

GENERAL COVENANTS AND RESTRICTIONS

Santa Rosa Island Authority as an agency of Escambia County, Florida, does hereby declare that, except as herein provided or permitted, the following covenants and restrictions shall apply to all property on Santa Rosa Island and that all leases or permits for the use of any part or parts of said island shall be subject to the said covenants and restrictions; to-wit:

A. Health, Sanitation and Cleanliness

(1) There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any part of the island any nuisance of any kind or character, or any illegal, offensive or obnoxious trade, business or operations of any kind.

(2) Each lessee shall keep all improvements on the demised premises in good repair, property painted and clean and sanitary at all times; and shall also keep the demised premises free from trash, debris and obstructions. Each lessee shall also keep all surrounding areas, including streets, beaches and neighboring lots, free from trash, debris and obstructions that may be due to the lessee's use or occupancy of the demised premises.

(3) No sewage, wastes, trash or debris shall be emptied or discharged into any lagoon, lake or canal or into the waters of Santa Rosa Sound or the Gulf of Mexico or any tributaries thereof.

(4) Pending the availability of sanitary sewers, the lessee or user of each lot or parcel shall construct a septic tank sewage system with adequate leech lines which must have a by-pass for grease and oil from the kitchen and garage before entering the septic tank, the construction of which shall be in accordance with law and the rules and regulations of the public authorities having jurisdiction of the same, and the regulations of the Authority.

(5) Lessee shall be bound by and shall strictly observe all rules and regulations established or to be established by the Authority, the State Board of Health and any other governmental authority or agency relating to health, sanitation, safety and the public welfare.

B. Buildings and Other Improvements

(6) No building, fence, wall, walk, driveway, roadway, parking area, pier, dock, sea-wall or other structure shall be

commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, type of foundation, structural design, color scheme and location of such structure or work to be done, and the grading and planting plan of the plot to be built upon, shall have been submitted to and approved in writing by the Authority and a copy thereof as finally approved filed permanently with the Authority. The Authority shall have the right to refuse to approve any such plans and specifications or grading or planting plan which may not be suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans and specifications or grading or planting plan may take into consideration the suitability of the proposed building or other structure or planting or grading plan and of the materials to be used in the construction or on the site and the harmony thereof with the surroundings and the effect of the building or other structures, planting or grading on the outlook from the adjacent or neighboring property and on the appearance and development of the Island as a whole.

(7) All buildings, structures and improvements of every kind erected or maintained and all alterations and additions thereof on the Island shall conform to the provisions of the official building code of the Authority as promulgated, amended, altered or revised by it from time to time. The said building code shall be on file at the principal office of the Authority and open to public examination during the usual business hours of the Authority. A building permit issued by the Authority shall be effective for the period of time stated therein and, if construction is commenced within such period, any changes in the building code or zoning regulations subsequent to the date of the permit shall not apply to the work or construction authorized in such permit without the consent of the holder thereof.

(8) No building, or part thereof, shall be erected or maintained on any lot or parcel closer to any street or waterfront line than is shown on the then official plat of the Authority as the "front building line," nor closer to the rear lot line than is shown on said plat by the "building line." Wherever "front building line" appears designated on said plat it shall be taken to designate the front of the lot and all buildings shall front in that direction. No building or structure shall be erected closer to side lot lines, side street lines or other buildings than the required minimum distance that may be prescribed upon said official plat. The Authority in all cases, in event of ambiguity, absence of build-

ing lines from its official plat or conflict between the plat and any written instrument, shall have the right to determine and designate the building line and the location of buildings necessary to conform to the general plan of development, and the Authority's judgment and determination shall be final and binding.

(9) No docks, piers, buildings or structures of any kind whatever shall be erected, constructed or permitted on any beach or below the high water line on the shore of Santa Rosa Sound or the Gulf of Mexico or any other body of water without the prior written approval of the Authority.

(10) No well shall be sunk without the prior consent in writing of the Authority.

C. Reservations of Easements

(11) An easement and right-of-way is hereby expressly reserved in, on, under and over a strip five feet in width along the side and rear lines of all lots for the erection, construction and maintenance of poles and wires and clearing of trees and pruning of branches, and for the construction and maintenance of underground pipes and conduits and of all proper and necessary attachments for electric light, power and telephone service and for the construction and maintenance of storm water drains, land drains, sanitary sewers, pipe lines for supplying gas and water and for the construction and maintenance of any other public or quasi-public utility. The Authority shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved. This easement and right-of-way shall not apply to such portions of the areas mentioned as to which the Authority shall have consented in writing to a conflicting use.

D. Miscellaneous Regulations

(12) Unsightly vacant property. The Authority reserves the right to care for vacant and unimproved lots or parcels notwithstanding any lease or permits for the use thereof, and to remove and destroy any undesirable growths or unsightly and obnoxious thing therefrom, and to do any other things and to perform any other labor necessary or desirable in the judgment of the Authority to keep any lot or parcel and the land contiguous and adjacent thereto neat and in good order, and charge the same against the lessee of such lot or parcel. In order for any expense incurred by the Authority hereunder to be charged against any lessee such lessee must

have been notified in writing by the Authority to do the work specified in such notice at his own expense at least thirty (30) days prior to the doing of the work by the Authority.

(13) Signs. No sign of any character shall be erected, pasted, posted or displayed upon or about any lot or parcel or anywhere on the island without the written permission of the Authority and the Authority shall have the right of uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Standard advertising signs for various types of commercial lessees will be prescribed.

(14) Off street parking. Each lessee shall provide off the street parking areas on his leased lot or parcel for his own vehicles and commercial lessees shall in addition provide off the street parking areas for employees to the extent that the Authority may from time to time reasonably require.

(15) Commercial deliveries. The Authority expressly reserves the right to restrict the time for deliveries by commercial trucks or otherwise of supplies, merchandise and services to such reasonable hours as shall least interfere with other traffic to and from and on the Island. Emergency deliveries at different hours may be permitted by an authorized agent of the Authority.

(16) Identification of Employees. The Authority in its discretion may from time to time require such persons as it may direct who are employed in commercial establishments on the Island, including operators and managers, to wear or carry such badges, cards or other identification as may be prescribed by the Authority.

(17) Pets and Animals. No live stock, animals, chickens or fowl of any kind shall be permitted at large upon the Island. Dogs and cats owned as personal pets will not be permitted on the beaches at all and will be permitted elsewhere on the Island only when leashed or muzzled.

(18) Temporary Structures. Tents, trailers, houseboats or temporary structures of any kind will not be permitted upon the Island or the waters adjacent thereto, except that trailers or temporary camps may be authorized in areas expressly set aside by the Authority for such use.

E. Right to Prescribe Other Restrictions,
Zoning, Etc.

(19) The Authority expressly reserves the right to

classify and re-classify from time to time areas for zoning purposes and to prescribe, amend or revoke regulations and restrictions applicable to such areas and buildings and structures therein and the uses thereof, but no such classification, regulations, or restrictions shall apply to any portion of the Island then under lease without the consent of the lessee thereof.

(20) Notwithstanding the filing of record of any plat by the Authority of any portion or portions of the Island, the Authority nevertheless reserves unto itself the following:

(a) The right to restrict the use of streets, parks, beaches, and other public areas in residential sections to the residents in such sections and their guests.

(b) The sole right to control and consent to the use of any street, road, park or other easement for public street transportation purposes.

(c) The right to vacate, modify or alter any such plat in whole or in part or parts, provided that the location and size of any lot or parcel then under lease shall not be altered without the written consent of the lessee, nor shall access to the said lot from the main road leading to the nearest bridge across Santa Rosa Sound or access to and from the nearest beach be impaired without the written consent of the lessee.

(21) The Authority, notwithstanding the terms and provisions contained in this instrument, hereby expressly reserves the right, in its absolute discretion, at any time to annul, waive, change or modify any of the covenants and restrictions herein contained as to any lot, parcel or part of said island not then under lease and, with the written consent of the majority in number of the lessees of the lots in any area designated by the Authority, as to the lots or parcels in such designated area.

(22) Notwithstanding the designation on official plats of areas as business, commercial, residential, recreational and the like, the Authority expressly reserves the right to permit within any of such areas the use of lots or parcels for schools, churches, libraries, art galleries, museums and other religious, civic or cultural purposes.

F. Penalties and Remedies.

(23) If any lessee or occupant of any lot or parcel shall violate or attempt to violate any of the restrictions and covenants applicable to such lot, it shall be lawful for the Authority or any person or persons leasing property

on the Island to prosecute proceedings in law for the recovery of damages against the person or persons so violating or attempting to violate any such covenants and restrictions; or to maintain a proceeding in equity for the purpose of restraining or preventing such violation; provided, however, that the remedies herein stated shall be construed as cumulative of all other remedies now or hereafter provided by law; and, provided further, that the violation of any such restrictions or covenants shall as to the Authority be construed as a breach of the lease of the person committing or permitting such violation.

IN WITNESS WHEREOF, the said Santa Rosa Island Authority has caused this instrument to be signed by its chairman, attested by its secretary, and the seal of the Authority to be affixed hereto, this 10th day of February, 1949.

SANTA ROSA ISLAND AUTHORITY

By J. H. Sherrill
Chairman



ATTEST:

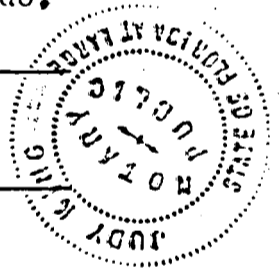
Carl Johnson
Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared J. H. Sherrill, well known to me and known to me to be the Chairman of Santa Rosa Island Authority, and acknowledged that he executed the foregoing instrument for and in the name of said Authority, as its chairman, and caused its seal to be thereto affixed, pursuant to due and legal action of said Authority authorizing him so to do.

WITNESS my hand and official seal this 10th day of February, 1949.

Judy King
Notary Public



NO. 4065 FILED FEB 10 1949 My commission expires 6/25/52

AT 3:39 O'CLOCK P.M. RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA IN THE BOOK AND PAGE NOTED ABOVE.
LANGLEY BELL CLERK CIRCUIT COURT
BY Jaye Orayls
DEPUTY CLERK