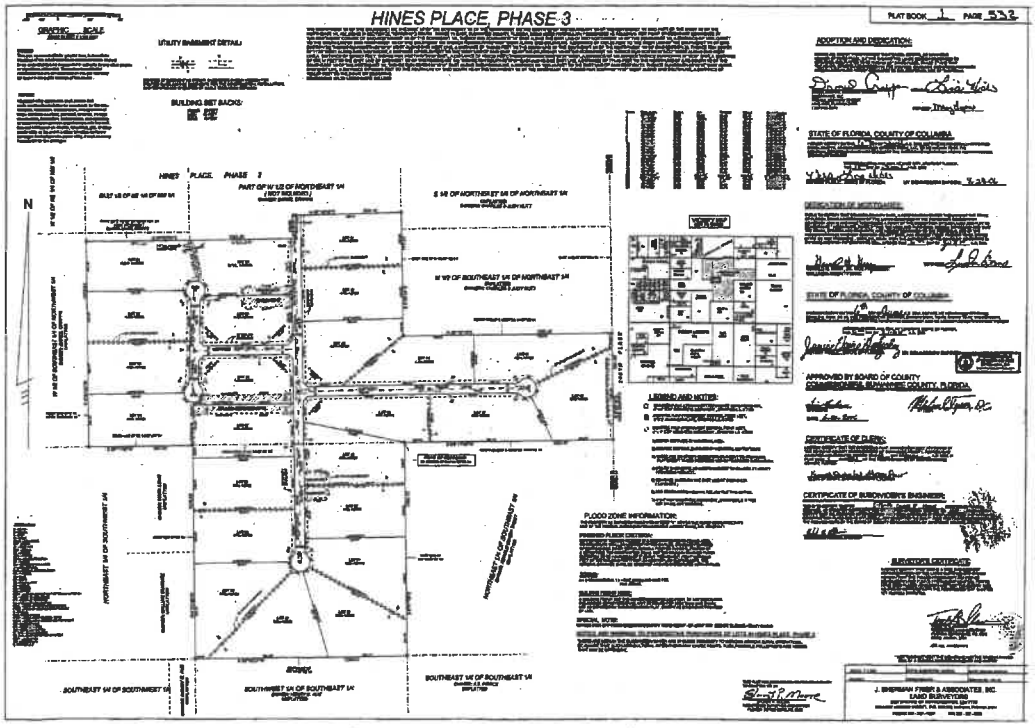


Public Record

Return to: Attention: Lisa Hicks
Daniel Crapps Agency
2806 W. US Hwy 90
Suite 101
Lake City, FL 32055

THIS INSTRUMENT WAS PREPARED BY:
TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

HINES PLACE, HINES PLACE PHASE 2 & HINES PLACE PHASE 3

WHEREAS, Hines Place, LLC, a Florida limited liability company, and DANIEL CRAPPS, Trustee of MITCHELL ROAD TRUST, (herein "Developer"), are the Owners of HINES PLACE, a subdivision according to plat thereof recorded in Plat Book 1, Page 530, HINES PLACE PHASE 2, a subdivision according to plat thereof recorded in Plat Book 1, Page 531, and HINES PLACE PHASE 3, a subdivision according to plat thereof recorded in Plat Book 1, Page 532, of the public records of Suwannee County, Florida, and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting such subdivision, hereby declare that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

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REC NO. 0110600564
FILED AND RECORDED
DATE 08/01/2006 TM 08:19
KENNETH DASHER CLERK
CO:SUWANNEE ST:FL

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise:

A. "Developer" means Hines Place, LLC, a Florida limited liability company, its successors and assigns, and Daniel Crapps, Trustee of Mitchell Road Trust, his successors and assigns.

B. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of any common areas.

C. "Maintenance" shall mean the exercise of reasonable

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care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

D. "Owner" shall mean the record Owner, other than Developer, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

E. "Subdivision" shall mean the subdivided real property hereinbefore described.

F. "Properties" shall mean the land contained in the above entitled Subdivision and any additional parcels of land which may, from time to time, be subject to the provisions of this Declaration by a Supplemental Declaration recorded in the public records of Suwannee County, Florida, or a substantially similar Declaration recorded in said public records.

G. "Dwelling" or "Residence" shall mean an individual single family home.

H. "Common Areas" mean all property (including improvements thereto) owned by the Association for the common use and enjoyment of the Members. It shall include road, access easements, drainage areas, and Surface Water and Storm Water Management Systems.

I. "Surface Water System" means the Surface Water and Storm Water Management System which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and the quality of discharges.

J. "District" means the Suwannee River Water Management District.

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K. "Homeowners Association" means Hines Place Homeowners Association, Inc., a Florida corporation.

ARTICLE II

ARCHITECTURAL CONTROL

1. RESIDENCE SIZE: Only a permanent dwelling shall be permitted on a Lot which contains a minimum of 1,350 square feet of climatized area, excluding any garage space, whether or not climatized. No mobile homes shall be placed on the property. Modular homes are allowed.

ARTICLE III

USE RESTRICTIONS

2. RESIDENTIAL USE: The subject Lots shall be used solely for single family residential Dwellings. A second permanent dwelling for family members is allowed if permitted by County Zoning. The restriction for residential purposes shall not preclude a Lot or a portion thereof from being used for ingress or egress to adjacent property for private purposes. No business or commercial building may be erected on any Lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any Lot, except such signs as may be reasonably required for sale purposes. No more than one Dwelling shall be permitted on any Lot. A Lot may not be subdivided. No outbuildings, recreational vehicles, tents, or any temporary building of any kind shall be used as a residence temporarily or permanently on any Lot. No Lot shall be used for commercial, business, amusement, charitable or manufacturing purposes. Semi-trailers shall not be used as outbuildings or storage units.

3. EASEMENTS: Easements for installation and maintenance of utilities and for ingress and egress thereto are reserved as shown on the Plat. Within these easements, no structure, planting or other material may be placed or permitted to remain if it will interfere with vehicular traffic or prevent the maintenance of utilities. However, sod, ornamental shrubs and fencing may be placed on said easements, but if it is necessary for such plantings and fences to be removed for installation or repair of utilities,

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then such removal shall be at the Owner's expense. Fencing shall not be installed within the front road easement area. Any damage caused to pavements, driveways, drainage structures, sidewalks, or other structures, or landscaping in the installation and maintenance of such utilities by a Lot Owner shall be promptly restored and repaired by the party whose installation or maintenance caused the damage. All utilities installed from a street or the main supply of power to a home or other building shall be installed and maintained underground. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

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4. NUISANCES: No noxious, offensive, or hazardous activities shall be maintained upon the Properties, nor shall anything be allowed thereupon which may be or become an annoyance or nuisance. Anything to the contrary herein notwithstanding, normal ground or roof rain water run-off from one portion of the Properties to another shall not be a nuisance and easements are hereby reserved over and upon all portions of the Properties for such run-off.

5. SIGNS: No sign of any kind shall be displayed to the public's view on the Properties except signs installed by the Developer. Exceptions are that one real estate sign no larger than 24 inches by 24 inches may be placed on a Lot during the period in which said Lot is for sale, and one sign no larger than 24" x 24" may be placed on a Lot containing the Owner's name of his homestead.

6. PETS, LIVESTOCK AND POULTRY: No swine or pot-bellied pigs shall be raised, bred, or kept on any Lot. No poultry shall be kept on any Lot. Horses, cats, dogs and household pets shall be allowed, provided that they are not kept or maintained for any commercial purposes. Cats, dogs and other household pets shall not run loose without leash outside of Owner's Lot. In the event that horses, cats, dogs and household pets are kept on any Lot, they shall be kept in such a way as to assure that they do not create a nuisance through noise, odor, insect infestation, or any health

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hazard. The animals shall be well maintained at all times and be given the best care reasonably available taking into consideration that they are being kept in a rural residential subdivision. If any farm animals or household pets become a danger to other animals or persons, or become a nuisance or annoyance to other Lot Owners, they shall be removed from the property. Any animal shelter is to be located 75 feet from any Lot line.

Pit Bulldogs are not allowed in HINES PLACE. A maximum of four (4) hunting dogs are allowed so as not to cause a nuisance through noise or odor to other Lot Owners.

7. GARBAGE DISPOSAL: No garbage, refuse, trash, rubbish, or other waste materials shall be kept or permitted on any Lot except in secured sanitary containers with locking lids.

8. REFLECTIVE MATERIALS: No building shall have any aluminum foil placed in any window or glass door or any other reflective substance placed on any window or door.

9. FENCING: All fencing must be approved by the Developer prior to construction or by the Homeowners Association. Barb wire fencing is prohibited. All fencing is to be placed at the rear of a Dwelling unless 4 board vinyl or horse type fencing board is used.

10. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS: No semi-trucks or trailers shall be parked on any Lot or any street shoulders at any time. All other trucks, commercial vehicles, campers, motor homes, boats, house trailers, boat trailers, other trailers, and hobby or recreational vehicles of every other description must be parked or stored in the rear of the Lot. The only exception is for construction trailers during the periods of approved construction on the Lots. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services, or to temporary parking of recreational vehicles owned by persons visiting an Owner for no more than a 30-day period. No inoperable cars, trucks, or farm equipment are to be stored on any Lot in the subdivision.

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11. HUNTING AND DISCHARGE OF FIREARMS: No hunting of any type shall be permitted within the subdivision. The discharge of firearms and the shooting of a bow and arrow are prohibited.

12. CULVERTS AND DRIVEWAYS: Culverts and driveways are to be constructed in such a way as to not alter or restrict the flow of water along ditches and roadways.

13. OUTBUILDINGS: All outbuildings and shelters shall be constructed on a Lot as to not distract from the general appearance of the subdivision. All outbuildings and shelters shall be kept in good repair.

14. PROMPT CONSTRUCTION COMPLETION: The erection of any building or repair of any building shall be completed as promptly as possible with construction progressing without any interruption of work for more than 60 days. Should the Owner leave such building in an incomplete condition for a period of more than 8 months, the Developer is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete same at its sole discretion; and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be an enforceable lien upon the land and premises involved.

16. TOWERS AND ANTENNAS: No towers, antennas or other TV reception structures, except satellite dishes of less than 18 inch diameter, may be placed on any Lot unless prior written approval is obtained from the Developer. Any satellite dishes for television reception shall be placed in the back yard of the dwelling.

16. EFFECT ON DEVELOPER: Unless specific exceptions provide otherwise, the provisions of this Article III shall apply to the Developer, its transferees, its employees, contractors and subcontractors in developing the Properties.

17. LAND USE REGULATIONS: All Lots in the subdivision are subject to the land use regulations of Suwannee County, Florida.

ARTICLE IV

GENERAL PROVISIONS

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18. DURATION: The Covenants and Restrictions of this Declaration shall run with the land comprising the above entitled Subdivision, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years each unless otherwise agreed to in writing by the then Owners of at least two-thirds of the Lots, which agreement shall be recorded among the public records of Suwannee County, Florida.

19. NOTICE: Any notice required to be sent to any Owner shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot, or to the last known address, if not the Lot, of the person who appears on the Developer's records as Owner at the time of such mailing.

20. ENFORCEMENT: Enforcement of these Covenants and Restrictions shall be authorized by the Homeowners Association, any Owner or by the Developer, so long as the Developer is the Owner of a Lot, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the Lot to enforce any lien created by these Covenants; and failure by the Developer, or any Association or any Owner to enforce any Covenants or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall recover his reasonable attorney's fees and costs from the non-prevailing party in any action to enforce these Covenants and Restrictions, or foreclosure any lien arising hereunder.

21. ADDITIONS AND AMENDMENTS:

A. AMENDMENT: Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water

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management portions of the common areas, must have the prior written approval of the District.

B. Subject to the provisions of Paragraph A, Developer reserves and shall have the sole right to amend these Restrictions and Protective Covenants for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein. The Developer may include in any contract or deed or other instrument hereafter made additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the Covenants and Restrictions set forth herein. The covenants, restrictions, easements, charges and liens of this Declaration may be amended only upon the execution and recordation of any instrument executed by:

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(1) Developer, for so long as he holds title to any Lot affected by this Declaration; or alternatively;

(2) by Owners holding not less than two-thirds of the total Lots, provided that so long as the Developer is the Owner of or hold an interest in any portion of the Properties affected by this Declaration, the Developer's written consent must be obtained;

(3) No Lot Owner may impose any additional covenants or restrictions on the Properties without the written consent of Developer.

(4) When a building has been erected or construction thereof substantially advanced, and is situated on any Lot or Lots in such a manner that the same constitutes a violation or violations of these restrictions, Developer shall have the right, at any time, to waive and release such Lot from the provisions and requirements of these restrictions, provided, however, that Developer shall not release a violation or violations of such covenants and restrictions except as to violations determined to be minor, and the power to release any such Lot from any violation or violations shall be dependent on the determination of Developer that the violation or violations for which releases are given are minor.

22. Membership: Any person who owns property that is subject to these restrictions, or who owns property in HINES PLACE, a subdivision recorded in Plat Book 1, Page 530, HINES PLACE PHASE 2, a subdivision according to plat thereof recorded in Plat Book 1, Page 531, and HINES PLACE PHASE 3, a subdivision according to plat thereof recorded in Plat Book 1, Page 532 of the public records of Suwannee County, Florida, and which is subject to restrictions similar to these, shall automatically be a member of the Hines

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Place Homeowners Association, Inc., provided, however, that where any Lot is owned by more than one (1) person, one (1) of the Owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the Owners of the Lot. In the event the Owner of a Lot is a corporation or partnership, a partner or corporation officer shall be designated to cast the vote on behalf of the partnership or corporation.

23. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned.

"Class B" - Class B membership shall be the Developer who shall be entitled to exercise three (3) votes for each Lot owned or proposed for inclusion in the subdivision. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership is equal to twice the total votes outstanding in Class B membership.

24. Liens and Personal Obligations of Assessments: Each Owner of a Lot by acceptance of his deed for such Lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

25. Annual Assessments: Annual Assessments shall be paid by each Lot Owner to the Association. The assessment for the year 2007 shall be in an amount determined by the Board of Directors of the Association, but shall not exceed $100.00 per lot. For the year 2008 and each subsequent year the annual assessment may be increased by a vote of the Board of Directors of the Association; however, no increase shall exceed 10% in excess of the past year's assessment without the consent of a majority of the Owners.

26. Special Assessments: In addition to the Annual Assessments, the Association may have a special Assessment in any year for the purpose of defraying in whole or in part the cost of maintenance of or repairs to the Common Areas in the subdivision. Any such assessment shall be approved by a majority vote of the

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membership of the Association. Special Assessments shall be determined, like Annual Assessments, on a per Lot basis.

27. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within ninety (90) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his Lot.

28. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

29. Right of Developer: Notwithstanding anything contained herein to the contrary, Developer shall be exempt from the payment of assessments against Lots owned by Developer and held for sale in the normal course of business; provided, however, that this exemption shall not apply to Lots owned by Developer upon which have been constructed a dwelling unit; and provided, further, that Developer's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Developer's written waiver of this exemption, whichever shall be first. Developer covenants and agrees that so long as this exemption is in effect, Developer shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against Owners other than Developer; provided, however, that in no event shall Developer

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be liable for payment of an amount in excess of the amount Developer would be obligated to pay if this exemption from payment of assessments had not been in effect.

30. DUTIES OF ASSOCIATION AND OWNERS: The Association and ultimately the Owners of any real property located within the subdivision will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District. The Association and ultimately the Owners shall be responsible for the roads within the subdivision for one year from recording of the plat, and shall be responsible for the upkeep and maintenance of the entranceway sign.

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31. ASSESSMENTS: Each Owner of a Lot, by acceptance of a deed for such Lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 60 days of the assessment being levied.

32. ENFORCEMENT BY THE DISTRICT: The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management

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System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any Owner(s) breached any of the provisions of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Suwannee County, Florida, or any such attorneys' fees and costs awarded to the District by any court or administrative body.

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33. WETLAND PROTECTION:

A. The Owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the Suwannee River Water Management (hereinafter "SRWMD"). No activity of any type shall be conducted within any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for HINES PLACE, HINES PLACE PHASE 2 and HINES PLACE PHASE 3. Furthermore, the Owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD, including but not limited to: (1) constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for HINES PLACE, HINES PLACE PHASE 2 and HINES PLACE PHASE 3; (2) Dumping or

placing soil or other substances or material as land fill or dumping or placing of trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for HINES PLACE, HINES PLACE PHASE 2 and HINES PLACE PHASE 3; (3) Removing or destroying any trees, shrubs or other vegetation on or above an area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for HINES PLACE, HINES PLACE PHASE 2 and HINES PLACE PHASE 3; (4) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for HINES PLACE, HINES PLACE PHASE 2 and HINES PLACE PHASE 3; (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for HINES PLACE, HINES PLACE PHASE 2 and HINES PLACE PHASE 3, and (6) Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for HINES PLACE, HINES PLACE PHASE 2 and HINES PLACE PHASE 3.

B. In addition to any available administration remedies, the SRWMD shall retain the right to institute a civil action in any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorney's fees and costs.

34. SEVERABILITY: Invalidation of any one of these Covenants or Restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

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35. SUBORDINATION: No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 31 day of July, 2006.

FL# 608070996 B1312 P 480
REC NO. 0110600564

Signed, sealed and delivered
in the presence of:

(First Witness)
CANDY MADDALINO
Printed Name

(Second Witness)
Lisa Hicks
Printed Name

HINES PLACE, LLC

By: _____ (SEAL)
Daniel Crapps
Managing Member

(First Witness)
CANDY MADDALINO
Printed Name

(Second Witness)
Lisa Hicks
Printed Name

MITCHELL ROAD TRUST

By: _____ (SEAL)
Daniel Crapps
Trustee

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 31 day of July, 2006, by Daniel Crapps, Managing Member of HINES PLACE, LLC, a Florida limited liability company, who is personally known to me and who did not take an oath.

My Commission Expires: 8-23-10

Vera Lisa Hicks
Notary Public

VERA LISA HICKS
Notary Public, State of Florida
My Comm. Expires Aug. 23, 2010
Comm. No. DD 568090

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 31 day of July, 2006, by Daniel Crapps, Trustee of MITCHELL ROAD TRUST, who is personally known to me and who did not take an oath.

My Commission Expires: 8-23-10

Vera Lisa Hicks
Notary Public

VERA LISA HICKS
Notary Public, State of Florida
My Comm. Expires Aug. 23, 2010
Comm. No. DD 568090

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KENNETH DASHER CLERK
CO:SUWANNEE ST:FL
FILED AND RECORDED
DATE 02/08/2007 TM 04:11
FL# 702079133 B1360 P 183
REC NO. 0110711129

THIS INSTRUMENT WAS PREPARED BY:
TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

AMENDMENT TO DECLARATION OF RESTRICTIONS

AND

PROTECTIVE COVENANTS FOR

HINES PLACE, HINES PLACE PHASE 2 & HINES PLACE PHASE 3

WHEREAS, Hines Place, LLC, Florida limited liability company, and Daniel Crapps, Trustee of Mitchell Road Trust, herein "Developer", executed a Declaration of Restrictions and Protective Covenants for Hines Place, a subdivision according to plat thereof recorded in Plat Book 1, Page 530, Hines Place Phase 2, a subdivision according to plat thereof recorded in Plat Book 1, Page 532, and Hines Place Phase 3, a subdivision recorded in Plat Book 1, Page 532 of the public records of Suwannee County, Florida; and

WHEREAS, Developer desires to amend the Declaration of Restrictions and Protective Covenants recorded in O.R. Book 1312, Page 467, to clear up any ambiguity therein with regards to Residential Use in Article III, Use Restrictions, Paragraph 2 of those Protective Covenants.

NOW, THEREFORE, Hines Place, LLC, a Florida limited liability company, and Daniel Crapps as Trustee of Mitchell Road Trust, do hereby declare that the Declaration of Restrictions and Protective Covenants for Hines Place, a subdivision according to plat thereof recorded in Plat Book 1, Page 530, Hines Place Phase 2, a subdivision according to plat thereof recorded in Plat Book 1, Page 532, and Hines Place Phase 3, a subdivision recorded in Plat Book 1, Page 532 of the public records of Suwannee County, Florida, are amended as to Article III, Use Restrictions, Paragraph 2 of those restrictions as follows:

2. RESIDENTIAL USE: The subject Lots shall be used solely for single family residential Dwellings. No more than one Dwelling shall be permitted on any Lot, except that a second permanent dwelling for occupancy by family

members only is allowed if permitted by County Zoning. The restriction for residential purposes shall not preclude a Lot or a portion thereof from being used for ingress or egress to adjacent property for private purposes. No business or commercial building may be erected on any Lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any Lot, except such signs as may be reasonably required for sale purposes. A Lot may not be subdivided. No outbuildings, recreational vehicles, tents, or any temporary building of any kind shall be used as a residence temporarily or permanently on any Lot. No Lot shall be used for commercial, business, amusement, charitable or manufacturing purposes. Semi-trailers shall not be used as outbuildings or storage units.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 6 day of Feb, 2007.

Signed, sealed and delivered
in the presence of:

Lisa Hicks

Lisa Hicks
(Type or Print Name)

Mary Lyons

MARY LYONS
(Type or Print Name)

HINES PLACE, LLC

By: Daniel Crapps, Managing Member

MITCHELL ROAD TRUST

By: Daniel Crapps, Trustee

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 6 day of Feb, 2007 by Daniel Crapps, Managing Member of Hines Place, LLC, a Florida limited liability company, and as Trustee of Mitchell Road Trust. He is personally known to me and did not take an oath.

VERA LISA HICKS
MY COMMISSION # DD568090
EXPIRES: Aug. 23, 2010
(407) 398-0153 Florida Notary Service.com

Vera Lisa Hicks
Notary Public

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