENTS OR ADDITIONAL RESTRICTIONS. Until all lots are sold, the Developer reserves and shall have the sole right, (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing and ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any single building plot from any part of the covenants and restrictions which have been violated if the Developer in his sole judgement, determines such violation to be a minor or insubstantial violation.

16. LEGAL ACTION ON VIOLATION. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer or any person or persons owning any lot on said land, (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, his successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed severable and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

17. ANY CULVERT installed shall be headwalled with concrete.

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18. SUBDIVISION STREET LIGHTING. This subdivision has been designed to include a subdivision street lighting system. A monthly charge will be added to the residential electric bills which will produce a revenue for this service.

19. EARTH EXCAVATION MATERIAL CANNOT BE REMOVED from the premises of this development. Any excess earth must be deposited at a site designated by the Developer of this property.

20. GRASS AND WEEDS shall be kept mowed and rubbish and other unsightly objects shall not be allowed upon the premises.

21. All of the above covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1993, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then Owners of the lots it is agreed to change said covenants and restrictions in whole or in part.

22. Any T.V. Antenna to include all satellite dishes must be approved by the building committee and any dishes or satellites can not be visible from the street.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal this

2nd day of June, 1986.

FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FL

Signed, Sealed and Delivered

062952

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in the presence of:

[Signature]
[Signature]

[Signature]
CHARLES H. HOOD
[Signature]
CHARLES B. BATES, JR.

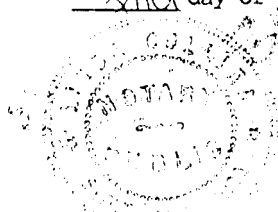
STATE OF FLORIDA,

COUNTY OF PUTNAM.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARLES H. HOOD and BEN BATES, JR., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this

2nd day of June, 1986.



Notary Public, State of Florida
My Commission Expires Apr. 2, 1990
Bonded by Western Surety Company

[Signature]
NOTARY PUBLIC



CLAY ELECTRIC COOPERATIVE
DISTRIBUTION RIGHT-OF-WAY EASEMENT

Point West/Palatka

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Grantors, (whether one or more) PGO 276

Charles H. Hood, and

Ben Bates, Jr.

P. O. Drawer C

Palatka, Florida 32077

OFFICIAL RECORDS

In consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement thirty feet in width over, under, upon and across the lands and real property situate, lying and being in the County of Putnam, State of Florida, more particularly described as follows:

Point West Subdivision: A part of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14, Township 10 South, Range 26 East as recorded in Map Book 6, Page 45 of the Official Records of Putnam County, Florida.

An easement thirty (30') feet in width being fifteen (15') feet on each side of the centerline of a power line. Said centerline is more particularly described as lying parallel to the front/street lot lines and across the northerly part of Lot 1 and the southerly part of Lot 2.

Documentary Tax PD. \$ 50
Certificate # 64-000000 00-01
EDWARD J. BROOKS, Clerk of Circuit Court
By David E. Pascoe

and to construct, operate and maintain an electric distribution line or system, on or under the above described lands; to inspect and make such repairs, changes, alterations, improvements, and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example, and not by the way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, hand holes, transformers, and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubberies that may interfere with or threaten or endanger the operation and maintenance of said line or system; to keep the easement clear of all buildings, structures or other obstructions except citrus trees, low-growing shrubbery and fences that do not otherwise interfere with Cooperative's use of the right-of-way easement; and to license, permit, or otherwise agree to the joint use or occupancy of the lines, system, or, if any of said system is placed underground, of the trench or related underground facilities by any other person, association or corporation.

The undersigned agree that all poles, wires, and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above-described lands. The grantors reserve the right to use the easement conveyed herewith for general farming, citrus grove, or pasture purposes, as long as such use does not interfere with the Cooperative's use of the easement conveyed hereunder.

Grantors agree that this right-of-way easement shall run with the land, and that any abandonment of the use of the easement, or interruption in the use of the right-of-way easement, shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this 25th day of

April, 1986.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Sinda Collier
Witness
Sinda King
Witness

Charles H. Hood (SEAL)
Ben Bates, Jr. (SEAL)

FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FL (SEAL)

STATE OF: Florida 073259

1985 DEC 30 PM 1: 19

COUNTY OF: Putnam

I HEREBY CERTIFY that on this 25th day of April, 1986, before me the undersigned authority, personally appeared Charles H. Hood and Ben Bates, Jr.

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

WITNESS my signature and official seal in said County and State, the date and year last aforesaid.

This instrument prepared by:
Kenneth E. Hinton, Jr. - Clay Electric Co-op. Inc.,
300 Highway 19 No. - Palatka, Fl. 32077

Sinda Collier
Notary Public (Notary Seal)

Notary Public, State of Florida
My Commission Expires: Apr. 2, 1990
By Clay Electric Cooperative