

OFFICIAL RECORDS

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BOOK 86 PAGE 533

GULLETT TITLE, INC.

(904) 328-5106

RESTRICTIVE COVENANTS

A 43845

for

4:10 PM 17 APR '62

RIVER GROVES SUBDIVISION
PUTNAM COUNTY, FLORIDA
RECORDS OF PUTNAM COUNTY, FLA.
CLERK OF DISTRICT COURT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HUGH EDWARDS, INC., a corporation organized and existing under the laws of the State of Florida, is the owner of the hereinafter described property, and

WHEREAS, the said HUGH EDWARDS, INC., hereinafter called the Owner, is desirous of placing certain restrictive covenants on the use of said property, said property being located in Putnam County, Florida, and more particularly described as follows:

Blocks A, B, C and D of RIVER GROVES
SUBDIVISION as per Plat recorded in
Plat Book "A", page 105, of the Public
Records of Putnam County, Florida.

NOW, THEREFORE, THESE PRESENTS WITNESSETH: That the Owner for and in consideration of the covenants herein contained, and for other good and valuable considerations, does herein and hereby covenant and agree, for its successors, assigns and legal representatives, that the following covenants and restrictions are hereby placed upon the said property as above described:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time said covenants 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 in whole or in part.

If the parties, hereby, or any of them, or their heirs, 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 any 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 such violation.

HUGH EDWARDS, INC. may re-subdivide or re-plat any lot or lots shown on said plat in any way it sees fit, provided that no residence shall be erected upon or allowed to occupy any such re-platted or re-subdivided lot or lots or fractional part or parts thereof, if such re-platted or re-subdivided lot or lots or fractional part or parts thereof have an area of less than 7,500 square feet, and the restrictions herein contained in case of such re-platting or re-subdividing shall apply to each lot as so re-platted or re-subdivided.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which said other provisions shall remain in full force and effect.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars except for possible sewer lift stations as may be required by the State Board of Health.

2. No building shall be located on any lot less than twenty-five (25) feet from the front or fifteen (15) feet from side streets.

3. No residential ~~structure~~ shall be erected or placed on any building plot, which plot has an area of less than 7,500 square feet, nor a width of less than 60 feet at the front building set-back line. (The width restriction does not apply to corner lots.)
4. No noxious or offensive trade or activity 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.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No dwelling shall be permitted on any lot in the tract wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 864 square feet, in the case of a one and one-half, two or two and one-half story structure.
7. An easement is reserved for utility installation and maintenance as indicated on the recorded plat. The use of this easement for electrical and gas service shall be restricted against high voltage or high pressure lines not customarily installed in residential areas.
8. These restrictive covenants shall run with the land and any conveyance of said lots shall make said restrictive covenants a part of such conveyance by apt words of reference.
9. When any of such lots shall be for sale, only one "For sale" sign will be permitted for each lot and this sign shall be no larger than 2 feet by 3 feet.
10. All residential structures to be placed on any building plot shall conform in design and exterior appearance to the general character of the neighborhood. A plan

approval committee is hereby established. This committee shall consist of the members of the Board of Directors of HUGH EDWARDS, INC., and their successors: in office until successor members of said committee shall be chosen in the following manner: After January 1, 1966, three members may be selected to constitute the plan approval committee by a majority of the then owners of the lots in said subdivision to serve for succeeding five-year terms. Should such committee be elected, notice of those so serving shall be recorded in the office of the Clerk of the Circuit Court of Putnam County, Florida. Plans for any new residential structure shall be submitted to the plan approval committee for its approval. Within ten days of the submission of these plans, the committee shall grant its approval or shall refuse to grant such approval stating the reason therefore.

11. No cattle, swine, horses, goats or poultry, or dogs which, by barking, howling or otherwise, disturb the quiet of the neighborhood, shall be kept on any of said lots. No trash, garbage, ashes or other refuse shall be thrown or dumped on any street or vacant lots in said subdivision or adjacent thereto. All garbage cans, pumps, fuel oil tanks, gas tanks or other storage tanks shall be hidden from sight behind suitable planters or shall be placed in any underground receptacle.

12. No fence or wall of any kind shall be erected upon or be allowed to occupy any of said lots until the location and design thereof shall have been approved in writing by the plan approval committee referred to in Paragraph 10 hereof. No bulkhead shall be constructed unless the design and location thereof shall have been first approved in writing by said plan approval committee. No dock or pier except of the platform type, shall be constructed on any of said lots,

and no dock or pier of any kind shall be constructed until the location, size and construction thereof shall have been first approved in writing by said plan approval committee.

13. The easements reserved for utility installation and maintenance as indicated on the recorded plat are to HUGH EDWARDS, INC. and shall not pass from HUGH EDWARDS, INC. by its deed conveying any of said lots, but shall exist and continue only in HUGH EDWARDS, INC. or the Grantee(s) to whom HUGH EDWARDS, INC. shall expressly convey said easements and rights. Said HUGH EDWARDS, INC. its successors and assigns, reserves for its use or the use of its assignee furnishing utility service to the lot owners a perpetual easement and right in and to, over and under any and all drives, roads, streets, lanes and easements as shown on said plat for the installation, maintenance and operation, exclusively by said owner, its successors and assigns, of power, water, telephone, gas, lighting, heating, drainage, sewerage and any and all other public utility purposes.

14. No well of any kind shall be dug or drilled on this property to provide water for use within structures built or to be built upon said property and no water shall be used within such structures except water which is obtained from the owner, its successors and assigns, as long as the water system is operated satisfactorily to the Florida State Board of Health or other governmental body having jurisdiction over said system. Nothing herein contained shall be construed as preventing the digging of a well to provide water for use in the yard or garden of the property or in any way except within the structures constructed or to be constructed on said property.

15. The Developer reserves the right to incorporate any additional covenants and/or restrictions in any deed provided the same are not inconsistent with the foregoing covenants and restrictions.

16. Until January 1, 1966, HUGH EDWARDS, INC. reserves unto itself the right to release at any time any of the property in the above named subdivision from any minor violations of the foregoing restrictions. Thereafter, minor violations of the foregoing restrictions may only be released by the plan approval committee referred to in Paragraph 10 hereof.

EXECUTED at Palatka, Putnam County, Florida, this ____ day of April, A. D., 1962.

HUGH EDWARDS, INC.

Signed, sealed and delivered
in our presence as witnesses:

By: Hugh C. Edwards, Jr.
(Hugh C. Edwards, President)

Helen J. Jones

Attest: James F. Womeldurf, Jr.
(James F. Womeldurf, Jr.,
Secretary)

STATE OF FLORIDA :

COUNTY OF ALACHUA :

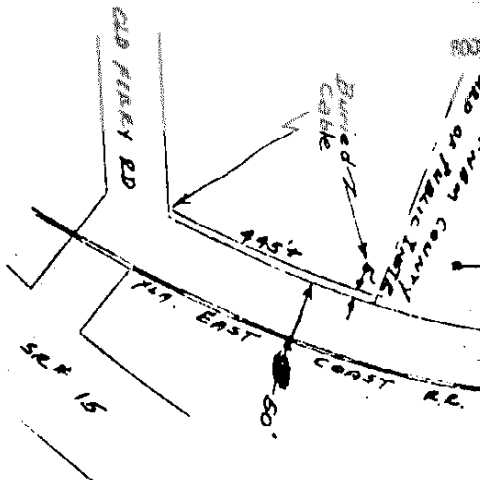
I HEREBY CERTIFY, That on this 14 day of April, 1962, before me personally appeared HUGH C. EDWARDS and JAMES F. WOMELDURF, JR., President and Secretary, respectively, of HUGH EDWARDS, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who acknowledged before me that they executed the foregoing instrument for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Gainesville, in the county and State last aforesaid, the day and year above mentioned.

Charles F. Pierce
Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 6, 1963
Bonded by American Surety Co. of N. Y.



BOOK 13 PAGE 473

Name and
Post Office Address
of Owner: Thurston Roberts
P. O. Box 4549
Jacksonville, Florida

Toll
Line {
(Name)
(Number)

Or
Exchange Line { Palatka, Florida
(Name)
(Number)

The property is located where the line enters and
leaves this property by the property of:
Putnam County on the North and
County Road on the South.

The poles (or stakes) have the following identification:
to
Authority: P-408 Classification: A5-C
Area: Palatka, Florida
Approved: [Signature]
This CONTRACT FACILITY ENGINEER
is a member of the
Board of Public Utility

SET 473

GENERAL PERMIT

(INDIVIDUAL) Form 100

Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, One dollar in consideration of which (it) (X) hereby grant said Company, its associated and allied companies, their respective licensees, successors and assigns, the right to construct, operate and maintain a line of communication consisting of such poles, wires, cables, conduits, guys, anchors and other necessary appurtenances as from time to time are required upon, across, over and/or under that certain tract of land situated in Putnam County, State of Florida, to-wit:
A portion of the Elinu Woodruff Grant; Recorded in Deed Book 76 Page 229

and upon, along and under the roads, streets, or highways adjoining or through said property with the right to permit the attachment of and or carry in conduit wires and cables of any other person or company for communications purposes or for the transmission and distribution of electric power and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said line and with the right to clear and keep cleared all trees, undergrowth or other obstructions within a strip of land 50 feet on each side of the center of said line and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees which might reach said line in falling; including the right to relocate said line on said premises to conform to any future highway relocation, widening or improvement; the said sum being received in full payment for the rights herein granted.

No tree trimming involved; Cable to be buried 30" deep in five foot

encasement, along east edge of property.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

Witnessed by

4-11- 1958
Thurston Roberts (SEAL)

(SEAL)

JACKSON ROBERTS

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1182P-17-101

ACKNOWLEDGMENTS

Form 5416
Rev. 1-14

For Use in All States Except Georgia and South Carolina

Individual Form

STATE OF *Florida*

COUNTY ~~DEKALB~~ OF *Pulaski*

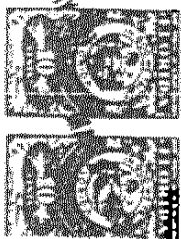
Personally appeared before me *T.H. Landgraf, Jr., a notary public*,
THURSON, ROBERTS, the within named grantor(s) with
(grantor)

whom I am personally acquainted, who acknowledged that, being informed of the contents of the within instrument (he) ~~(she)~~ ~~(they)~~ executed and delivered the same voluntarily as (his) ~~(her)~~ ~~(their)~~ act and deed for the purposes therein contained.

Witness my hand and seal this *11th* day of *April*, 19*58*.

T.H. Landgraf, Jr.
Notary Public, State of Florida, My Comm. Expires 12-31-60
My Comm. No. 12345
Issued by the American Bar Association, Inc., 1954

STATE OF FLORIDA
NOTARY PUBLIC
T.H. Landgraf, Jr.
My Comm. Expires 12-31-60
My Comm. No. 12345
Issued by the American Bar Association, Inc., 1954



AUG 10 1958
CLERK OF DISTRICT COURT
60

1958 MAY 26 PM 3 50

A 19221

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GULLETT TITLE, INC.
(904) 328-5106

BOOK 89 PAGE 264

WATER [REDACTED]

DEVELOPER AGREEMENT

with

HUGH EDWARDS, INC.

RIVER GROVES SUBDIVISION

PUTNAM COUNTY, FLORIDA

and

✓ SOUTHERN GULF UTILITIES, INC.

7630 Biscayne Boulevard
Miami 38, Florida

1025 pr

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OFFICIAL RECORDS

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(This table of contents is not intended to be comprehensive and a full disclosure of all the provisions of the water and sewage developer agreement, and as such is not an integral part thereof.)

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GULLETT TITLE, INC.
(904) 328-5106

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Agreement

(Developer)

THIS AGREEMENT made and entered into this the 30th day of April 19 62 by and between HUGH EDWARDS, INC., a Florida corporation,

hereinafter referred to as "Developer", and SOUTHERN GULF UTILITIES, INC., a Florida corporation, or one of its subsidiaries, hereinafter referred to as "Service Company".

WHEREAS, Developer owns or controls lands located in Putnam County, Florida, and described in Exhibit "A" attached hereto and thereby made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property", and Developer has or is about to develop the Property by subdividing and erecting improvements, residences, and buildings thereon; and,

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and Local governmental agencies, such as, but not limited to, the State Board of Health, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water ~~and sewerage~~ facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed on the Property; and,

WHEREAS, Developer is not desirous of providing water ~~and sewerage~~ facilities to serve the Property, but is desirous of promoting the construction of central water ~~and sewerage~~ facilities by Service Company so occupants of each residence, building, or unit constructed thereon will receive adequate water ~~and sewerage~~ service; and,

WHEREAS, Service Company is willing to provide, in accordance with the provisions and stipulations hereinafter set out, central water ~~and sewerage~~ facilities, and to extend such facilities by way of water distribution mains ~~and sewerage~~ and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on the Property will receive an adequate water supply ~~and sewerage~~ service from Service Company;

NOW THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

Definitions and References

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning.

1. "Property" — all the land described in Exhibit "A" and all the land to which Service Company actually provides water ~~and sewerage~~ service.
2. "Stage area" — refers to a part of the Property which is being or is to be developed as a unit.
3. "Treatment plant sites" — all the land necessary for the location, installation, operation and maintenance of the water wells or water sources, the lift and pumping stations, the water treatment plants ~~and sewerage~~ needed by Service Company as determined by its engineers to provide water ~~and sewerage~~ service to the Property.
4. "Lot" — each single family-residence building site as platted for record or as shown on the master plan and plat described or set out in Exhibit "B".
5. "Connection order" — the written request from Developer to Service Company ordering the installation of water ~~and sewerage~~ service to a given number of lots.
6. "Service" — the readiness and ability on the part of Service Company to furnish water ~~and sewerage~~ service to each lot. Thus, the maintenance by Service Company of pressure at the point of delivery shall constitute the rendering of water service, ~~and sewerage~~ ~~and the maintenance of the water mains and sewerage~~ ~~and the maintenance of the water meter and box~~. Unless otherwise indicated, water service includes the water meter and box.
7. "Point of delivery" — the point where the pipes or meters of Service Company are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery shall be at a point on the consumer's property line.
8. "Consumer installation" — all facilities on the consumer side of the point of delivery.
9. "Contribution in aid-of-construction" — the sum of money which Developer covenants and agrees to pay to Service Company as a contribution in aid-of-construction to induce Service Company to provide the water ~~and sewerage~~ service to the Property.

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First: Developer hereby grants and gives to Service Company, its successors and assigns, the exclusive right or privilege to construct, own, maintain, and operate the water facility ~~located on the Property~~ to serve the Property; and, the exclusive right or privilege to construct, own, maintain, and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said record plats.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as Service Company or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water facility ~~located on the Property~~; that in the event Service Company is required or desires to install any of its water ~~located on the Property~~ facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owner shall grant to Service Company without cost or expense to Service Company the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by Service Company shall be made in such a manner as not to interfere with the then primary use of such private property. Service Company covenants that it will use due diligence in ascertaining all easement locations, however, should Service Company install any of its facilities outside a dedicated easement area, Developer, the successors and assigns of Developer, covenant and agree that Service Company will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water ~~located on the Property~~ industry with respect to the installation of all its water ~~located on the Property~~ facilities in any of the easement areas; and that Developer or Developer's successors or assigns in granting easements herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water service ~~located on the Property~~.

Developer, as a further consideration of this agreement, and in order to effectuate the foregoing grants to Service Company hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Service Company as follows: "Southern Gulf Utilities, Inc., or its successors, has the sole and exclusive right to provide all water ~~located on the Property~~ facilities and service to the Property described in Exhibit "A" and to any property to which water ~~located on the Property~~ service is actually rendered by Service Company. All occupants of any residence, building, unit or improvement erected on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive their water ~~located on the Property~~ service from the aforesaid corporation, or its successors, and shall pay for the same in accordance with the terms, conditions, tenor and intent of this agreement, for so long as the aforesaid corporation, or its successors, provide such services, or either of them, to the Property; and, all occupants of any residence, building, unit or improvement erected on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property that they will not construct, dig, build or otherwise make available or use water service ~~located on the Property~~ from any source other than that provided by Southern Gulf Utilities, Inc. However, there is excluded from this restriction any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning, swim pools or irrigation on the Property".

Further, in order to give an additional and supplementary notice to all the future owners of any of the Property of the rights of Service Company to provide the Property with water ~~located on the Property~~ facilities and services the Developer hereby covenants and agrees to have the above restrictive covenant included in the general subdivision restrictions, and to place the same of record in the Public Records of the jurisdiction in which the Property is located.

Further, the Developer covenants and agrees to provide the Service Company, at no cost to the Service Company, all the treatment plant sites the Service Company may need to install its water ~~located on the Property~~ treatment plants, wells and facilities. These treatment plant sites shall be conveyed by the owners of the sites to the Service Company by warranty deed free from all encumbrances. The Developer hereby specifically agrees that the Service Company has the right to install and use water wells in any public or private easement area granted or available to it under this agreement. The Service Company hereby agrees that it will not require the Developer to release from any mortgage on the Property any easement area in which it proposes to install any of its facilities, provided the easement has been duly dedicated and the Developer has complied with the following requirements: that all the mortgagees, if any, consent or join in the granting to the Service Company of the exclusive right to provide water ~~located on the Property~~ facilities and service to all the Property; consent or join in the placing of the above restrictive covenant on the Property in favor of Service Company; and consent or join in the dedication of the easement areas.

Second: Upon the continued accomplishment of all the prerequisites contained in this agreement to be performed by the Developer or by the Service Company, the Service Company covenants and agrees that it will provide central water facilities ~~located on the Property~~ in accordance with the terms and intent of this agreement, so that the Property will receive adequate water and sewage service. Service Company agrees that once it provides water ~~located on the Property~~ services to the Property and Developer or others have connected consumer installations to its systems, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this agreement, including rules and regulations and rate schedules, water service ~~located on the Property~~ to the Property in a manner to conform with all reasonable requirements of the State Board of Health and other governmental agencies having jurisdiction over the water supply ~~located on the Property~~ operations of Service Company, specifically including the Veterans' Administration and the Federal Housing Administration.

Third: It is the intention of the parties in entering into this agreement that the Developer grants to Service Company the exclusive right and privilege to provide all of the land set forth in Exhibit "A" consisting of approximately 50 acres with water ~~located on the Property~~ facilities and services. The parties hereto agree that an essential part of this agreement is that the Property will be subdivided in substantial accordance with the master

plan and plat described or set out in Exhibit "B" and the parties hereto agree that the basic lot size into which this Property will be subdivided is * x , and that the per lot contribution has been based on this lot size. Any front footage increase in this basic lot size will necessitate an increase in the amount of the per lot contribution in aid-of-construction. Since record plats subdividing all the land described in Exhibit "A" will probably not be placed of record at one time the parties hereto agree that they will mutually select an initial area and that all future subdividing and development of the land shall be in stages mutually selected and contiguous to each other. Future subdividing and development shall be subject to and controlled by the design of the water and facilities.

Service Company shall commence construction of the work required by it to be done in each stage only after all of the following conditions have been performed:

1. Developer has caused an official plat subdividing the appropriate stage area into lots in substantial accordance with the master plan and plat as described or set out in Exhibit "B" to be duly recorded among the Public Records of the jurisdiction wherein the Property is located, and a written notice thereof, accompanied by six (6) copies of the recorded plat, has been delivered to Service Company; and,
2. Developer has executed and delivered to Service Company warranty deeds conveying free of all encumbrances all the necessary treatment plant sites and has provided or executed and delivered to Service Company conveyances of all of the necessary public easements or private property easements required for the installation of service and facilities by Service Company in the appropriate stage area; and
3. Developer has provided Service Company with bench marks, corner surveys for each lot, has established lines and grades of all easements and rights-of-way, has brought the easements and rights-of-way to approximate finish grade, has removed from the easements and rights-of-way all obstructions; and has supplied all other engineering data and information with respect to the development of the land needed by Service Company to provide the water facilities and services as provided by this agreement, specifically including three (3) copies of the approved paving and drainage plans.
4. Developer has issued a written connection order to Service Company directing that water service be provided in accordance with the terms of this agreement to a minimum of 119 lots, and has paid to Service Company the percent of the total contribution in aid-of-construction payable with respect to the number of water services ordered; and,
5. Developer has performed and carried out all other terms and conditions of this agreement which are conditions precedent to the commencement of construction by Service Company:

When the above conditions to be performed by the Developer have been performed, Developer shall promptly notify Service Company in writing, and provided Service Company has secured all the necessary governmental approvals, then within fifteen (15) days thereafter Service Company shall, either commence the work required to provide the central water services to the lots in the appropriate stage area, or within said period of fifteen (15) days shall offer the work for bids by general contractors. In any event the work will be completed with respect to the initial stage area within months from receipt of all governmental approval and the above written notice, whichever is received last, unless completion is delayed by acts of God, strikes, unavailability of necessary materials, or for other causes beyond the control of Service Company.

With respect to the initial stage area, Developer covenants and agrees that the official plat will be filed of record within 30 days from date hereof, and the failure of Developer to file the official plat within said period of time shall constitute a default under the terms of this agreement, and Service Company shall have the right, privilege and option to terminate this agreement, in which event all rights and privileges of Developer hereunder shall be at an end. The parties hereto contemplate and agree that each stage area will be successively developed in the same manner and under the same terms, conditions and prerequisites as the initial stage area;

With respect to the engineering data to be supplied by the Developer to Service Company, the Developer hereby covenants and agrees that in the event Service Company is compelled to rework or change any of its installations or facilities as the result of erroneous engineering data supplied by Developer, then Developer agrees to pay to Service Company within ten (10) days after demand the cost of any rework or changes.

Developer further covenants and agrees that there shall be no work done on streets or roads, nor shall any telephone or other utility poles be installed in the easement areas or rights-of-way, nor shall there be any construction work of any kind in progress on the Property that would interfere with the work required to be done by Service Company hereunder. If Developer or others install any roads before Service Company completes its installations, and in completing its installations Service Company incurs the liability and is required to repair or to repave such roads, or if any damages, costs or expenses are incurred by Service Company as a result of the interference in the work to be performed by Service Company hereunder because of the presence of poles in the easement areas or rights-of-way, or because of any construction work of any kind or character is in progress, then any such repaving of roads and any such damages, cost or expenses shall be paid to Service Company by Developer within ten (10) days after demand. In addition, the time for the completion of the work to be done by Service Company shall be extended for the same period of delay resulting from any interference in the work caused by Developer's failure to comply with these non-interference provisions of this agreement. Developer further covenants and agrees to indemnify and hold Service Company harmless from any loss due to damage to its installations or facilities by any subcontractor working on the Property or by any agent of Developer, whether such damage results from work on roads, drainage, houses or in connection with any other matter or thing whatsoever.

Fourth: To induce Service Company to provide the water facilities and service ~~which are to be provided~~ to the Property, Developer hereby covenants and agrees to pay the sums determined as set forth in Exhibit "D" as contributions in aid-of-construction toward the cost of Service Company providing water ~~and sewage~~ facilities and services to the Property.

Payment of the contribution in aid-of-construction sums set forth in Exhibit "D" does not and will not result in Service Company waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. Service Company shall not be obligated to refund to Developer any portion of the contribution for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the contributions.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water ~~and sewage~~ facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities.

Any user or consumer of water service ~~and sewage~~ service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the contributions. Developer shall not be entitled to offset the contributions against any claim or claims of Service Company, and said contributions shall be paid at the time or times stated and without regard to any claimed, contractual or other, matured or unmatured, obligations of Service Company in favor of the Developer.

Fifth: To secure the payment of the contributions in aid-of-construction and all other sums required to be paid by Developer to the Service Company, Developer hereby grants to Service Company a lien upon the Property; provided, however, the lien hereby granted shall not become effective nor enforceable until Service Company has provided water ~~and sewage~~ service to the lots or parcels of land upon which the lien is claimed.

The amount of the indebtedness secured by the lien is the aggregate contribution in aid-of-construction which Developer is required to pay Service Company for providing water ~~and sewage~~ facilities and services to the particular stage area. After water ~~and sewage~~ service has been provided to a stage area and the lien has become effective, any lot in the stage area may be released from the lien hereby created upon payment to Service Company of the sum of \$ 250.00 per lot; which release consideration shall be applied to the aggregate contribution in aid-of-construction to be made by Developer to Service Company.

Sixth: Service Company hereby agrees with respect to the above lien rights granted by Developer to Service Company, that Service Company will, upon the following terms and conditions, subordinate the above lien to the lien and operation of a construction loan to be made by an institutional type lender for the purpose of erecting single family residences or other improvements upon the Property:

1. That the construction loan shall not be for a period in excess of nine (9) months or the current practice of the institutional lender, whichever is the greater.
2. That the amount of the construction loan shall not exceed seventy-five (75%) percent of the appraised value of the property, according to the appraisal by the F.H.A., or seventy-five (75%) per cent of the certificate of reasonable value by the V.A., whichever is the lower, or the amount of the construction loan shall not exceed the current practice of the institutional lender.
3. That the interest rate on said loan shall not be in excess of seven (7%) per cent per annum or the current practice of the institutional lender whichever is the greater.
4. That any subordination agreement shall in no way include a subordination of the public or private easements granted with respect to the Property, nor the exclusive right of Service Company to provide water ~~and sewage~~ service to the Property, but shall merely subordinate the right of Service Company to claim a prior lien for the amount of the contribution in aid-of-construction to be paid by Developer with respect to the property described in the subordination agreement.

Seventh: In the event Developer shall fail or refuse to pay to Service Company within five (5) days of its maturity any sum provided to be paid by Developer to Service Company under the terms of this agreement, specifically including the sums set forth in Exhibit "D" attached hereto, then Service Company, upon three (3) days written notice to Developer, may, at its option, successively stop any work provided for under this agreement with respect to the property and then by additional written notice terminate this agreement.

If at the time Service Company elects to stop work or terminate this agreement as authorized above, Service Company has expended or obligated itself to expend sums, with respect to work for providing the water or sewage facilities and services to the Property, in excess of the sums then paid by Developer to Service Company as contributions in aid-of-construction, then Service Company may recover from Developer, in any manner provided by law, payment for all cost and expense in excess of the total amount contributed, and payment for all other damages due to the default of Developer to make the contributions as agreed.

Eighth: Within a period of fifteen (15) days after the execution of this contract, at the expense of Developer, Developer agrees to either deliver to Service Company an Abstract of Title, brought up-to-date, which abstract shall be retained by Service Company and remain the property of Service Company, or to furnish Service Company an opinion of title from a qualified attorney-at-law with respect to the Property, which opinion shall include a current report on the status of the title setting out the name of the legal title holders, the outstanding mortgages, taxes,

liens and covenants running with the land. In the event the Developer ~~black~~ to furnish an opinion from an attorney-at-law, then the Developer agrees to provide Service Company at the expense of Developer, title insurance in connection with all warranty deed conveyances of treatment plant sites.

Ninth: The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this agreement, Service Company must obtain approval from various State and Local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of water ~~sanitary~~ facilities. If the Property is under franchise or certificate to others, Developer agrees to have the franchise or certificate either assigned to Service Company or vacated at Developer's expense. If the Property is not under franchise or certificate to others, then Service Company agrees that it will diligently and earnestly at its expense make the necessary and proper applications to all governmental authorities and will pursue the same to the end that it shall use its best efforts to obtain such approvals. In the event that said approvals are not granted, then this agreement shall be null and void, and of no further force and effect whatsoever, and the parties shall each relieve the other of any responsibility and liability under the terms and conditions of this agreement.

Tenth: Developer agrees with Service Company that all water facilities ~~now~~ used, useful or held for use in connection with providing water service ~~to~~ to the Property, shall at all times remain in the sole, complete and exclusive ownership of Service Company, its successors and assigns, and any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water ~~sanitary~~ services to other persons or entities located within or beyond the limits of the Property.

Eleventh: Developer, as a further and essential consideration of this agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing water ~~sanitary~~ services to the Property during the period of time Service Company, its successors and assigns, provide water ~~sanitary~~ services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this agreement, Service Company shall have the sole and exclusive right and privilege to provide water ~~sanitary~~ services to the Property and to the occupants of each residence, building or unit constructed thereon.

Twelfth: Service Company agrees that the initial rates to be charged to individual consumers of water service ~~sanitary~~ shall be those shown in the rate schedules annexed hereto, made a part hereof, and marked Exhibit "C". However, notwithstanding any provision in this agreement, Service Company may establish, amend, or revise from time to time in the future and enforce different rates or rate schedules reflecting rates lower or higher than those shown in Exhibit "C". However, any such lower or higher rates or rate schedules so established and enforced shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

Notwithstanding any provision in this agreement, Service Company may establish, amend or revise from time to time in the future and enforce rules and regulations covering ~~water~~ water service ~~sanitary~~ to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended, or revised and enforced by Service Company from time to time in the future, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the water service ~~sanitary~~ provided to the Property by Service Company.

Thirteenth: Developer, or any owner of any parcel of the Property, or any occupant of any residence, building, or unit located thereon, shall not have the right to and shall not connect any consumer installation to the water ~~sanitary~~ facilities of Service Company until formal written application has been made to Service Company by the prospective user of water service ~~sanitary~~, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

Although the responsibility for connecting the consumer installation to the lines of Service Company at the point of delivery is that of the Developer or others than Service Company, with reference to such connections the parties agree as follows:

1. All consumer installation connections must be inspected by Service Company before backfilling and covering of any pipes.
2. Notice to Service Company requesting an inspection of a consumer installation connection may be given by the Plumber or Developer and the inspection will be made within twenty-four (24) hours.
3. If the Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.

The parties hereto further agree that the costs or expense of constructing all consumer installations and all costs and expenses of operating, repairing and maintaining any consumer installation shall be that of Developer or others than Service Company.

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(904) 328-5106

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Fourteenth: This agreement shall be binding upon and enforceable to the benefit of Developer, Service Company and their respective assigns and corporate successors by merger, consolidation or conveyance. However, in the event Developer has not paid and delivered to Service Company the contributions in aid-of-construction provided to be paid Service Company by Developer under the terms of this agreement, then this agreement shall not be sold, conveyed, assigned, transferred or otherwise disposed of by Developer without the written consent of Service Company first having been obtained. However, Service Company agrees not to unreasonably withhold such consent.

Service Company is hereby granted the right to assign this agreement to any of its subsidiaries now in existence or hereafter formed.

Fifteenth: Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

27 N. W. Tenth Avenue
Gainesville, Florida

and, if to Service Company, shall be mailed or delivered to it at 7630 Biscayne Boulevard, Miami 38, Florida.

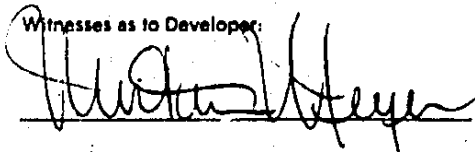
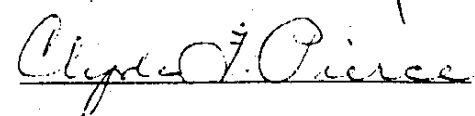
Sixteenth: The rights, privileges, obligations and covenants of Developer and Service Company shall survive the completion of the work of Service Company with respect to completing the water and sewer facilities and services to any stage area and to the Property as a whole.

Seventeenth: This agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Service Company. No additions, alterations or variations of the terms of this agreement shall be valid, nor can provisions of this agreement be waived by either party unless such additions, alterations, variations, or waivers are expressed in writing and duly signed.

This agreement shall be governed by the laws of the jurisdiction in which the Property is located and it shall be and become effective immediately upon execution by both parties hereto.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this agreement with the named Exhibits attached to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this agreement.

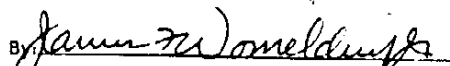
Witnesses as to Developer:

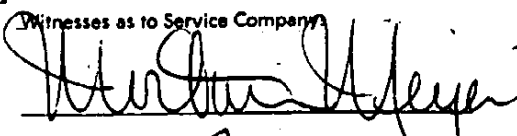
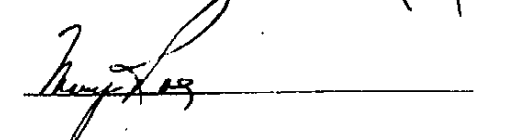
HUGH EDWARDS, INC.
(Developer)

By: 
HUGH C. EDWARDS, President


ATTEST:

By: 
James W. Womeldorff, Secretary

Witnesses as to Service Company:

SOUTHERN GULF UTILITIES, INC.
(Service Company)

By: 
NORMAN J. DAVIDSON, President

ATTEST:

By: 
S. WILLIAM FULLER, Asst. Secretary

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STATE OF FLORIDA

COUNTY OF Alachua

I HEREBY CERTIFY THAT ON this 16th day of May, 19 62, before me personally appeared Hugh C. Edwards & James F. Womeldurf, Jr. President and Secretary, respectively, of HUGH EDWARDS, INC.

a corporation under the laws of Florida, to me known to be the person(s) who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at Gainesville, said County and State, the day and year last aforesaid.


Notary Public

My commission
expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 6, 1963
Bonded by American Surety Co. of N. Y.

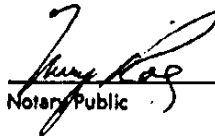
STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY THAT ON this 14th day of May, 19 62, before me personally appeared NORMAN J. DAVIDSON and S. WILLIAM FULLER

President and Asst. Secretary, respectively, of SOUTHERN GULF UTILITIES, INC., a corporation under the Laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at Miami, said County and State, the day and year last aforesaid.


Notary Public

My commission
expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 24, 1963.

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Exhibit "A"

to that certain Developer Agreement by and between Southern Gulf Utilities, Inc. and
HUGH EDWARDS, INC.

dated 30th day of April , 19 62 .

LEGAL DESCRIPTION OF THE LAND TO BE SERVED

RIVER GROVE SUBDIVISION, according to the Plat thereof,
recorded in Plat Book 4, at Page 105, of the Public
Records of Putnam County, Florida.

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(904) 328-5106

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Exhibit B

to that certain Developer Agreement by and between Southern Gulf Utilities, Inc. and
HUGH EDWARDS, INC.

dated 30th day of April , 19 62 .

**DESCRIPTION OF MASTER PLAN AND PROPOSED PLAT
OF THE LAND TO BE SERVED**

The plat and layout of RIVER GROVE SUBDIVISION situate
in Section 38, Township 10 S., Range 27 E., Putnam County,
Florida, as prepared by Harris H. Green, Reg. Land
Surveyor dated January 18, 1962.

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Exhibit C

to that certain Developer Agreement by and between Southern Gulf Utilities, Inc. and
HUGH EDWARDS, INC.

dated 30th day of April, 19 62.

SCHEDULE OF INITIAL RATES FOR WATER SERVICE

This rate schedule is applicable only to general water service to all residential consumers served. Rates for consumers other than residential will be quoted on request.

Service under this schedule is subject to the current and future General Rules and Regulations for Water and Sewage Service on file in the principal office of Southern Gulf Utilities, Inc., and made a part hereof by reference.

The Company may from time to time in the future establish, amend or revise, and enforce different rules and regulations and rates or rate schedules reflecting rates lower or higher than those established below. However, any such lower or higher rates or rate schedules so established and enforced from time to time by the Company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

Bills for service will be rendered monthly, quarterly, or for such periods as may be stated in the rate schedule below.

Initial Water Service Rates are as follows:

\$ 4.50 per month (min.) including the use of	4,000	gallons.
\$.50 per thousand gallons for the next	3,000	gallons.
\$.40 per thousand gallons for the next	3,000	gallons.
\$.35 per thousand gallons for all over	10,000	gallons.

Initial Sewage Service Rates are as follows:

\$ _____ per _____ for a one bath dwelling.

\$ _____ per _____ for each additional bath.

A Bath is defined as any one room containing any one or more of the following: Bathtub, Shower, Water Closet.

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OFFICIAL RECORDS

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Exhibit "D"

to that certain Developer Agreement by and between Southern Gulf Utilities, Inc. and
HUGH EDWARDS, INC.

dated 30th day of April, 1962.

CONTRIBUTIONS IN AID-OF-CONSTRUCTION

The Developer and Service Company hereby mutually agree that the aggregate sum of money to be paid by Developer to Service Company as contributions in aid-of-construction, during the first 24 months subsequent to the date of this instrument is to be determined at the fixed rate of \$ 250.00 per lot for each lot to which Service Company provides water ~~sewerage~~ service. In the event one single family residence is built on a parcel of land encompassing more than one lot, nevertheless the contribution in aid-of-construction for each lot will be paid by Developer to Service Company. The sum of money to be paid by Developer to Service Company as a contribution in aid-of-construction for water ~~sewerage~~ service to a lot or parcel of land utilized for purposes other than the erection of a single family residence will be quoted by Service Company on request and mutually agreed upon by the parties.

After the first 24 months subsequent to the date of this instrument, the rate per lot to be paid by Developer to Service Company shall be increased, in the event there has been an increase in the cost of labor or material, or both. However, in no case shall this increase in the rate exceed the previous calendar year's rate by five (5) per cent.

Notwithstanding anything in this Agreement to the contrary, the Developer shall pay at the time of placing the connection order 10 per cent of the aggregate contribution in aid-of-construction for that connection order determined by multiplying the current per lot rate by the number of connections ordered. The balance of said sum, if not previously paid, to be paid in full by Developer to Service Company on or before the expiration of nine (9) months from the date of the issuance of the connection order. No consumer will be rendered water or sewage service until the contribution in aid-of-construction for the lot or property occupied by such consumer has been paid.

In the event residences or other improvements are being constructed on the Property, under a construction loan program, the aggregate sum determined for each connection order may be paid by the Mortgagor-Builder to Service Company as follows:

10 per cent payable with the connection order.

30 per cent payable upon the completion of the foundation or receipt of the foundation draw, whichever is sooner, but in no event later than 3 months subsequent to the date of issuance of the connection order.

30 per cent payable upon the completion of drying in the structure or receipt of the framing draw, whichever is sooner, but in no event later than 6 months subsequent to the date of issuance of the connection order.

30 per cent or balance payable upon substantial completion of the structure, but in no event later than 9 months subsequent to the date of issuance of the connection order.

In accepting payments from the Mortgagor-Builder, Service Company does not release the Developer here-
in from the primary responsibility to pay the contributions in aid-of-construction set forth herein, except as to such
payments actually received.

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(904) 328-5106

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Additional Provisions:

1. With reference to the initial site needed for the water treatment plant the parties hereto agree that the Developer shall convey to Service Company in accordance with the terms of this agreement the following property:

Lot 8, Block C, RIVER GROVES SUBDIVISION,
according to the Plat, recorded in Plat
Book 4, at Page 105, of the Public Records
of Putnam County, Florida.

A 44869

12:07 PM 12 JUN '62

FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.

Bar Title
CLERK OF CIRCUIT COURT