

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN that by these presents that, RANDALL CONSTRUCTION COMPANY, being the owner of the below described property, having been subdivided and duly recorded into residential lots, located in Escambia County, Florida, more particularly described as follows:

Beginning at the North right of way line of North Street, as shown on the plat of Beach Haven S/D, recorded in Deed Book 46, Page 51 of the public records of Escambia County, Florida, and the easterly right of way line of State Road #289-A which point lies on the arc of a circular curve concave southwesterly having a radius of 1196.28 feet and whose tangent bears N 22° 46'37" W; run thence northwesterly along the arc of said curve and along said right of way line of State Road #289-A through a central angle 13° 11'52" a distance of 275.56 feet, thence N 60°15'50" E 242.32 feet, thence N 57°22'30" E 37.30 feet, thence N 52°36'30" E 62.22 feet, thence N 07°59'10" W 20.00 feet, thence N 52°59'10" W 45.86 feet to the point of curvature of a circular curve concave southeasterly having a radius of 150 feet and a central angle of 180°00'00"; thence northerly and easterly along the arch of said curve 471.24 feet to the point of tangency of said curve, thence S 52°59'10" E 60.00 feet, thence N 65°49'32" E 22.17 feet to a point on the arc of a circular curve concave southeasterly having a radius of 280.00 feet, thence northeasterly along the arc of said curve through a central angle of 23°00'06" a distance of 112.41 feet to the point of tangency of said curve, thence N 75°53'56" E 83.16 feet, thence N 30°53'56" E 20.00 feet, thence N 14°06'04" W 45.86 feet to the point of curvature of a circular curve concave southeasterly having a radius of 150.00 feet and a central angle of 180°00'00"; thence northerly, easterly, and southerly along the arc of said curve 471.24 feet to the point of tangency of said curve, thence S 14°06'04" W 45.86 feet, thence S 59°06'04" E 20.00 feet; thence N 75°53'56" E 48.03 feet to the point of curvature of a circular curve concave southeasterly having a radius of 113.00 feet, thence Northeasterly along the arc of said curve through a central angle of 06°32'00" a distance of 128.85 feet, thence N 59°34'08" E 25.99 feet, thence N 04°56'32" W 230.00 feet, thence N 15°19'54" W 97.26 feet to the point of curvature of a circular curve concave southerly having a radius of 150.00 feet, thence northerly and easterly along the arc of said curve, through a central angle of 87°09'54" a distance of 228.20 feet, thence N 71°50'00" E 479.43 feet, thence S 37°57'16" E 312.14 feet to a point on the arc of a circular curve concave northwesterly having a radius of 170.00 feet, thence northeasterly along the arc of said curve through a central angle of 08°33'14" a distance of 25.38 feet, thence along a line radial to the last mentioned curve, S 56°40'21" E 167.69 feet; thence N 64°53'50" E 34.80 feet to a point on the east line of sections 21 and 35, thence S 01°58'50" W along said section line 324.76 feet to a point on said northerly right of way line of north street; thence along said right of way line the following five courses and distances: S 52°02'44" W, 399.21 feet; S 85°03'28" W, 603.76 feet, S 75°53'56" W, 529.73 feet; S 37°00'50" W, 466.42 feet; S 71°06'00" W, 265.46 feet to the point of beginning.

Containing 26.42 acres.

do hereby encumber the said property with the following restrictive covenants which shall run with the land and shall be binding until January 1, 2010, and shall be automatically extended for successive periods of five years unless an instrument signed by the owners of a majority of the lots contained herein has been recorded cancelling or changing the restrictions.

1. Use Requirements: The property described above shall be used for residential purposes only. Lots containing townhouses shall be subject to being further subdivided to convey individual units to the owners thereof and shall also be subject to the conditions and restrictions stated herein. Lots eight (8) and fourteen (14) Block A to be used as right of way to property retained by owner. Lot one (1) Block A and Lot one (1) Block C retained for commercial usage, and all these are excepted from these covenants.

a. Dwelling Quality and Size. The floor area of a single family dwelling, exclusive of porches, garages, carports and patios shall not be less than 1100 square feet. No changes shall be made to the exterior finish or color without authorization from the Architectural Control Committee. See paragraph ten.

b. Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the subdivision, no awnings, shades, or screens shall be attached to, hung or used in the exterior of any window or door of a unit. Also, no foil or other reflective material shall be used on any windows for sun screens, blinds or any other purpose. All window treatments shall have a lining or appearance of a neutral or off-white color as viewed from the exterior of the building.

c. Building Condition, General Appearance, and Health Regulations. All premises shall be maintained in good repair, clean and sanitary at all times. No aerials or antennas of any kind shall be placed or erected in or on front of any unit.

d. Games and Play Structures. All fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of corner lots within the setback lines. Treehouses or platforms of like nature shall not be permitted. Basketball backboards shall not be visible from the street.

e. Temporary Structures and/or Vehicles. No structure of a temporary character. trailer, mobile home, basement, tent, shack, detached garage, barn, or other outbuilding shall be constructed nor located on the premises. Other detached structures (i.e. storage sheds), boats, trailers, travel trailers, motorhomes, campers, and other vehicles shall be constructed or parked only within the confines of a carport, garage or in the rear of the dwelling. Major repair of vehicles shall be done only within the confines of a garage. Non-operational or junk vehicles shall not be parked in the streets nor on the premises of any dwelling, except in a temporary emergency situation.

2. Setback Requirements: No building shall be located on the lot nearer than eighteen (18) feet to the front lot line nor nearer than ten (10) feet from the rear lot line as both are shown on the plat of the above described real property. No structure shall be nearer than five (5) feet from any interior lot line. For the purposes of these restrictive covenants, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot. It is hereby stipulated that a ten (10) percent variance or allowance will be granted on the aforementioned set back requirement, without consent from the undersigned or any third party.

3. Loss or Damage by Casualty: If any part of a dwelling shall suffer loss or damage by casualty it shall be repaired or reconstructed as follows:

All such damage or loss shall be repaired or restored to its original condition as expeditiously as is possible but in no case longer than 270 days from the knowledge of such damage or loss by the owner.

4. Fences: No fence nor wall of any kind shall be constructed on any lot nearer to the front line than the rear of the dwelling. Fences that are constructed will be in good taste and in conformity with the general neighborhood setting. Fences which are visible from a street must be six foot wood vertical privacy fences.

5. Signs: No signs of any kind shall be displayed to the public on any lot except one professional sign, of not more than five square feet advertising the property for sale or for rent, or signs used by the developer/builder to advertise the property during its construction and sale.

6. Noxious or Offensive Trade: No noxious nor offensive trade or activity shall be carried out upon the properties, nor shall anything be done thereon which may become an annoyance to the other owners of property. No lot nor any building erected thereon shall be used for the purposes of any manufacture or public amusement. No business activity shall be conducted on any portion of the property.

7. Animals: No animals, poultry, fowls, nor livestock of any kind shall be kept, raised, nor bred on any property, except not more than two each household pets (dogs, cats, and birds). All pets will be managed in such a way by their respective owners so as not to pose a threat or annoyance to other property owners.

8. Garbage and Trash Disposal: All trash, garbage, and other waste shall be kept in sanitary containers, and, except during pickup, if required to be placed at the curb, shall be located out of sight from the front street. There shall be no burning of trash or other waste material and no unimproved lot shall be allowed to become a dumping ground for any reason.

9. Common Septic Tanks: As to any lot that contains a multi-unit dwelling that has one common septic tank, the following restrictions and protective covenants shall apply:

a. Any septic tank that services two or more dwellings, shall be known as a common septic tank.

b. The cost of maintaining the common septic tank shall be borne equally by the owners of the dwellings that are serviced by the tank.

c. In the event of damage or destruction of a common septic tank, other than may result from the negligence of any owner of a dwelling serviced by the tank, the owners of the dwellings serviced by a common septic tank shall at their joint and equal expense, repair or replace whatever portion or all of the septic tank that is necessary to restore the tank to the proper working condition, and each party, his successors and assign shall have the right to full use of the septic tank so repaired or replaced. If any party's negligence shall cause damage to, destruction or obstruction of a common septic tank, then such negligent party shall bear the entire cost of repair or reconstruction.

d. It is understood and agreed that, notwithstanding the other terms of these covenants and restrictions, each owner shall be responsible for the maintenance, upkeep, repair and replacement of all the individual lines that run from his or her unit to the common line of the common septic tank.

e. No owner, without the consent of all of the owners of dwellings serviced by a particular common septic tank, shall alter or change in any manner the common septic tank and it shall always remain in the same location as where originally installed, unless required to be moved in order to comply with the appropriate government's health regulations or costs. There shall be common and perpetual easement in that part of the property on which a common septic tank is located for the purposes stated herein.

f. Each owner shall not permit nor commit damage to or destruction of any common septic tank.

g. This common septic tank covenant and agreement shall inure to the benefit of and apply to any existing or subsequent mortgage holder on the property described herein.

10. Architectural Control. No buildings, walls, nor other structure shall be commenced, erected, or maintained upon the above described real property without the expressed consent of any of the following individuals that are appointed as an Architectural Control Committee: HENRY W. RANDALL and HENRY E. RANDALL, 1045 S. Fairfield Drive, Pensacola, Florida 32506.

11. Right to Waive: The undersigned reserves for itself and its assigns the right to waive violations of these restrictions by written instrument upon its determination that the violation waived does not adversely affect the value, utility, or enjoyment of any other lot in the development and does not constitute a hazard to anyone.

12. Remedies for the Violation of Restriction: If any owner or occupant of any parcel or portion of the above described real property shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for the undersigned or any person or persons owning any other portion of the subject property to institute prosecution proceedings in law or in equity against any person or persons either to prevent them from doing so, to recover damages, or to seek other legal or equitable remedies available that result from such violation. Damages shall be constructed to also include reasonable attorney's fees and court costs.

13. Invalidations: The invalidation of any of these covenants or restrictions or portions thereof by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

14. No Forfeiture: In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 26th day of May, 1986.

Signed, sealed and delivered in the presence of:

[Handwritten signatures of witnesses]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RANDALL CONSTRUCTION
COMPANY

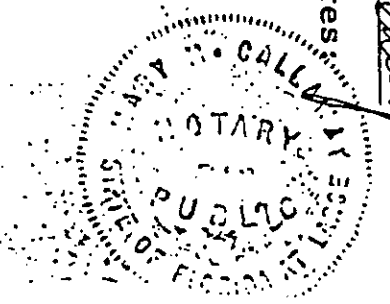
BY *[Handwritten signature]*

Before the subscriber personally appeared HENRY W. RANDALL, known to me to be the individual described by name and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and seal this 26th day of May, 1986.

[Handwritten signature of Notary Public]
Notary Public
My Commission expires

Notary Public, State of Florida
My Commission Expires Feb. 26, 1990
I hold this for Jan. Insurance, Inc.



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FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

JUN 6 12 16 PM '86

IN BOOK & PAGE NOTED ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY