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GULLETT TITLE, INC.
(904) 328-5106

RESTRICTIONS

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STATE OF FLORIDA
COUNTY OF PUTNAM

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned are the owners of the property situate in Putnam County, Florida, more particularly described as follows, to wit:

Lots 1 through 56, Tierra Woods, an unrecorded subdivision, being a part of the West 1/2 of the West 1/2 of the SE 1/4 of Section 9, Township 10 South, Range 26 East, Putnam County, Florida, lying Northerly of the Northerly right of way line of State Road #20. Less and Except that part, thereof, lying within the lands described in Official Records Book 431, page 323 and Official Records Book 445, page 600 of the Public Records of Putnam County, Florida.

AND, WHEREAS, as Owners of the above described property, the undersigned, also known herein as Developers and/or Owners, are desirous of placing Restrictions on the use of said property;

NOW THEREFORE THESE PRESENTS WITNESSETH: That the undersigned, as Owners and Developers of the above described property, in consideration of the fact that the Owners wish 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, do herein and hereby covenant and agree for themself, their successors, heirs, assigns and legal representatives, that as to all of the land encompassed within the above described properties, the following Restrictions are hereby placed:

1. USE: All lots shall be developed and used for single family residences, with no more than one residence not to exceed two stories in height with attached or semi-detached accessory-garage building or carport for not more than two cars per lot.

2. DENSITY CONTROL: The following yard, density, and height of building requirements shall be minimums for all lots:

(A) Minimum front yards: 20 feet from front lot line.

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(B) Minimum side yards: 7 1/2 feet from either property line.

(C) Minimum rear yard: 20 feet from rear lot line.

(D) Minimum required living area: The ground floor area of the main structure, exclusive of one-story open porches, carports, and garages, shall be not less than 1100 square feet of heating and cooling area together with no less than 240 square feet of garage or carport area.

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 of trees and foliage. (3) All site plans shall be approved by the Building Committee before commencement of any clearing or other site preparation work.

4. ACCESSORY BUILDINGS: No structure shall be erected on any lot except a residence and garage. No more than one residence shall be constructed on any one lot as platted in the subdivision.

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 Developers 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 Developers.

(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.

(f) No fence, wall or hedge shall be permitted in front of any building line more than four feet in height and nearer to any street than the minimum building set-back line. No fence shall be erected without approval of Building Committee.

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6. 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.

7. 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.

8. 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.

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

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

11. Any T.V. antenna to include all satellite dishes must be approved by the Building Committee and any dishes or satellites receivers cannot be visible from the street.

12. All lots must have either paved or concrete driveways.

13. Landscaping to be a minimum of 2000 square feet of sod and 20 plants.

14. No exterior finish to be painted block or simulated brick or stone.

15. 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 Developers 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

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

16. AMENDMENTS OR ADDITIONAL RESTRICTIONS. Until all lots are sold, the Developers reserve 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 any 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 Developers in their sole judgment, determine such violation to be a minor or insubstantial violation.

17. 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 Developers 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 Developers, their 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

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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 provision herein shall in no wise impair the validity of the remaining restrictions or part thereof.

18. 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 for a period of thirty (30) years, 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.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal this 1st day of September, 1988.

Sarah K. Luster
Valerie N. Pritchard

R. T. Clay
R. T. Clay, Owner/Developer

Sarah K. Luster
Valerie N. Pritchard

Ben Bates, Jr.
Ben Bates, Jr., Owner/Developer

Sarah K. Luster
Valerie N. Pritchard

Matt Mason
Matt Mason, Owner/Developer

Sarah K. Luster
Valerie N. Pritchard

Charles Smith
Charles Smith, Owner/Developer

Sarah K. Luster
Valerie N. Pritchard

Andy Rogero
Andy Rogero, Owner/Developer

Sarah K. Luster
Valerie N. Pritchard

Richard S. Richter
Richard S. Richter, Owner
Diana L. Richter
Diana L. Richter, Owner

Robert L. Baughman
Ben Bates, Jr.

John H. Chaires
John H. Chaires

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STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared R. T. CLAY, SR., 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 1st day of September, 1988.

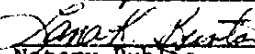

Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 25, 1990
Notarized by SAI LEO Insurance Company of America

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared 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 1st day of September, 1988.

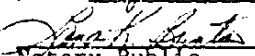

Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 25, 1990
Notarized by SAI LEO Insurance Company of America

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared MATT MASON, 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 5th day of September, 1988.

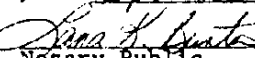

Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 25, 1990
Notarized by SAI LEO Insurance Company of America

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared CHARLES SMITH, 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 5th day of September, 1988.


Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 25, 1990
Notarized by SAI LEO Insurance Company of America

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STATE OF FLORIDA
COUNTY OF PUTNAM

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I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared ANDY ROGERO, 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 _____ day of _____, 1988.

Sandra K. Burton
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 25, 1990
BONDED BY SAFECO Insurance Company of America

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD S. RICHTER and DIANA L. RICHTER, Husband and Wife, 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 20th day of December, 1988.

Sandra K. Burton
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 25, 1990
BONDED BY SAFECO Insurance Company of America

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JOHN H. CHAIRES, 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 12th day of April, 1989.

Sandra K. Burton
Notary Public

My Commission expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 25, 1990
BONDED BY SAFECO Insurance Company of America



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E. J. L. L.