

VOL 5832 PS 743
OFFICIAL RECORDS
EASEMENT

ARGYLE FOREST, EAST
PROJECT VILLAGE, UNIT 10
TRD = 600 MAP # 155 D

THIS EASEMENT made this 14th day of December 1983,
between Argyle Forests, Inc., a Florida corporation, whose
mailing address is 6075 Argyle Forest Blvd., Jacksonville, Florida
Party of the First Part, and the JACKSONVILLE ELECTRIC AUTHORITY, a body politic and corporate,
whose permanent Post Office address is 233 West Duval St., Jacksonville, Florida, Party of the Second Part.

WITNESSETH: For and in consideration of the sum of \$1.00 in hand paid to the Party of the First Part
by the Party of the Second Part, receipt of which is hereby acknowledged, the Party of the First Party hereby
gives, grants, bargains, sells and conveys to the Party of the Second Part, its successors and assigns forever
an unobstructed right-of-way and easement with the right, privilege, and authority to the said Party of the
Second Part, its successors and assigns to construct, operate, lay, improve and/or repair, operate and main-
tain electric cables and associated equipment along the paths on which said electric cables, transformers,
supporting poles and other distribution system facilities and associated equipment are to be laid in, on,
along, through, across or under the following described lands situated in Duval County,
Florida to-wit:

Argyle Forest, East Village, Unit 10

(See Exhibit "A" attached hereto and made a
part hereof.)

13.00
Ch-

RETURN TO:
RIGHT-OF-WAY SECTION
JACKSONVILLE ELECTRIC AUTHORITY
3rd FLOOR - 233 WEST DUVAL STREET
JACKSONVILLE, FLORIDA 32202

DUVAL
COUNTY
500333
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PB JUL 27 84
11029 00.45

THIS INSTRUMENT PREPARED BY:
HOWELL HARRIS AND HOWELL COUNSEL
ATTORNEYS AT LAW
CORPORATE DEPARTMENT
200 WEST PALM BEACH BOULEVARD
WEST PALM BEACH, FLORIDA 33411

Provided, however, that the Party of the Second Part shall have no right to construct, operate, lay, improve
and/or repair, operate and maintain electric cables and associated equipment under any building or other
structure, other than pavements and sidewalks, which is not in existence: and provided further, however,
that the Party of the Second Part shall not interfere with any future development on the above referenced
premises by the Party of the First Part, its successors or assigns, provided that the Party of the First Part
agrees to pay all costs and expenses incurred by the Party of the Second Part in relocating any underground
electric cables or associated equipment presently existing on the above-referenced premises to accommodate
said future development.



Sunshine State
Surveyors, Inc.

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ARGYLE FOREST, EAST VILLAGE, UNIT 10
URD # 600, MAP # 155 D

August 3, 1983

EXHIBIT "A"

W. O. No. S83-279

ARGYLE FOREST EAST VILLAGE UNIT 10

A parcel of land lying in and being a part of the F.P. Fatio Grant Section 38, and a part of Section 36, Township 3 South, Range 25 East, Duval County, Florida, and being comprised of a portion of Tracts 11, 12, and 13, Block 1, of Section 36, Township 3 South, Range 25 East, Jacksonville Heights, as shown on map thereof recorded in Plat Book 5, Page 93 of the Current Public Records of said County, and being more particularly described as follows:

For Point of Beginning, commence at the Southeast corner of Lot 32, Argyle Forest East Village Unit 8, as shown on plat thereof recorded in Plat Book 39 Pages 2 and 24 of the Current Public Records of said County; run thence along the Easterly boundary of said Argyle Forest East Village Unit 8, North $00^{\circ} 50' 24''$ West a distance of 490.00 feet to the Northeast corner thereof; run thence South $89^{\circ} 09' 36''$ West, along the Northerly boundary of said Argyle Forest East Village Unit 8, a distance of 50.00 feet; run thence North $00^{\circ} 10' 24''$ West, a distance of 683.51 feet to the corner common to Tracts 6, 8, 9, and 11 of the aforementioned Block 1, Section 36, Township 3 South, Range 25 East, Jacksonville Heights; run thence North $89^{\circ} 14' 08''$ East, along the Southerly line of Tracts 5 and 6 of said Block 1, a distance of 667.53 feet to the corner common to Tracts 4, 5, 12, and 13 of said Block 1; run thence South $00^{\circ} 50' 24''$ East, a distance of 1172.58 feet to a point in the Northerly boundary of Argyle Forest East Village Unit 9 as shown on plat thereof recorded in Plat Book , Pages and , Current Public Records; run thence South $89^{\circ} 09' 36''$ West, along said Northerly boundary, a distance of 625.48 feet to the Point of Beginning.

Lands thus described contain 17.565 acres, more or less.

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Together with the right to said Party of the Second Part, its successors and assigns of the ingress and egress to and over said above described premises and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, providing that all openings and excavations for the purpose of examining, repairing, replacing, altering or extending the cables shall be properly refilled, the surface replaced with like material and the property left in good and safe condition. The easements herein granted are not exclusive of other uses by the Party of the First Part which do not interfere with the easement rights herein granted for the operation, maintenance and protection of said electric facilities.

The rights and conditions herein granted by the undersigned are subject to the following conditions: The Party of the Second Part shall indemnify and save harmless to the Party of the First Part from all liabilities, claims or damages to any person or property resulting from the negligence of the Party of the Second Part or any of its employees in the operation or maintenance of the said electric facilities.

IN WITNESS WHEREOF, the Party of the First Part, Argyle Forests, Inc., a Florida
corporation, a corporation, has caused these presents to be signed in its name
by the President and its corporate seal to be
affixed and attested by its _____ the day and year first and
above written.

WITNESSES:

John Peter Carrasco
[Signature]

NAME OF COMPANY

BY: David C. Dressler, Jr., President
ATTEST: [Signature]

SEAL



ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Duval

Before me, an officer duly authorized to administer oaths and take acknowledgements, personally
appeared David C. Dressler, Jr. and _____
respectively as President

_____ of Argyle Forests, Inc., a Florida Corp.
corporation, to me known as also known to be said officers of said corporation described in and who
executed the foregoing easement, and they acknowledged before me that they executed the same as said of-
ficers freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Jacksonville, County and State aforesaid this
14th day of December, 19 83

Flaine L. Long
Notary Public State of Florida at Large
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 20, 1987
Bond City Transannex Insurance Co.

acceptance authorized pursuant to Resolution of the Jacksonville Electric Authority adopted at its regular
meeting of May 7, 1974.

51-69500
Jul 27 4 09 PM '84

JACKSONVILLE ELECTRIC AUTHORITY

BY: [Signature]
William J. [Signature]

RECORDED IN PUBLIC RECORDS
JUL 27 1984

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

ARGYLE FOREST, INC., a Florida corporation (hereinafter referred to as "Declarant"), the owner of certain real property located in Section 36, Township 3 South, Range 25 East, Duval County, Florida as follows:

Lots 1 through 60 inclusive ARGYLE FORESTS EAST VILLAGE UNIT 10 according to plat thereof recorded in Plat Book 412, pages 6-11/16A recorded in the current public records of Duval County, Florida.

does by this Declaration make, declare and impose upon all of the lots described above the following covenants, conditions, restrictions, and easements, for the purpose of protecting the value and desirability of the lots, which shall run with the land and shall be binding upon the undersigned, its successors and assigns, as well as upon persons claiming by, through, or under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of the lots described above or any part, parcel or portion thereof:

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not less than two cars, and a utility shed not visible from any street. All residences are required to have a garage, and no residence shall be permitted to have a carport.

Section 2. Architectural Review. No building, fence, wall, swimming pool, or other structure or improvement, or any vegetation screen whether required hereof or installed at the option of a lot owner shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing its location on the lot have been approved in writing by the Declarant, or an Architectural Review Committee or any person or Association designated and authorized by Declarant to review, evaluate and approve such plan. The plans and specifications submitted for review and evaluation shall show the nature and kind of the proposed structure or improvement, height, shape, materials, floor plans, architectural elevations, exterior color schemes, location and orientation on the lot, square footage of the structure and such other information as the Declarant shall require including if so required, grading, drainage and landscaping plans showing proposed final land contours.

The Declarant shall have the absolute right to refuse to approve any such plans, specifications, grading and landscaping plans which are not suitable or desirable in its opinion for any reason whatsoever, including but not limited to purely aesthetic reasons, quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation, nature of vegetation, and reasons connected with future development plans of the Declarant on the subject lots or contiguous lands. The Declarant may take into consideration suitability, quality, desirability, color, materials to be used, and, with respect to the structure's architectural elevation, the proximity of the lot on which the proposed elevation is to be used relative to any other lot on which the same or a similar elevation had been or is intended to be used.

Section 3. Minimum Dwelling Size. The floor area of living space in the main structure, shall not be less than 1,200 square feet for one dwelling. For purposes of determining the amount of living space in any dwelling, porches and garages shall not be included in the computation of the number of square feet of living space.

Section 4. Building Location.

(a) No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line, side set back: 5 feet (provided that combined side yards shall not be less than 15 feet), or nearer than 20 feet to the rear lot line. No utility shed or similar structure, unless attached to the back of the residence, shall be located on any lot nearer than 60 feet back of the front lot line, nearer than 10 feet to the rear lot line, nearer than 7 1/2 feet to an interior side lot line or nearer than 30 feet from any side street line. Such structure or object shall be walled, fenced or sufficiently landscaped using materials and with height and design in such manner that such objects shall be obstructed from view from the outside of the lot.

(b) Further, for the purposes of Section 4, subparagraph (a), eaves, steps, terraces, walls, fences and open patios or decks shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 5. Resubdivision and Replatting. Declarant reserves the right to resubdivide or replat one or more lots shown on said plat for any purposes whatsoever, including right-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided lot or fractional part of parts thereof, having an area less than 7500 square feet and the restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements.

Section 6. Easements. Declarant reserves nonexclusive, perpetual, and fully transferable easements for installation and maintenance of utilities, installation and maintenance of drainage facilities, ditches and courses and for access in connection therewith, over easements shown on the recorded plat, and over a five-foot strip along each interior side lot line of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements on them shall be maintained continuously by the owner of the lot, except for utility or drainage installations or improvements for which a public authority or utility company is responsible.

"Utilities" includes, without limitation, water lines, sanitary sewers, storm drains, courses and ditches, gas, electric and telephone lines, cables and conduits placed or operated by any special improvement and taxing district or any other public agency or private utility company. The Declarant, in reserving the aforesaid easements for utilities and drainage facilities does not assume any obligation or responsibility for the maintenance of such utilities and facilities.

Section 7. Access to Lots. Access by motor vehicles shall not be permitted and no driveway shall be constructed from Arroyo Forest Boulevard directly to any lot.

Section 8. Protective Screening. Protective screening and planting areas are established as shown on the recorded plat along a twenty (20) foot strip of land along the northerly side of the lots abutting Arroyo Forest Boulevard, if any. Planting, fences and walls as designated by the Declarant shall be maintained throughout the entire length of the protective screening and planting areas by the owner or owners of the aforescribed lots at their expense to form an effective screen for the area. No vehicular access over the twenty (20) foot planting and screening area shall be permitted except for the purpose of installation and maintenance of screening, planting, fencing, utilities and drainage facilities.

Section 9. Fences. No fence or wall shall be erected nor hedge maintained higher than 6 feet (except as may be required in Protective Screening and Planting areas) from the normal surface of the ground, and shall not be erected until the quality, style, color and design shall have been first approved by the Declarant or its duly authorized representative. No fence, wall or other enclosure shall be erected, placed, or constructed forward of the minimum front setback line of any house constructed on any lot, and in the case of a corner lot, along a line projected to the rear of the lot from the side of the house nearest the side street. Any fence constructed of chain link, plastic, or other metal or synthetic material or any other fence similar in construction or appearance, unless otherwise approved by Declarant, must be screened from visibility along the portions visible from the street in front of the house, and, in the case of corner lots, on the side visible from the side street as well, with a landscape screen of shrubbery, bushes, or other appropriate planting.

Section 10. Window Air-conditioning. Unless the prior approval of the Declarant has been obtained, no window airconditioning unit shall be installed on any side of a dwelling which faces a street.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining

operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or under any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 12. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that not more than two are kept and they are not kept, bred, or maintained for any commercial purpose.

Section 13. Garbage and Refuse Disposal. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be substantially shielded or screened from neighboring property provided, however, that trash and rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the lot for periods not exceeding twenty-four (24) hours.

Section 14. Clothes Lines. No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any Lot between the two side lines of the dwelling house thereon as extended to the front lot line.

Section 15. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

Section 16. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining dwellings, model houses and other temporary structures as the Declarant may deem advisable for development, construction and sales purposes.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to indicate the resident's name, and one sign of not more than five square feet advertising a premises for sale or lease. The Declarant may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such signs, or other entrance features authorized by the provisions of Section 8 of this Declaration.

Section 18. Aerials and Antennas. No radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a lot or on any portion of any lot occupied by a building or other structure unless it does not project more than ten feet above the roof ridge and it is connected to the roof solely by a single tubular support.

Section 19. Commercial Trucks, Trailers and Boats. In order to maintain the standards of the Properties with respect to residential appearance, no trucks or commercial vehicles, boats, trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any lot, except in a garage, or except during periods of

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approved construction on any lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial and utility service vehicles, such as for pick-up, delivery, maintenance, and other commercial and utility services, or to the storage of a single boat in the rear yard of any lot, provided that such boat is not visible from that portion of the front lot line of any lot between the two side lines of the dwelling thereon as, extended to the front lot line.

Section 20. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 21. Mail Boxes. Only one mail box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any lot and the size, location, design, and type of material for said boxes or receptacles must be approved by the Declarant. When the United States mail service shall make delivery to wall receptacle attached to the residence, each property owner shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 22. Well Limitation: Water Supply. No individual water system or well of any type shall be maintained, drilled, or permitted on any lot covered by the Covenants and Restrictions. The central water supply system operated by the utility company having a franchise for providing water to the area covered by this Declaration, its successors or assigns, shall be used as the sole source of water for all purposes on each lot (including, but not limited to, water for all water spigots and outlets located within and without all buildings, air-conditioning and heating, irrigation purposes, swimming pools or other exterior uses), and each property owner at his expense shall connect his water lines to the water distribution main provided to serve that owner's building lot and shall pay the connection (if any) and water meter charges established by the utility company. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

Section 23. Sewage Disposal. Each owner of a building plot, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that owner's building plot so as to comply with the requirements of such sewage collection and disposal service of the utility company having a franchise for providing sewage disposal from the area covered by this Declaration, or its successors or assigns. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on the land covered by these Covenants and Restrictions.

Section 24. No Overhead Wires. All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground.

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Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service, conduits, wires, conductors, and other electric facilities from the point of the applicable transformer to the resident's building on the lot and all of the same shall be and remain the property of the owner of each lot.

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Section 25. Lawns and Landscaping. All improved lots shall be fully planted with grass or other suitable ground cover approved by the Declarant, including the area between the front lot line and the paved portion of any right of way upon which said lot abuts, except for necessary driveways and parking areas. No stone, gravel or concrete shall be used as a lawn, except in an incidental decorative manner. Each owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures and grounds located on each lot in good condition and repair and in a neat and attractive manner.

Section 26. Approval of Declarant. Wherever in these Covenants and Restrictions the consent or approval of the Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Declarant. Such request shall be sent to Declarant by Certified Mail with return receipt requested. In the event that the Declarant fails to act on any such written request within 30 days after the same has been submitted to the Declarant as required above, the consent or approval of the Declarant to the particular action sought in such written request shall be presumed; however, no action, except as referred to in paragraph 2, supra, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

Section 27. Declarant May Designate a Substitute. The Declarant shall have the sole and exclusive right at any time from time to time to transfer and assign conditionally or absolutely to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part of paragraph of these Covenants and Restrictions or under the provision of said plat. If at any time hereafter these shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said plat. Nothing herein contained however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

Section 28. Amendments or Additional Restrictions. The Declarant reserves and shall have the sole right (a) to amend this Declaration of Covenants, Conditions, Restrictions and Easements with respect to lots still owned by it at the time of the amendment, and all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b)

to amend these covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building plot from any part of the covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant in its sole judgment, determines such violation to be a minor or insubstantial violation.

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Section 29. Amendment. In addition to any other manner here provided for the amendment of this Declaration, the covenants, conditions, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by owners of not less than two-thirds of the lots shown on the recorded plat of the Properties, provided that the Declarant's written consent shall be required during the initial 25 year period of duration of these covenants, conditions, restrictions and easements as referred to in Section 31.

Section 30. Annexation Into Other Subdivisions. Provided annexation is approved by the number of owners required by the declaration of any other recorded subdivision in East Village and by an instrument signed by the owner of at least two-thirds of the lots covered by this Declaration which otherwise meets the requirements of Section 26, and properly recorded in Duval County, Florida, the lots described herein may be annexed into any other subdivision of record and the owners may thereby make, declare and impose upon the lots any covenants, conditions, restrictions, and easements in any recorded declaration or similar recorded instrument pertaining to other subdivisions, as if any other such recorded declaration or instrument were recorded with and as a part of this Declaration. Following any such annexation, where conflict or inconsistency shall arise between this Declaration and the covenants, conditions, restrictions, and easements pertaining to the lands to which the Properties are annexed, such other covenants, conditions restrictions, and easements shall control.

Section 31. Duration. The covenants, conditions, restrictions, and easements of this Declaration shall run with and bind the Properties and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless an instrument signed by the owners of at least two-thirds of the lots covered by this Declaration has been recorded, agreeing to change this Declaration in whole or in part.

Section 32. Notices. Any notice required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, at least 10 days before any meeting is to be held or action taken, to the last known address of the person who appears as the owner on the records of the Declarant or the Architectural Review Committee at the time of such mailing.

Section 33. Severability. Invalidation of any covenant, condition, restriction, or easement by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Section 34. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the

Declarant or any person or persons owning any lot on said land

(a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions,

(b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

Section 35. Additional Property. Additional land may become subject hereto if the Developer brings it within the scheme of this Declaration in future stages of development; provided, however, that any such additions shall conform to the general development of the existing property, and such additional property shall become subject hereto upon Developer recording a declaration describing such additional land and stating that the same shall be subject to this Declaration, referring therein to the book and page of the Public Records where this Declaration is recorded.

Section 36. Captions. The captions inserted in this Declaration have been inserted only for convenience, and shall not be construed to alter, modify, or restrict the language contained in the various paragraphs of this Declaration.

Section 37. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Duval County, Florida.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 13th day of August, 1988.

ARGYLE FOREST, INC.

By: 
Vcs

[CORPORATE SEAL]



Declarant or any person or persons owning any lot on said land

(a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions,

(b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

Section 35. Additional Property. Additional land may become subject hereto if the Developer brings it within the scheme of this Declaration in future stages of development; provided, however, that any such additions shall conform to the general development of the existing property, and such additional property shall become subject hereto upon Developer recording a declaration describing such additional land and stating that the same shall be subject to this Declaration, referring therein to the book and page of the Public Records where this Declaration is recorded.

Section 36. Captions. The captions inserted in this Declaration have been inserted only for convenience, and shall not be construed to alter, modify, or restrict the language contained in the various paragraphs of this Declaration.

Section 37. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Duval County, Florida.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 18 day of August, 1984.

ARGYLE FOREST, INC.

By: 
Its

(CORPORATE SEAL)



STATE OF FLORIDA

5836 981

COUNTY OF DUVAL

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BEFORE ME, the undersigned authority, personally appeared President of Argyle Forests, Inc., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Jacksonville in the County of Duval and State of Florida, this 1st day of August, 1934

Linda L. Rivers
Notary Public, State of Florida
at Large

My Commission Expires:



51-72566
AUG 7 9 58 AM '34
RECORDED
INDEXED
COMM. EXPIRES 1-1-35

THIS INSTRUMENT WAS PREPARED BY:

C. DAVID BROWN, II, P.A.
 Broad and Cassel
 1051 Winderley Place, 4th Floor
 Marietta, FL 32751

This instrument was prepared by:
 NEIL W. McARTHUR, JR., Assistant Counsel
 Office of General Counsel
 1300 City Hall
 Jacksonville, Florida
 Please Return to Above

ASSIGNMENT AGREEMENT

This Assignment is made this 31st day of December, 1986, by and between Du-Lay Utility Company, Inc., a Florida corporation with principal offices in Duval County, Florida, (hereinafter referred to as the "Assignor") and the City of Jacksonville, a municipal corporation in Duval County, Florida, (hereinafter referred to as the "Assignee").

W I T N E S S E T H:

For value received, Assignor assigns, sets over, transfers and conveys unto the Assignee and the Assignee hereby accepts all the right, title and interest in any water or sewer easement the Assignor may have (the "Property Interest") in and to the following property more fully described on the plat of:

1. Longmeadow Unit One, as recorded in Plat Book 39, beginning on Page 3.
2. Heather Ridge as recorded in Plat Book 40, beginning on Page 7.
3. Argyle Forest East Village Unit 10, as recorded in Plat Book 40, beginning on Page 6.
4. Argyle Forest East Village Unit 9, as recorded in Plat Book 39, Page 59.
5. Argyle Forest East Village Unit 8, as recorded in Plat Book 39, beginning on Page 2.
6. Argyle Forest East Village Unit 7B, as recorded in Plat Book 38, beginning on Page 80.
7. Argyle Forest East Village Unit 7A, as recorded in Plat Book 38, beginning on Page 22.
8. Replat of Argyle Forest East Village Units Five and Six, as recorded in Plat Book 36, beginning on Page 79.
9. Argyle Forest East Village Unit 4B, as recorded in Plat Book 38, beginning on Page 40.

10. Argyle Forest East Village Unit 4A, as recorded in Plat Book 37, beginning on Page 87.
11. Argyle Forest East Village Unit Three, as recorded in Plat Book 36, beginning on Page 21.
12. Argyle Forest East Village Unit Two, as recorded in Plat Book 35, beginning on Page 89.
13. Argyle Forest East Village Unit One, as recorded in Plat Book 35, beginning on Page 81.
14. Argyle Forest Chimney Lakes Unit Three, "A", as recorded in Plat Book 41, beginning on Page 13.
15. Argyle Forest Chimney Lakes Unit Two, as recorded in Plat Book 41, beginning on Page 7.
16. Argyle Forest Chimney Lakes Unit 1, as recorded in Plat Book 40, beginning on Page 25.
17. Argyle Forest Chimney Lakes Unit Four, as recorded in Plat Book 41, beginning on Page 47.
18. Argyle Forest Chimney Lakes Unit Five "A", as recorded in Plat Book 41, beginning on Page 21.
19. Argyle Forest Chimney Lakes Unit Three "B", as recorded in Plat Book 41, beginning on Page 39.

All as recorded in the Public Records of Duval County, Florida.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement the day and year first above written.

WITNESSES:

[Handwritten signatures of witnesses]

"ASSIGNOR"

Du-Lay Utility Company, Inc.

By: *[Signature]*

185 Lee Road

"ASSIGNEE"
City of Jacksonville, a
municipal corporation

Attest:

Thomas C. Williams
Corporate Secretary Its

By: James H. Hays
Its Mayor

(Corporate Seal)

Form Approved
James M. ...
Assistant Counsel

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 31 day of December, 1986 by J. Thomas Gillette, III
as Vice Pres. of Du-Lay Utility Company, Inc., a Florida
corporation, on behalf of the corporation.

James R. Hooper
Notary Public
My Commission Expires 12-17-87
Notary Public, State of Florida
My Commission Expires 12-17, 1987

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 31st day of December, 1986 by Jack M. Godbold as MAYOR
of the City of Jacksonville, a municipal corporation, on behalf
of the corporation.

Quanita B. McDonald
Notary Public
My Commission Expires 12-17-87
Notary Public, State of Florida
My Commission Expires 12-17, 1987

57-51155
37 Nov 7 P2:51

VOL 6606P1452
OFFICIAL RECORDS !

Prepared by: Argyle Forest, INC.
Return to: Argyle Civic Association, Inc.
6001-27 Argyle Forest Blvd. #7
JACKSONVILLE, FL 32244

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT is made this 4 day of APRIL, 1988 by and between GULFSTREAM HOUSING CORP., successor by merger to ARGYLE FORESTS, INC. ("Gulfstream").

RECITALS

A. Argyle Forests, Inc. was the Declarant under a number of Declarations of Covenants, Conditions, Restrictions and Easements for platted subdivisions owned by it and located within the land generally known as Argyle Forest East Village.

B. Gulfstream is the successor by merger with Argyle Forests, Inc. as evidenced by that certain certificate of merger recorded in Official Records Volume 6709, page 1420, of the public records of Duval County, Florida.

C. Pursuant to the terms of such Declarations, the Declarant thereunder has the sole and exclusive right at any time to transfer and assign to any person or entity all its rights, powers, privileges, authorities and reservations given to or reserved to Declarant in the Declarations.

D. Gulfstream, as successor to the Declarant, under the Declarations desires to assign all its right, title and interest under the Declarations hereinafter described to the ARGYLE CIVIC ASSOCIATION, INC. and desires to evidence such assignment by recording this Assignment in the public records of Duval County, Florida.

NOW THEREFORE, in consideration of the premises, Gulfstream hereby conveys, transfers and assigns to Argyle Civic Association, Inc., all of its rights, obligations, privileges and powers under the Declarations recorded in the public records of Duval County, Florida as follows:

<u>Declaration of Covenants Conditions, Restrictions Forest and Easements</u>	<u>Recording Official Records Volume/Page</u>	<u>Plat Book/Page</u>
Argyle Forest East Village Unit 1 (Arrowroot)	4297/13	Plat Book 35 Pages 81, 81A
Argyle Forest East Village Unit 2 (Bishopwood)	4381/290	Plat Book 35 Pages 89, 89A 89B
Argyle Forest East Village Unit 3 (Bishopwood)	4550/1070	Plat Book 36 Pages 21, 21A
Argyle Forest East Village Unit 4-A (Bishopwood)	5386/276	Plat Book 37 Pages 87, 87A
Argyle Forest East Village Unit 4-B (Bishopwood)	5583/2381	Plat Book 38 Pages 40, 40A
Argyle Forest East Village Units 566 (Candlewood)	4847/236	Plat Book 36 Pages 79, 79A 79B
Argyle Forest East Village Unit 7-A (Candlewood)	5539/1811	Plat Book 38 Pages 21, 22A
Argyle Forest East Village Unit 7-B (Candlewood)	5660/65	Plat Book 38 Page 80
Argyle Forest East Village Unit 8 (Pepperwood)	5689/927	Plat Book 39 Pages 2, 2A
Argyle Forest East Village Unit 9 (Spring Village)	5778/457	Plat Book 39 Pages 59, 59A
Argyle Forest East Village Unit 10	5836/973	Plat Book 45 Pages 6, 6A

2. By acceptance of this Assignment, Argyle Civic Association, Inc. agrees and assumes all rights, obligations, privileges and powers of Declarant under the foregoing described Declarations. The Association further agrees that it shall indemnify and hold Gulfstream harmless for any claims, losses, injuries, arising under or in connection with the Declaration commencing on the date hereof and for the future.

3. Except as set forth herein, the Declarations remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

Signed, sealed and delivered in the presence of:

GULFSTREAM HOUSING CORP.

Susan Wegman
James Stead

By: [Signature]
Its VICE President, Corp.

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was executed before me this day of April, 1988 by [Signature] the President of Gulfstream Housing Corp., a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 06/30/1990
EMILIO TELLO GONZALEZ, INC. 1000

88-116041
APR 20 1988

HENRY W. BOOK

GENERAL ASSIGNMENT OF ELECTRIC UTILITY EASEMENTS
CLAY ELECTRIC COOPERATIVE, INC., TO
JACKSONVILLE ELECTRIC AUTHORITY

ON THIS the 25th day of Decr., 1994, CLAY ELECTRIC COOPERATIVE, INC., a Florida corporation, located at P.O. Box 308, Keystone Heights, Clay County, Florida, 32656-0308, hereinafter called "Clay", for and in consideration of Ten Dollars and other good and valuable considerations to it in hand paid by the JACKSONVILLE ELECTRIC AUTHORITY, a body politic and corporate, hereinafter referred to as "JEA", whose address is 21 West Church Street, Jacksonville, Florida 32202, does hereby grant, bargain, sell, transfer, deliver, set over, assign and convey to JEA, its successors and assigns, the following properties located in Duval County, Florida, to-wit:

All the electric utility easement rights and privileges held by Clay over, under, upon, and across the real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Subject to the following reservations:

1. Clay makes no warranties of any kind whatsoever with respect to the easement rights assigned, nor does Clay make any representation regarding the assignability of such rights.
2. The intent of this assignment is not to assign any easement portion thereof that is used and useful to Clay in providing electric service to its existing electric customers who are not transferred to JEA. Consequently, and notwithstanding any provision to the contrary, Clay reserves all of its easement rights with respect to its facilities and customers who are not subject to the transfer to JEA.

Book 8252
Pg 229 - 232
Filed & Recorded
01/03/96
03:37:37 P.M.
HENRY W. COOK
CLERK
DUVAL COUNTY, FL
\$ 19.50

TOGETHER WITH all rights and appurtenances belonging or in anywise appertaining to said easement rights and privileges hereby assigned.

Handwritten signature/initials

SUBJECT to applicable reservations, terms and provisions, if any, set forth in any easement agreements and the terms hereof, and further subject to restrictions, easements, conditions, and other limitations of record without intending to reimpose the same.

At the request of JEA, Clay shall execute such further specific assignments of easements of specifically identified easements (which may be referenced by official records book and page

Clay Electric Cooperative

number, or which may be attached to the assignment as exhibits) as JEA reasonably deems necessary to give full effect to the intent of this general blanket assignment.

TO HAVE AND TO HOLD the same unto JEA, it successors and assigns, forever.

IN WITNESS WHEREOF, Clay has caused these presents to be properly executed and its seal to be hereunto affixed as of the date and year first above written:

ATTEST:

Raymond Wingate
Raymond Wingate, Secretary

CLAY ELECTRIC COOPERATIVE, INC.

BY: Floyd I. Gnann
Floyd I. Gnann, President

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25TH day of April, 1994, by Floyd I. Gnann, President and Raymond Wingate, Secretary, respectively, of Clay Electric Cooperative, Inc., in behalf of the Cooperative, who are both personally known to me and who did not take an oath.

John W. Harvin, Jr.
Notary Public, State of Florida
Print name: JOHN W. HARVIN, JR
Commission Expires: 9/5/94
Commission Number: CC 037538



JOHN W. HARVIN, JR.
BY CC: 037538
EXPIRES: 9/5/94
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT "A"
1994 TRANSFER
CLAY ELECTRIC COOPERATIVE, INC., TO
JACKSONVILLE ELECTRIC AUTHORITY

Part of Sections 25, 35, 36 and 38, all in Township 3 South, Range 25 East, Duval County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Section 36, situated at the centerline intersection of Rampart and Collins Roads; thence along said Collins Road centerline North $89^{\circ}50'19''$ East, 669.21 feet to the West line of Tract 11, Block 3, Section 25, Jacksonville Heights, plat Book 5 page 93, said public records; thence Northerly along said West line, approximately 1320 feet to the North West corner of said Tract 11; thence along the Northerly line of Tracts 11 thru 15, said Block 3; Section 25; run Easterly approximately 1400 feet to the centerline of State Road 9A (Interstate Highway 1-295); thence Southeasterly along said centerline, approximately 4300 feet to an intersection with the North line of Tract 15, Block One, Section 36, said Jacksonville Heights; thence run the following (5) courses and distances along the perimeters of Tracts 15, 14, 13, 12, 11, 10, Block One, and Tract 15, Block Two, Section 36, Jacksonville Heights, also using the Northerly boundary of lands now or formerly owned by Gulfstream Communities, Inc.: (1) West along the North line of Tracts 15, 14, 13, 12 and 11, Block One, approximately 1650 feet to the West line of said Tract 11, Block One; (2) South along said West line, approximately 660 feet; (3) West along the South line of Tract 9, said Block One, approximately 660 feet to Parramore Road; (4) North along Parramore Road approximately 660 feet to the North line of Tract 15, Block Two, said Section 36; (5) West on the North line of said Tract 15, Block Two, approximately 660 feet to the East boundary of Cypress Point Unit Two of the public records of said Duval County; thence along said East line the following five (5) courses and distances: (1) North $00^{\circ}23'51''$ East, 685.76 feet; (2) North $89^{\circ}31'43''$ East, 308.25 feet; (3) North $05^{\circ}20'20''$ East, 244.00 feet; (4) South $89^{\circ}55'22''$ West, 336.32 feet; (5) North $00^{\circ}23'51''$ East, 342.88 feet to the said centerline of Collins Road; thence departing said East boundary, run South $89^{\circ}59'$ West along said Collins Road centerline, 1338.38 feet to a Northerly prolongation of the West boundary of said Cypress Point Unit Two; thence along said prolongation and continuing along said West boundary the following five (5) courses and distances: (1) South $00^{\circ}33'29''$ West, 1344.24 feet; (2) South $89^{\circ}44'27''$ West, 637.93 feet to the East right of way line of said Rampart Road; (3) South $00^{\circ}38'59''$ West, along said Rampart Road, pages 38 thru 38C, said public records; (4) North $89^{\circ}40'09''$ East, along said North boundary, 638.93 feet; (5) South $00^{\circ}33'29''$ West, along the East boundary of said Argyle Corners, 721.33 feet to the centerline of Argyle Forest Boulevard; thence along said centerline, South $89^{\circ}32'21''$ West approximately 1800 feet to the centerline run of a watercourse known as McGirts Creek or Ortega River; thence run Northwesterly along said McGirts Creek centerline, and following the meanderings thereof, approximately 1600 feet to an intersection with the West boundary of Amanda's Crossing, Plat Book 42 pages 77 thru 77B; said public records; thence along said West boundary, North $89^{\circ}12'14''$ East, approximately 1000 feet to the said centerline of Collins Road and the North line of said Section 35, Township 3 South, Range 25 East; thence along said centerline, North $88^{\circ}13'36''$ East, 1668.46 feet to the Point of Beginning.

EXHIBIT "A"
1993 TRANSFER
CLAY ELECTRIC COOPERATIVE, INC. TO
JACKSONVILLE ELECTRIC AUTHORITY

Book 8252 Pg 232

Sections 23 and 24, together with portions of Sections 25, 26, 25, 36 and 38, all in Township 3 South, Range 25 East, Duval county, Florida, and being more particularly described as follows;

Begin at the Northwest corner of said Section 36, situated at the centerline intersection of Rampart and Collins Roads; thence along said Collins Road centerline North 89°58'19" East, 689.21 feet to a Northerly prolongation of the West boundary of Cypress Point Unit Two of the public records of said Duval County; thence along said prolongation and continuing along said West boundary the following five (5) courses and distances: (1) South 00°33'29" West, 1344.24 feet; (2) South 89°48'27" West, 637.93 feet to the East right of way line of said Rampart Road; (3) South 00°38'59" West, along said Rampart Road, 689.39 feet to the North boundary of Argyle Corners, Plat Book 45 pages 38 thru 38C said public records; (4) North 89°40'09" East, along said North boundary, 638.93 feet; (5) South 00°33'29" West, along the East boundary of said Argyle Corners, 688.33 feet; thence departing said boundary line, run North 89°32'22" East, along the South boundary of Cypress Point Unit Three, Plat Book 43 pages 67 thru 67B, said public records, 673.22 feet to the East boundary of said Cypress Point Unit Three; thence along said East boundary the following seven (7) courses and distances: (1) North 00°31'02" East, 1375.30 feet; (2) North 89°48'27" East, 663.22 feet; (3) North 00°23'51" East, 595.76 feet; (4) North 89°51'43" East, 108.25 feet; (5) North 05°20'20" East, 344.00 feet; (6) South 89°55'22" West, 336.93 feet; (7) North 00°23'51" East, 342.88 feet to the said centerline of Collins Road; thence departing said East boundary, run South 89°59' West along said Collins Road centerline, approximately 1320 feet to the West line of Tract 11 Block 3, Section 25, Jacksonville Heights, Plat Book 5 page 93 said public records; thence Northerly along said West line, approximately 1320 feet to the Northwest corner of said Tract 11; thence along the Northerly line of Tracts 11 thru 15, said Block 3, Section 25, run Easterly approximately 1400 feet to the centerline of State Road 9A (Interstate Highway I-295); thence southeasterly along said centerline, approximately 4760 feet to an intersection with the East line of said Section 36; thence Northerly along the East line of Sections 36, 25 and 24 said Township 3 South, Range 25 East, approximately 12,300 feet to a centerline intersection of James Road and 118th Street; thence Westerly along said centerline of 118th Street, also being the North line of Sections 24 and 23, said Township and Range, approximately 10,560 feet the Northwest corner of said Section 23; thence Southerly along the West line of said Sections 23 and 26, approximately 5400 feet to the centerline run of a watercourse known as McGirts Creek or Ortega River; thence run Southeasterly along said McGirts Creek centerline, and following the meanderings thereof, approximately 2000 feet to an intersection with the West boundary of Amards Crossing, Plat Book 42 pages 77 thru 77B, said public records; thence along said West boundary, North 00°12'34" East, approximately 1060 feet to the said centerline of Collins Road and the North line of said Section 35, Township 3 South, Range 25 East; thence along said centerline, North 22°33'30" East, 1668.46 feet to the Point of Beginning.