

RESTRICTIVE AND PROTECTIVE COVENANTS
FOR POINT OF WOODS SUBDIVISION

"Section A"

KNOW ALL MEN BY THESE PRESENTS, that DONALD BURNETT and EDWIN L. HILL, the owners of that certain property situated within Putnam County, Florida, more particularly described as follows:

POINT OF WOODS, being an unrecorded subdivision in Putnam County, Florida, and in particular, Section "A" thereof, more particularly described in Exhibit 1 attached hereto and made a part hereof.

are desirous of placing restrictions on the use of said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the parties to this Agreement for and in consideration of the mutual covenants herein contained and the execution of this Agreement, and in further consideration of \$1.00 in hand paid to each of the parties to this Agreement and for other good and valuable considerations do herein and hereby covenant and agree one with the other, for themselves, their heirs, legal representatives and assigns the following restrictions are hereby placed upon said property above described and upon the respective holdings of the undersigned as come within the boundaries of the above described property.

1. These restrictions apply to Lots 1 through 51 inclusive of the attached plat of POINT OF WOODS, Section A.

2. These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under any of said parties hereto, for a period of twenty-five (25) years continuously from the date of the recording of these Restrictive and Protective Covenants. After twenty-five (25) years, these Covenants may be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots and property it shall be agreed to change or discontinue said covenants, in whole or in part.

3. If the parties hereto, or any of them or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.

4. In validation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. The property described herein as Section A is restricted to one (1) primary dwelling per acre of property, which said dwelling or structure must be a conventionally-built home with a minimum of 1400 square feet of heated or cooled living area. Any homes must be single family dwellings and be finished on all four sides; that is, no painted or unpainted concrete block or other unattractive bare substance or material, unfinished or unpainted.

6. All plans for construction and finishing of all dwellings, outbuildings, fencing, landscaping or other improvements whatsoever must be approved in advance in writing by the owners hereto prior to construction, and approval or disapproval may be based solely on aesthetic values. However, approval shall not be unreasonably or arbitrarily withheld.

7. All buildings whatsoever must be set back a minimum of

This Instrument Was Prepared By:
JACKSON BRYAN, Attorney
100 S. Palm Avenue
Palatka, Fla. 32977

83 feet from the centerline of the street or road in front of the property, or at least 50 feet from the front lot line and shall meet all County codes as to building, sanitation, water, etc.

8. All properties in Section A agree to maintain the 33 feet of street easement which was reserved in their Deeds, in a manner acceptable to the above described owners, as well as the community of other property owners in Section A, until such time as the road or street system of Section A is accepted into the County road system for maintenance by Putnam County, Florida.

9. At such time as improvements for street lighting have been made by Clay Electric Co-Operative or other utility, and meters installed, the cost of street lighting will be assessed to the individual residents and property owners by the Clay Electric Co-Operative at the rate of \$.50 per month on each individual lot as shown on the attached plat.

10. All real property and improvements will be maintained in manner acceptable to the community, as determined by the judgment of the owners and the other property owners herein, and such property may be used for residential purposes only.

11. Any vehicle not in use shall not be kept parked or otherwise left on the common streets or roads or in front of the building lines of any lot. Any commercial vehicle habitually kept by any property owner in or on the property which has commercial lettering or signs attached or affixed to the vehicle shall be kept in an area not conspicuous from the streets or other common property.

12. The said EDWIN L. HILL and DONALD BURNETT as owners and grantors, herein reserve the right to release or modify in whole or in part any of these restrictions, or add additional restrictions in any subsequent contracts or deeds, which said additional restrictions or modifications or releases may be consistent with these restrictive and protective covenants.

13. No property owner or purchaser shall erect any barrier to change the natural ground level so as to divert the natural flow of water, and should there be any natural flow of water on, in or about the above described lands at the time of the execution of this instrument, then the Owner reserves an easement of not more than ten (10) feet in width across any of the property and individual lots if necessary to permit the natural flow of water throughout the above lands, but this restriction shall not be used as a means to cause any loss or damage to any property owner or restrict the natural and reasonable use of his property.

The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all the lands in the subdivision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 14th day of DECEMBER, A. D. 1976.

Signed, sealed and delivered
in the presence of:

Jackson Bryan
Marion P. Hart

Edwin L. Hill (SEAL)
Edwin L. Hill

Donald Burnett (SEAL)
Donald Burnett

STATE OF FLORIDA,
COUNTY OF PUTNAM.

I HEREBY CERTIFY that on this day personally appeared before

me, an officer duly authorized to administer oaths and take acknowledgments, EDWIN L. HILL and DONALD BURNETT, to me well known to be the persons described in and who executed the foregoing instrument before me and that they executed the same for the uses and purposes therein expressed.

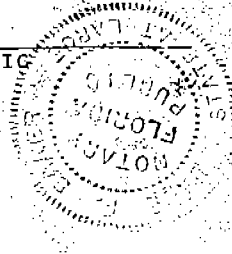
WITNESS my hand and official seal at Palatka, Putnam County, Florida, this 14 day of DECEMBER, A. D. 1976.

My Commission Expires:

Notary Public, State of Florida at large
My Commission Expires March 20, 1979
Bonded by American Fire & Casualty Co.

Dale F. Baker

NOTARY PUBLIC



SCHEDULE 1

NE 1/4 of the SW 1/4, N 1/2 of the SE 1/4 of the SW 1/4 and the West 239 feet of the NW 1/4 of the SW 1/4 of the SE 1/4, all in Section 15, Township 10 South, Range 26 East. EXCEPTING therefrom, the following described parcel, Lot , of Point of Woods, an unrecorded subdivision, and being more particularly described as follows:

Being a part of the N 1/2 of the SE 1/4 of the SW 1/4 of Section 15, Township 10 South, Range 26 East, Putnam County, Florida, and being more particularly described as follows: Commencing at the Northwest corner of the said N 1/2 of the SE 1/4 of the SW 1/4 of Section 15, Township 10 South, Range 26 East, and run thence S 0°25'01" East, a distance of 654.56 feet to a point (said point being the Southwest corner of the N 1/2 of SE 1/4 of SW 1/4 of Section 15, Township 10 South, Range 26 East) thence run N 89°09'42" East and along the South line of said N 1/2 of SE 1/4 of SW 1/4 a distance of 676.5 feet to the Point of Beginning. (1) Thence continue N 89°09'42" East a distance of 196 feet to a point. (2) Thence run N 0°25'01" West a distance of 222.60 feet to a point. (3) Thence run S 89°09'42" West a distance of 196 feet to a point. (4) Thence run S 0°25'01" East a distance of 222.31 feet to the point of beginning and to close. Subject to a non-exclusive easement for road and utilities over the Northerly 33 feet thereof.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

Lot of Point of Woods: A tract of land lying in and being a part of the NE 1/4 of the SW 1/4 of Section 15, Township 10 South, Range 26 East, Putnam County, Florida, and being more particularly described as follows: BEGINNING at the Southeast corner of the said NE 1/4 of the SW 1/4; thence N 0 degs. 39 mins. 53 sec. W and along the East line of the said NE 1/4 of the SW 1/4, 170.00 feet; thence S 89 degs. 04 mins. 29 secs. W, 256.78 feet; thence S 0 degs. 25 mins. 01 secs. E, 169.79 feet; thence N 89 degs. 07 mins. 23 secs. E, 257.52 feet to the point of beginning and to close. Said parcel containing 1.0 acres, more or less and subject to a 33.00 foot easement across the Westerly part thereof for ingress and egress. And Lot of Point of Woods: A tract of land lying in and being a part of the NE 1/4 of the SW 1/4 of Section 15, Township 10 South, Range 26 East, Putnam County, Florida, and being more particularly described as follows: Commencing at the SE corner of the said NE 1/4 of the SW 1/4 of Section 15; thence N 0 degs. 39 mins. 53 secs. W, and along the East line of the said NE 1/4 of the SW 1/4, 170.00 feet to the POINT OF BEGINNING: Thence continue N 0 degs. 39 mins. 53 secs. W, 170.00 feet; thence S 89 degs. 04 mins. 29 secs. W, 256.04 feet; thence S 0 degs. 25 mins. 01 secs. E, 170.00 feet; thence N 89 degs. 04 mins. 29 secs. E, 256.78 feet to the point of beginning and to close. Said parcel containing 1.0 acres more or less, and subject to a 33.00 foot easement across the Westerly part thereof for ingress and egress.

76 DEC 17 PM 4:06

FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.*Robert J. Miller, Jr.*
CLERK OF CIRCUIT COURT

B 93034