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OFF REC 502 PAGE 229

WOODLAND ESTATES UNIT II PROTECTIVE COVENANTS

The undersigned, E. V. OVERBY and JEAN D. OVERBY, his wife, whose post office address is: 2 Valencia Street, St. Augustine, Florida, owners of certain real property in St. Johns County, Florida; described as follows: Lots 29 through 45, Block 1, Lots 5 through 12, Block 2, and Lots 2 through 6, Block 4, all of Woodland Estates Unit II, according to map thereof recorded in Map Book 14, pages 66 & 67, public records of St. Johns County, Florida, for the purpose of maintaining fair and adequate lot values and preserving and limiting the use of said lots for residential purposes, desire to create and impose certain protective covenants and restrictions in regard to said lots.

NOW, THEREFORE, the undersigned, for themselves, their heirs, legal representatives and assigns, do hereby impose upon Lots 29 through 45, Block 1, Lots 5 through 12, Block 2, and Lots 2 through 6, Block 4, all of Woodland Estates Unit II, according to map thereof recorded in Map Book 14, pages 66 & 67, public records of St. Johns County, Florida. The hereinafter described protective covenants and restrictions which shall attach to and run with the title to the land, and shall bind the undersigned owners, their heirs, legal representatives and assigns, said protective covenants and restrictions being particularly set forth as follows:

PART A. RESIDENTIAL AREA COVENANTS

A-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 and a private garage for not more than three cars.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping plans have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Part B.

A-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which may be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

A-4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 7.5 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, caves, steps, and open porches shall not be considered as a 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.

A-5. **LOT AREA AND MINIMUM.** No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9500 square feet.

A-6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the area plat and over the rear and side five feet of each lot.

A-7. **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 an annoyance or nuisance to the neighborhood.

A-8. **TEMPORARY STRUCTURES.** No structures 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.

A-9. No tree of more than four inches in diameter at the base shall be cut without first obtaining approval of the Architectural Control Committee.

A-10. No horse, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, game birds, game fowl or poultry shall be kept, permitted, raised or maintained on any building lot or a portion thereof. Not more than two dogs or two cats nor more than four domestic pets (animals) may be kept on a single building lot for the pleasure and use of the occupants. No commercial breeding of such pets is permitted.

A-11. No wheeled vehicles of any kind or boats or trailers may be kept or parked on the building lot or driveway unless same is completely inside a garage. Except that private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on the building lot. Other vehicles may be parked in said driveways or parking areas during necessary times for pick-up and delivery service and solely for such purposes.

A-12. No radio or television aerials nor any other exterior electric or electronic equipment of any kind shall be installed or maintained on the exterior of any structure located on a building lot or any portion of a building lot not occupied by a building or other structure.

#### PART B. ARCHITECTURAL CONTROL COMMITTEE

B-1. **MEMBERSHIP.** The architectural control committee is composed of Mr. R. V. Overly, Mrs. Jean D. Overly and Mrs. Eleanor L. Cooke, all of St. Augustine, Florida.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or remove or alter any of its powers and duties.

B-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS.

C-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C-3. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands and seals at St. Augustine, Florida, this

27<sup>th</sup> day of July, 1981.

Signed, Sealed and Delivered  
in the presence of:

Margaret C. Baker  
E. C. McMillan, Jr.

J. D. McMillan (SEAL)  
J. D. McMillan (SEAL)

STATE OF FLORIDA:

COUNTY OF ST. JOES:

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, E. V. OVERBY and JEAN D. OVERBY, his wife, to me well known to be the persons described in and who executed the fore-going instrument and duly acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, this

27<sup>th</sup> day of July, 1981.



E. V. Overby  
Notary Public State of Florida  
My commission expires 12-31-83

LOREN JONES - 906 ANNASTASIA BLVD  
FLORIDA POWER & LIGHT COMPANY

FR No. 810 361-7-130  
Pole No. 81 15137

EASEMENT

Form 372B (5/10/68) Rev. 7/80

REC 513 PAGE 362

Date Sept 29 1981

Sec. 34 Twp. 7 Rge. 30

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

STRIPS OF LAND OF VARYING WIDTH IN WOODLAND ESTATES, UNIT TWO AS RECORDED IN MAP BOOK 14, PAGES 66 AND 67, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID STRIPS OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

LOT 31, BLOCK 1 - THE EAST 5 FEET FROM THE SOUTHEAST CORNER TO A POINT 5 FEET NORTH OF THE NORTHWEST CORNER OF LOT 33, BLOCK 1 AND THE SOUTHWEST 5 FOOT BORDERING LOT 34

LOT 32, BLOCK 1 - THE SOUTH 5 FEET

LOT 33, BLOCK 1 - THE NORTH 5 FEET AND THE WEST 5 FEET BETWEEN THE NORTHWEST CORNER OF LOT 33 AND A POINT 5 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 34

LOT 34, BLOCK 1 - THE NORTHEAST 5 FEET BORDERING LOT 31 AND THE NORTH 10 FEET ON SOUTH LINE OF THE CUL-DE-SAC AT THE END OF QUAIL COURT.

LOT 35, BLOCK 1 - THE NORTH 10 FEET (CONTINUED ON OTHER SIDE)  
together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on Sept 29 1981.

Signed, sealed and delivered in the presence of:

William L. Jones (SEAL)  
William L. Jones (SEAL)  
JEAN D. OVERBY (SEAL)  
(SEAL)

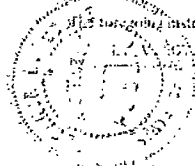
STATE OF FLORIDA AND COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29th day of September 1981 by William L. Jones and JEAN D. OVERBY respectively the President and Secretary of FLORIDA POWER & LIGHT COMPANY, a corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 15, 1985

STATE OF FLORIDA AND COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29th day of September 1981 by William L. Jones and JEAN D. OVERBY



William L. Jones  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 15, 1985

SEE  
REF 513 PAGE 363

LOT 38, BLOCK 1 - THE SOUTHWEST AND SOUTHERLY 5 FEET BORDERING THE NORTHEAST LINE  
OF LOT 40 AND THE NORTH LINE OF LOT 39

LOT 39, BLOCK 1 - THE NORTH 5 FEET

LOT 40, BLOCK 1 - THE NORTHEAST 5 FEET BORDERING LOT 38 AND THE NORTHWESTERLY  
10 FEET ON THE SOUTHEASTERLY LINE OF THE CUL-DE-SAC ON AZALEA  
COURT

LOTS 41, 42, 43, 44 AND 45, BLOCK 1 - THE NORTH 10 FEET

LOT 4, BLOCK 2 - THE WEST 5 FEET

LOT 5, BLOCK 2 - THE WEST 5 FEET AND THE SOUTH 5 FEET

LOT 6, BLOCK 2 - THE NORTH 5 FEET AND THE WEST 5 FEET

LOT 7, BLOCK 2 - THE WEST 5 FEET OF THE NORTH 5 FEET

LOT 8, BLOCK 2 - THE EAST 5 FEET FROM THE NORTH LINE OF LOT 8 TO A POINT 10 FEET  
SOUTH OF THE NORTHWEST CORNER OF LOT 7

LOT 9, BLOCK 2 - THE EAST 5 FEET

LOT 10, BLOCK 2 - THE EAST 5 FEET AND THE NORTH 5 FEET

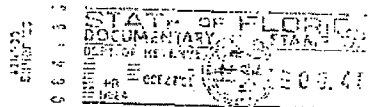
LOT 11, BLOCK 2 - THE SOUTH 5 FEET

LOT 2, BLOCK 4 - THE NORTH 5 FEET AND THE EAST 10 FEET

LOTS 3, 4 AND 5, BLOCK 4 - THE EAST 10 FEET

LOT 6, BLOCK 4 - THE EAST 10 FEET OF THE NORTH 10 FEET

ALSO, THE SOUTH 5 FEET OF LOT 1, BLOCK 4, WOODLAND ESTATES AS RECORDED IN MAP BOOK  
12, PAGES 98 AND 99, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



ST. JOHNS COUNTY, FLA.

OCT 27 AM 11:05

Paul B. B. B. B. B.  
ST. JOHNS COUNTY, FLA.

99 7107

THIS AGREEMENT, made and executed in duplicate this 21<sup>st</sup> day of March, 1986, by and between ROBERT HENRY WHEELER and HELEN PALMER WHEELER, his wife, hereinafter referred to as first parties, and WAYNE J. BROWN and JUNE E. BROWN, his wife, hereinafter referred to as second parties,

WHEREAS, first parties are owners of Lot 4, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, Pages 56 and 67, public records of St. Johns County, Florida, and

WHEREAS, second parties are owners of Lot 5, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, Pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, second parties are owners of a well located on said Lot 5.

NOW THEREFORE, in consideration of the sum of \$1.00 and other valuable considerations, paid by first parties, second parties do hereby grant to first parties, their heirs and assigns, the unrestricted and perpetual right to use water from said well above described in connection with the above-described property, subject, however, to the following conditions:

1. Said first parties shall share equally in all costs and expenses necessarily incurred to keep said well in good repair and condition, and in the event of default by first parties, their heirs or assigns, in paying their portion of such expenses, second parties shall have the right to shut off the flow of water from said well to the pipe or pipes of first parties until first parties pay their portion of such expenses.

1. First parties, their heirs, successors and assigns, shall not draw, conduct, or receive water from said well by means of a pipe more than 2" in diameter.

3. First parties are hereby given the right and privilege of going upon the property of second parties to lay new pipe or repair any defective pipes running from said well to their property in order to obtain an uninterrupted flow of water from said well.

4. First parties shall keep all water pipes located on their property and the property of second parties in good condition and repair, and in the event of failure to repair same, second parties reserve the right to shut off the flow of water from said well to the pipe or pipes of first parties.

5. First parties shall utilize water obtained from said well for lawn sprinkling and irrigation purposes only; same may not be utilized to fill first parties' swimming pool without second parties' consent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Richard L. Hunter

James D. Brown  
As to First Parties

Arthur Higgins

Keith D. Roden  
As to Second Parties

Henry Wheelers  
A/K/A Robert Henry Wheelers  
Henry Wheelers

Helen Palmer Wheelers  
Helen Palmer Wheelers

FIRST PARTIES

Wayne J. Brown  
Wayne J. Brown

June E. Brown  
June E. Brown

SECOND PARTIES

STATE OF FLORIDA

711699 PAGE 2051

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared ROBERT HENRY WHELESS and HELEN PALMER WHELESS, his wife, known to me to be the persons described as First Parties in the foregoing Well Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> day of March, 1986.

  
Notary Public

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Aug. 25, 1987



STATE OF FLORIDA

COUNTY OF ST. JOHNS

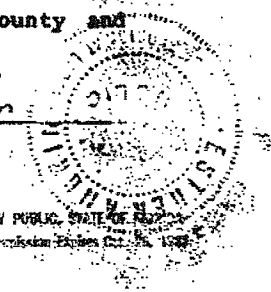
I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared WAYNE J. BROWN and JUNE E. BROWN, his wife, known to me to be the persons described as Second Parties in the foregoing Well Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> day of March, 1986.

  
Notary Public

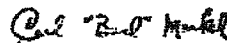
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Oct. 25, 1987



FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

86 MAR 26 PM 3 35

  
CLERK OF CIRCUIT COURT



WELL AGREEMENT

THIS AGREEMENT, Made and executed in duplicate this 5 day of March, 1987, by and between ROBERT HENRY WHELESS and HELEN PALMER WHELESS, his wife, hereinafter referred to as first parties, and JOHN M. KIRKPATRICK and DOROTHEA KIRKPATRICK, his wife, hereinafter referred to as second parties, and WAYNE J. BROWN and JUNE E. BROWN, his wife, hereinafter referred to as third parties,

WHEREAS, first parties are owners of Lot 4, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, Pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, second parties are the owners of Lot 3, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67, of the public records of St. Johns County, Florida, and

WHEREAS, third parties are the owners of Lot 5, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, third parties are the owners of a well located on said Lot 5.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other valuable considerations, paid by first parties and second parties, third parties do hereby grant to first parties and second parties, their heirs and assigns, the unrestricted and perpetual right to use water from said well above described in connection with the above-described property, subject, however, to the following conditions:

1. Said first parties and second parties shall share equally in all costs and expenses necessarily incurred to keep said well in good repair and condition, and in the event of default by first parties and second parties, their heirs or assigns, in paying

their portion of such expenses, third parties shall have the right to shut off the flow of water from said well to the pipe or pipes of first parties and second parties until first parties and second parties pay their portion of such expenses.

2. First parties and second parties, their heirs, successors and assigns, shall not draw, conduct, or receive water from said well by means of a pipe more than 2" in diameter.

3. First parties and second parties are hereby given the right and privilege of going upon the property of third parties to lay new pipe or repair any defective pipes running from said well to their property in order to obtain an uninterrupted flow of water from said well.

4. First parties and second parties shall keep all water pipes located on their property and the property of third parties in good condition and repair, and in the event of failure to repair same, ~~third~~ <sup>third</sup> parties reserve the right to shut off the flow of water from said well to the pipe or pipes of first parties and ~~second parties~~ <sup>SECOND PARTIES</sup>.

5. First parties and second parties shall utilize water obtained from said well for lawn sprinkling and irrigation purposes only; same may not be utilized to fill first parties' and second parties' swimming pools without third parties' consent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

Robert L. Wheeler

Chris A. Brown  
As to First Parties

Elizabeth M. Duffey

Shirley J. Johnson  
As to Second Parties

Gwendolyn H. Ashton

L. S. Cresswell  
As to Third Parties

Robert Henry Wheeler  
Robert Henry Wheeler

Helen Palmer Wheeler  
Helen Palmer Wheeler  
First Parties

John M. Kirkpatrick  
John M. Kirkpatrick

Dorothea Kirkpatrick  
Dorothea Kirkpatrick  
Second Parties

Wayne E. Brown  
Wayne E. Brown

Jane E. Brown  
Jane E. Brown  
Third Parties

STATE OF FLORIDA

COUNTY OF ST. JOHNS;

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared ROBERT HENRY WHELESS and ELEAN PALMER WHELESS, his wife, known to me to be the persons described as First Parties in the foregoing Well Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1987.

Richard L. Thomas  
Notary Public, State of Florida at Large  
My commission expires August 24, 1989  
By Commission Expires Aug. 24, 1989

STATE OF FLORIDA

COUNTY OF ST. JOHNS;

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JOHN M. KIRKPATRICK and DOROTHEA KIRKPATRICK, his wife, known to me to be the persons described as Second Parties in the foregoing Well Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March, 1987.

Shirley J. Gaskins  
Notary Public, State of Florida at Large  
My commission expires June 27, 1987

STATE OF FLORIDA

COUNTY OF ST. JOHNS;

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared WAYNE J. BROWN and JUNE E. BROWN, his wife, known to me to be the persons described as Third Parties in the foregoing Well Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of March, 1987.

Bessie H. Ashton  
Notary Public, State of Florida at Large  
My commission expires June 27, 1987

Notary Public State of Florida at Large  
My Commission Expires July 04, 1989  
Barnard & Sons National Int. Co.

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

1987 MAR 16 PM 3:05

Carl W. Hanks  
CLERK OF DISTRICT COURT

WELL AGREEMENT

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1.00  
THIS AGREEMENT, Made and executed in duplicate this  
5 day of March, 1987, by and between ROBERT HENRY WHELESS  
and HELEN PALMER WHELESS, his wife, hereinafter referred to as first  
parties, and JOHN M. KIRKPATRICK and DOROTHEA KIRKPATRICK, his wife,  
hereinafter referred to as second parties, and WAYNE J. BROWN and  
JUNE E. BROWN, his wife, hereinafter referred to as third parties,

WHEREAS, first parties are owners of Lot 4, Block 4, Wood-  
land Estates, Unit Two, according to plat thereof recorded in Map  
Book 14, Pages 66 and 67, public records of St. Johns County,  
Florida, and

WHEREAS, second parties are the owners of Lot 3, Block 4,  
Woodland Estates, Unit Two, according to plat thereof recorded in  
Map Book 14, pages 66 and 67, of the public records of St. Johns  
County, Florida, and

WHEREAS, third parties are the owners of Lot 5, Block 4,  
Woodland Estates, Unit Two, according to plat thereof recorded in  
Map Book 14, pages 66 and 67, public records of St. Johns County,  
Florida, and

WHEREAS, third parties are the owners of a well located  
on said Lot 5.

NOW, THEREFORE, in consideration of the sum of \$1.00 and  
other valuable considerations, paid by first parties and second  
parties, third parties do hereby grant to first parties and second  
parties, their heirs and assigns, the unrestricted and perpetual  
right to use water from said well above described in connection with  
the above-described property, subject, however, to the following  
conditions;

1. Said first parties and second parties shall share  
equally in all costs and expenses necessarily incurred to keep said  
well in good repair and condition, and in the event of default by  
first parties and second parties, their heirs or assigns, in paying

will pick up when Ready  
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their portion of such expenses, third parties shall have the right to shut off the flow of water from said well to the pipe or pipes of first parties and second parties until first parties and second parties pay their portion of such expenses.

2. First parties and second parties, their heirs, successors and assigns, shall not draw, conduct, or receive water from said well by means of a pipe more than 2" in diameter.

3. First parties and second parties are hereby given the right and privilege of going upon the property of third parties to lay new pipe or repair any defective pipes running from said well to their property in order to obtain an uninterrupted flow of water from said well.

4. First parties and second parties shall keep all water pipes located on their property and the property of third parties in good condition and repair, and in the event of failure to repair same, ~~THIRD~~ ~~second~~ parties reserve the right to shut off the flow of water from said well to the pipe or pipes of first parties **AND SECOND PARTIES**.

5. First parties and second parties shall utilize water obtained from said well for lawn sprinkling and irrigation purposes only; same may not be utilized to fill first parties' and second parties' swimming pools without third parties' consent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]

Chris A. Brown  
As to First Parties

Elizabeth M. Duffey

[Signature]  
As to Second Parties

Brenda H. Ashton

L. A. [Signature]  
As to Third Parties

[Signature]  
Robert Henry Wheless

[Signature]  
Helen Palmer Wheless  
First Parties

[Signature]  
John M. Kirkpatrick

[Signature]  
Dorothea Kirkpatrick  
Second Parties

[Signature]  
Wayne J. Brown

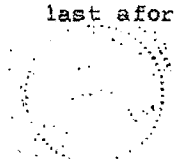
[Signature]  
June E. Brown  
Third Parties

STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY that on this day before me, the under-  
signed authority, personally appeared ROBERT HENRY WHELESS and  
HELEN PALMER WHELESS, his wife, known to me to be the persons de-  
scribed as First Parties in the foregoing Well Agreement, and they  
acknowledged before me that they executed the same for the uses and  
purposes therein expressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 1st day of March, 1987.

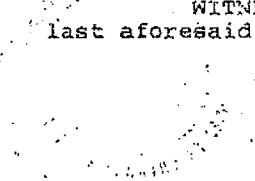
  
Robert H. Warden  
Notary Public, State of Florida at Large  
My commission expires June 27, 1987

STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY that on this day before me, the under-  
signed authority, personally appeared JOHN M. KIRKPATRICK and  
DOROTHEA KIRKPATRICK, his wife, known to me to be the persons de-  
scribed as Second Parties in the foregoing Well Agreement, and they  
acknowledged before me that they executed the same for the uses and  
purposes therein expressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 5th day of March, 1987.

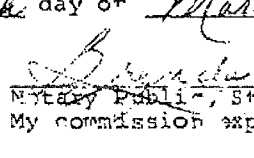
  
Richard J. Johnson  
Notary Public, State of Florida at Large  
My commission expires June 27, 1987

STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY that on this day before me, the under-  
signed authority, personally appeared WAYNE J. BROWN and JUNE E.  
BROWN, his wife, known to me to be the persons described as Third  
Parties in the foregoing Well Agreement, and they acknowledged before  
me that they executed the same for the uses and purposes therein ex-  
pressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 6th day of March, 1987.

  
Brandon H. Ashton  
Notary Public, State of Florida at Large  
My commission expires June 27, 1987

IRRIGATION PIPELINE EASEMENT AGREEMENT

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Doc.  
700  
THIS AGREEMENT, Made and executed this 15 day of March, 1987, between ROBERT H. WHELESS and HELEN P. WHELESS, his wife, hereinafter referred to as Grantors, and JOHN M. KIRKPATRICK and DOROTHEA KIRKPATRICK, his wife, hereinafter referred to as Grantees.

WHEREAS, Grantees, their heirs, successors and assigns, are perpetual owners of irrigation well water rights in a deep well located on Lot 5, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, Grantors are the owners of Lot 4, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, Grantees are owners of Lot 3, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, Grantees desire an irrigation pipeline easement across the property of Grantors in order to convey and transmit Grantees' well water from the well's location on the property immediately south of and abutting Grantors' property to Grantees property immediately north of and abutting Grantors' property for irrigation purposes.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other valuable considerations paid by Grantees, Grantors do hereby grant to Grantees, their heirs, successors and assigns, for an irrigation pipeline a non-exclusive easement three feet in width immediately adjacent to Grantors' westerly or rear property line and abutting such westerly property line and extending from the most southerly property line of Grantors' property, a distance of plus or minus 120 feet, subject, however, to the following conditions:

1. Grantees shall utilize this irrigation pipeline easement at their own risk and hold Grantors, their heirs, successors and assigns, harmless for any failure of or damage to the said pipeline for any cause other than willful, malicious, or criminal damage or

have water on pipeline

destruction and shall promptly repair such failure or damage at their own expense.

2. Said pipeline shall be no more than two and one-half inches inside diameter and shall be of at least schedule 40 steel or PVC pipe.

3. Said pipeline shall be buried to a depth of a nominal 16 inches below the surface of the ground.

4. Should a rupture or other damage to said pipeline cause flooding or other damage to landscaping or other surface features on Grantors' property, such damage shall be repaired and the original surface conditions restored by Grantees without delay and at their own expense.

5. Said irrigation pipeline easement shall be used for a single water transmission pipeline only and may be used by Grantors for any other purpose not in conflict with said pipeline.

6. Said irrigation pipeline easement is granted in perpetuity or until said pipeline shall have been abandoned for its intended use for a period of one year and one day. In the event of such abandonment said irrigation pipeline easement shall terminate and Grantees may within one year after such termination recover said pipeline, provided that Grantors' landscaping and surface features shall be restored to their original condition by Grantees.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their hands and seals on the day and year first mentioned above.

Signed, Sealed and Delivered  
in the presence of:

Robert H. Wheless

Chris A. Brown  
As to Grantors

Robert H. Wheless (SEAL)  
Robert H. Wheless

Helen P. Wheless (SEAL)  
Helen P. Wheless

Grantors

Elizabeth M. Duffey  
Dorothea Kirkpatrick  
As to Grantees

John M. Kirkpatrick (SEAL)  
John M. Kirkpatrick

Dorothea Kirkpatrick (SEAL)  
Dorothea Kirkpatrick

Grantees

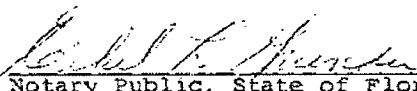


STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared ROBERT H. WHELESS and HELEN P. WHELESS, his wife, known to me to be the persons described as Grantors in the foregoing Irrigation Pipeline Easement Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of March, 1987.

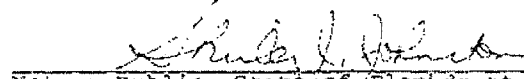
  
Notary Public, State of Florida at Large  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires June 27, 1987

STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JOHN M. KIRKPATRICK and DOROTHEA KIRKPATRICK, his wife, known to me to be the persons described as Grantees in the foregoing Irrigation Pipeline Easement Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March, 1987.

  
Notary Public, State of Florida at Large  
My commission expires June 27, 1987

Documentary Tax Pd. \$ .50  
Intangible Tax Pd. \$ .00  
Carl "Bud" Markel, Clerk St. Johns  
County By: C.E.M. D.C.

O.R. 738 PG 0414

87 6990

IRRIGATION PIPELINE EASEMENT AGREEMENT

THIS AGREEMENT, Made and executed this 5 day of MARCH, 1987, between ROBERT H. WHELESS and HELEN P. WHELESS, his wife, hereinafter referred to as Grantors, and JOHN M. KIRKPATRICK and DOROTHEA KIRKPATRICK, his wife, hereinafter referred to as Grantees.

WHEREAS, Grantees, their heirs, successors and assigns, are perpetual owners of irrigation well water rights in a deep well located on Lot 5, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67 public records of St. Johns County, Florida, and

WHEREAS, Grantors are the owners of Lot 4, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, Grantees are owners of Lot 3, Block 4, Woodland Estates, Unit Two, according to plat thereof recorded in Map Book 14, pages 66 and 67, public records of St. Johns County, Florida, and

WHEREAS, Grantees desire an irrigation pipeline easement across the property of Grantors in order to convey and transmit Grantees' well water from the well's location on the property immediately south of and abutting Grantors' property to Grantees property immediately north of and abutting Grantors' property for irrigation purposes.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other valuable considerations paid by Grantees, Grantors do hereby grant to Grantees, their heirs, successors and assigns, for an irrigation pipeline a non-exclusive easement three feet in width immediately adjacent to Grantors' westerly or rear property line and abutting such westerly property line and extending from the most southerly property line of Grantors' property, a distance of plus or minus 120 feet, subject, however, to the following conditions:

1. Grantees shall utilize this irrigation pipeline easement at their own risk and hold Grantors, their heirs, successors and assigns, harmless for any failure of or damage to the said pipeline for any cause other than willful, malicious, or criminal damage or

destruction and shall promptly repair such failure or damage at their own expense.

2. Said pipeline shall be no more than two and one-half inches inside diameter and shall be of at least schedule 40 steel or PVC pipe.

3. Said pipeline shall be buried to a depth of a nominal 16 inches below the surface of the ground.

4. Should a rupture or other damage to said pipeline cause flooding or other damage to landscaping or other surface features on Grantors' property, such damage shall be repaired and the original surface conditions restored by Grantees without delay and at their own expense.

5. Said irrigation pipeline easement shall be used for a single water transmission pipeline only and may be used by Grantors for any other purpose not in conflict with said pipeline.

6. Said irrigation pipeline easement is granted in perpetuity or until said pipeline shall have been abandoned for its intended use for a period of one year and one day. In the event of such abandonment said irrigation pipeline easement shall terminate and Grantees may within one year after such termination recover said pipeline, provided that Grantors' landscaping and surface features shall be restored to their original condition by Grantees.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their hands and seals on the day and year first mentioned above.

Signed, Sealed and Delivered  
in the presence of:

Carol L. Brown

Chris A. Brown  
As to Grantors

Elizabeth M. Duffey

Shirley J. Johnson  
As to Grantees

Robert H. Wheelers (SEAL)  
Robert H. Wheelers

Helen P. Wheelers (SEAL)  
Helen P. Wheelers

Grantors

Joan M. Kirkpatrick (SEAL)  
Joan M. Kirkpatrick

Dorothea Kirkpatrick (SEAL)  
Dorothea Kirkpatrick


Grantees

STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared ROBERT W. WHELESS and HELEN P. WHELESS, his wife, known to me to be the persons described as Grantors in the foregoing Irrigation Pipeline Easement Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of March, 1987.


  
Carol L. Bunker  
 Notary Public, State of Florida at Large  
 My commission expires June 27, 1987

STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JOHN M. KIRKPATRICK and DOROTHEA KIRKPATRICK, his wife, known to me to be the persons described as Grantees in the foregoing Irrigation Pipeline Easement Agreement, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March, 1987.

  
Shirley J. Johnson  
 Notary Public, State of Florida at Large  
 My commission expires June 27, 1987

FILED AND RECORDED IN  
 PUBLIC RECORDS OF  
 ST. JOHN COUNTY, FLA

1987 MAR 16 PM 3:05

Carl "Bud" Hankel  
 CLERK OF EXCISE COURT

[illegible]

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING ALL OF THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE CAPTION TO THIS DEED, DO HEREBY ADOPT THIS SURVEY AND PLAT OF SAID LANDS AS THE TRUE AND CORRECT PLAT OF SAID LANDS HEREAFTER KNOWN AS WOODLAND AVENUE TRACT, BEING SECTIONS TWENTY-TWO AND TWENTY-THREE, DRIVE, COURTS AND DRAINAGE AND UTILITY EASEMENTS SHOWN THEREON TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY SET HAND AND  
SEAL ON MAY 28 1981.

DESIGNED AND SEALED IN THE PRESENCE OF:

*James D. Smith*

*John D. Smith*

STATE OF FLORIDA

COUNTY OF ST. JOHNS  
THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME,  
THIS MAY 28, 1981 BY E.V. OVERBY AND JEAN D. OVERBY.

*Book of Hours*

EXTRAORDINARY TOURS, STAYS OF SEVERAL DAYS  
AT LARGE

ANY COMMISSION EXPEND:

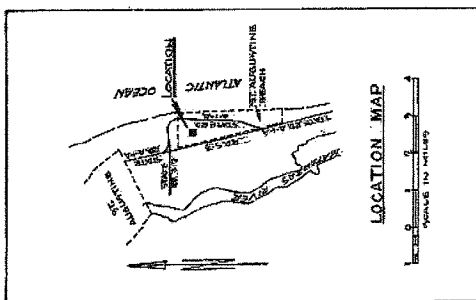
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE ST. JOHNS COUNTY HEALTH DEPARTMENT THIS DAY OF JUNE, 1981.

L. Rayno

THIS IS TO CERTIFY THAT ON March 11, 1981 THE FOREGOING PLAN WAS APPROVED AND ACCEPTED BY THE CITY COMMISSIONER OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA. THIS ACCEPTANCE OF THE FOREGOING AGENS SHALL NOT BE DEEMED AN ACCEPTANCE FOR CONSTRUCTION OF MINIMUM VARIANCE ON S.D.1. APPEALS.

CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA.

Attest:  
  
 CITY CLERK



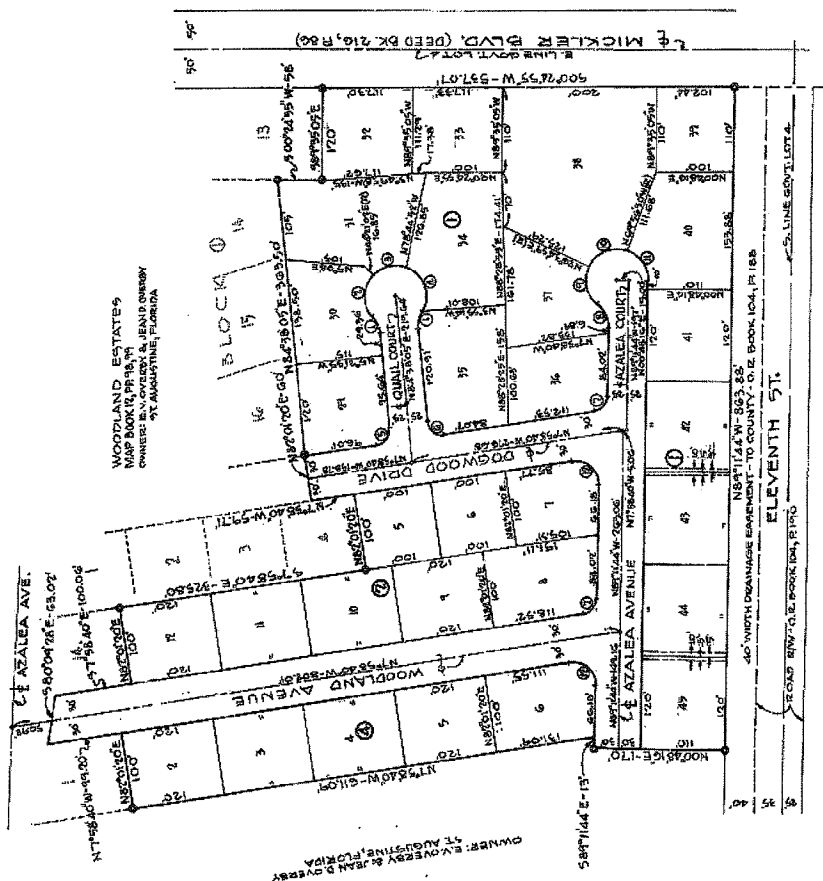
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLEIES IN FORM WITH THE LAWS OF THE STATE OF FLORIDA REGULATING THE FILING OF PLATS, AND IS FILED IN MAP BOOK 14, PAGE 66, UNDER OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THIS 11 DAY OF ~~March~~ April, 1981.

Paul-Ben-Monk

FREDERICK W. LUND  
 1000 1/2 STREET, S.W. - WASHINGTON, D.C. 20004  
 TELEPHONE: 202-331-1111  
 JANUARY 28, 1961

**WOODLAND ESTATES-UNIT TWO**  
IN GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 7 SOUTH,  
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA  
OWNERS: E.V. OVERBY AND JEAN D. OVERBY

CURVE	RADIUS	CENTRAL ANGLE	ARC
1	40	35° 34' 30"	24.85
2	40	35° 34' 30"	24.85
3	40	35° 34' 30"	24.85
4	40	35° 34' 30"	24.85
5	40	35° 34' 30"	24.85
6	40	35° 34' 30"	24.85
7	40	35° 34' 30"	24.85
8	40	35° 34' 30"	24.85
9	40	35° 34' 30"	24.85
10	40	35° 34' 30"	24.85
11	40	35° 34' 30"	24.85
12	40	35° 34' 30"	24.85



- LEGEND:
- PERMANENT REFERENCE MONUMENT
  - PERMANENT CONTRA POINT
  - BLOCK NUMBER
  - CURVE NUMBER
  - 10' WIDTH DRAINAGE & UTILITY EASEMENT
  - RADIUS LINE

**WOODLAND ESTATES - UNIT TWO**  
IN GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 7 SOUTH,  
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA  
OWNERS: E.V. OVERBY AND JEAN D. OVERBY