STATE OF FLORIDA

COUNTY OF SANTA ROSA

*Prepared by:
John W. Minger, Jr.
203 John Sims Pkwy.
Niceville, FL 32578

Initial Restrictions

OR BOOK 901 PAGE 129
SANTA ROSA COUNTY, FLA.

COVENANTS AND RESTRICTIONS
FOR
BEACHSIDE SUBDIVISION

WHEREAS,

Beachside of Navarre, Inc. ("Developer"), is the owner of certain subdivided real estate in Section 20, Township 2 South, Range 26 West, Santa Rosa County, Florida, known as Beachside Subdivision and more particularly described on Exhibit A attached hereto and made a part hereof (THE "SUBDIVISION").

WHEREAS, said Developer, in developing the Subdivision is desirous of placing certain covenants and restrictions upon the use of all of the land comprising the Subdivision and is desirous that said covenants and restrictions shall bind the successor holders of title to any portion of the Subdivision.

NOW, THEREFORE, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land included in the Subdivision, and does hereby place upon the Subdivision the following covenants and restrictions. These covenants and restrictions shall run with title to said land and the grantee of any deed conveying any lot or lots, parcels or tracts included in the Subdivision shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions.

(1) SINGLE FAMILY RESIDENCE ONLY. No structure shall be erected, altered or permitted to remain on any lot in the Subdivision other than for use as a single family residence. The main residence on each lot shall be not more than 35 feet in height above the normal surface of the ground. No building situated on any lot shall be rented or leased separately from the rental or lease of the entire property, nor shall any property be leased for use other than as a single family residence. Nothing herein contained shall be construed to permit any lot owner to use any lot for road purposes or as an easement to any lands not contained with the Subdivision.

(2) MOTORIST'S VISION TO REMAIN UNOBSTRUCTED. No structure or planting

W. RAY TOUCHSTONE, JR.

(including but not limited to a fence, wall, hedge, shrub, bush tree or other thing, natural or artificial) shall be placed or located on any lot, if the location of same will obstruct the vision of the motorist upon any of the streets.

SANTA ROSA COUNTY, FLA.

(3) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE

(a) Interior Lots. No residence shall be erected or allowed to remain on Lots 14 thru 21 in the Subdivision, unless the square foot area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1300 square feet.

(b) Waterfront Lots. No residence shall be erected or allowed to remain on Lots 1 thru 13 in the Subdivision unless the square foot area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1500 square feet.

(4) OTHER STRUCTURES.

(a) Interior Lots/Non-waterfront. Construction of structures other than main residence and any garage attached thereto and included in the initial construction thereof shall not be permitted on any lot of Subdivision except that the following ancillary structures shall be permitted: Pet house (up to 25 square feet and not more than 5 feet high), hothouses and pumphouses up to 100 square feet and not more than 15 feet high), poolhouse or children's treehouse or playhouse (up to 145 square feet and not more than 12 feet high), outdoor fireplace or barbecue pit (up to 9 square feet and not more than 10 feet high), and swimming pools and mechanical installation in connection therewith. Any such ancillary structures permitted hereunder shall be attractively landscaped and constructed only in the lot area to the rear of the main residence of material similar to main residence.

(b) Waterfront lots. All requirements of pargraph (a) of this section shall apply to waterfront lots except structures may be located to rear or front of main residence.

(5) SET BACK FOR ALL STRUCTURES. No building or any type or kind or permanent structure (except drives and walks), or any part or any of same, shall be erected, placed or allowed in the area of any lot lying between the front building setback line of 25 feet and the street on which the lot abuts; or nearer to any interior side lot line a distance of 4 feet or nearer than 25 feet to any rear lot line or within 50 feet of mean high tide line of Santa Rosa Sound.

(6) WATER SUPPLY AND SEWAGE DISPOSAL. The water supply shall be furnished by Holly-Navarre Water System and sewage disposal by individual septic tanks. [illegible] bility of a [illegible]

(7) RESUBDIVIDING OR REPLATTING OF LOTS. Any resubdividing or replatting of lots in the Subdivision is hereby prohibited.

(8) FENCES.

(a) Interior Lots. Fences or walls may not be erected on any portion of any lot except on the rear or interior side lot lines and no closer to the front of the lot than the front line of the main residence. No fence or wall shall be erected higher than seven feet from the normal surface of the ground and until the quality, style, color and design shall have been first approved by the Developer or its duly appointed representative.

(b) Waterfront Lots. Fences not to exceed six feet in height from ground surface are permitted. Fence type, quality, style, design, color, material, must be first approved by Developer or its duly appointed representative. Should a privacy fence be constructed on waterfront area of lot, such fence shall not extend toward water within 50 feet of mean high tide line. Within 50 feet of mean high tide line a security fence not to exceed four feet in height may be constructed of material that does not obstruct water view provided such fence shall not extend toward water beyond vegetation line.

(9) IMPROVEMENTS TO BE APPROVED BY DEVELOPER. For the purpose of further insuring the development of Subdivision as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive appearance from the sides of view, the Developer reserves the exclusive power and discretion to control and approve the design of all buildings, structures and other improvements to be built on each lot.

(10) GARAGES AND CARPORTS. The improvements on a lot shall include a garage which shall have a capacity for at least one car. No carports shall be built on any lot.

(11) NO PARKING OF VEHICLES, BOATS, ETC. No wheeled vehicles of any kind, boats or any offensive objects may be kept on the paved roads of the Subdivision, or in the unpaved front yard area of any lot. Boats or wheeled vehicles may be kept completely inside a garage attached to the main residence or within the rear yard of a lot provided such object is sufficiently screened to be obstructed from view from outside of the lot, or parked on the driveway serving a lot or an extension of the driveway near the garage. No trailers or mobile homes shall be maintained or kept on any lot.

(12) NO SHEDS, SHACKS OR TRAILERS. No shed, shack, trailer, tent

or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary residence and other building during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any lot used in connection with the construction or sale of houses being built in Subdivision for no longer than twelve months.

(13) SIZE OF SIGNS. No sign of any character shall be displayed or placed upon any lot except as approved by the Developer. The Developer hereby approves "FOR SALE" signs to be placed upon said lot by an owner-resident or his agent to facilitate the sale of the home. The Developer may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

OR BOOK 901 PAGE 132
SANTA ROSA COUNTY, FLA.

(14) COMMERCIAL SIGNS. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development, marketing or sales purposes.

(15) NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each lot shall be located underground so as not to be visible.

(16) COMPLETION OF COMMENCED CONSTRUCTION. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. All permanent structures shown on the plans and specifications approved by the Developer must be completed within twelve (12) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. All landscaping must be completed six (6) months after construction, the property owner shall install at his expense a suitable concrete or asphalt driveway (width to be at least 10 feet unless otherwise approved by Developer) from the paved portion of the abutting street to his garage entrance. Driveway location and elevation shall be

submitted to the Developer for its approval and the driveway shall not interfere with or impede the flow of drainage surface water along the road right-of-way. During the construction on any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at the location for the proposed driveway. Such vehicles shall not be parked so as to obstruct the street or upon any such property other than the lot on which the construction is proceeding. During construction all trash and waste material generated shall be removed and disposed of by the contractor at regular intervals so that the lot does not become unsightly.

BOOK 901 PAGE 133
SANTA ROSA COUNTY, FLA.

(17) MAIL BOXES. Mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines or similar material may be erected or located on any lot. The type of material for said boxes or receptacles shall be compatible and in keeping with the neighborhood.

(18) PETS. Not more than two dogs, or two cats, or four birds (excluding parrots) or four rabbits may be kept on a single lot for the pleasure and use of the occupants. No animals of any kind may be kept for any commercial or breeding use or purpose. If, in the sole opinion of the Developer, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times.

(19) NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of-ways.

(20) UTILITY EASEMENTS ON FRONT OF LOTS. The Developer, for itself, its successors and assigns, hereby reserves and is given an

easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installations, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a further easement retained hereby in favor of Developer described as a seven and one-half foot strip at the front of each lot and on, in, over and under designated easements. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. The Developer for itself and its successors and assigns reserves the right to designate the users of all such easements by parties other than the real property owners.

BOOK 901 PAGE 134
SANTA ROSA COUNTY, FLA.

(21) LOT APPEARANCE. The owner of each lot, whether such lot be improved or unimproved, shall keep such lot free of trash and rubbish, and shall keep such lot at all times in a neat and attractive condition. In the event the owner of any lot fails to comply, the Developer shall give written notice to the property owner to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in Developer's judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such lot.

(22) DEVELOPER MAY CORRECT VIOLATIONS. Wherever there shall have been built or there shall exist on any lot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Developer shall, after giving written notice to the property owner, have the right, but no obligation, to enter upon the property where such

violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer liable in any way for any damages on account thereof.

(23) APPROVAL OF DEVELOPER. Wherever in these covenants and restrictions the consent of approval of the Developer 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 Developer. Such request shall be sent to Developer by Registered Mail with return receipt requested. In the event that the Developer fails to act on any such written request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action 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.

BOOK 901 PAGE 135
SANTA ROSA COUNTY, FLA.

(24) AMENDMENTS OR ADDITIONAL RESTRICTIONS. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions, but 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 single lot from any part of the covenants and restrictions which have been violated if the Developer in its sole judgment determines such violation to be a minor or insubstantial violation.

(25) DEVELOPER MAY DESIGNATE A SUBSTITUTE. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign 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 hereunder or under the provisions herein contained. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the right, powers, privileges, authorities and reservations given to or reserved by Developer 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 comprising the Subdivision. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

(26) AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS. In addition to the rights of the Developer provided for in paragraph (24) hereof, the Developer reserves and shall have the right, with the consent of the persons then owning 75 percent or more of the platted lots sold shown on the plat of Beachside to amend or alter these covenants and any parts thereof in any other respects.

OR BOOK 901 PAGE 136
SANTA ROSA COUNTY, FLA.

(27) ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS. No property owner, without the prior written consent and approval of the Developer may impose any additional covenants and restrictions on any part of the land shown on the plat of this Subdivision.

(28) RESTRICTIONS EFFECTIVE PERIOD. The covenants and restrictions numbered 1 through 29, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and unless released as herein provided, be deemed to be covenants and restrictions running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2003.

(29) 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 Developer or any person or persons owning any lot of the Subdivision (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 Developer, 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 fees 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 separate and independent. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF the Developer has hereunto set his hand and seal this 12 day of August, 1987.

OR BOOK 901 PAGE 137
SANTA ROSA COUNTY, FLA.

Beachside of Navarre, Inc.

Beachside of Navarre, Inc.

John Parish, President

STATE OF FLORIDA

COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day personally appeared before me, a Notary Public in and for the State of Florida, John Parish, to me well known to be the President of Beachside of Navarre, Inc., and who executed the foregoing Covenants and Restrictions, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 12th day of August, 1987.

Notary Public

My Commission Expires: [illegible]

EXHIBIT "A"

BEACHSIDE SUBDIVISION, according to the plat thereof as recorded in Plat Book D, Page 94 of the Public Records of Santa Rosa County, Florida.

BOOK 901 PAGE 138
SANTA ROSA COUNTY, FLA.

CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

FILED
SANTA ROSA COUNTY
CLERK'S OFFICE
AUG 21 10 16 AM '87
GERALDINE BARNES
CLERK CIRCUIT COURT

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* OFFICIAL RECORDS * 1of1
BK 2051 PG 1026

FILE # 200243141
RCD: Sep 11 2002 @ 02:45PM

SANTA ROSA COUNTY, FL
Mary M Johnson, Clerk

Amendments To
"Covenants and Restrictions
For
Beachside Subdivision"

Whereas: On February 10, 1989, and recorded March 14, 1989 in Book 1009, Page 202, Beachside of Navarre, Inc. did assign and transfer all its rights and powers, as described in the Restrictive Covenants of Beachside S/D recorded in O. R. Book 901, Pages 129 through 138, Public Records of Santa Rosa County, Florida, to John W. Minger, Sr., W. H. Minger, and John W. Minger, Jr., herein called the Developers, and,

Whereas: The Developers of Record of Beachside Subdivision did on 31 May 1994, under provision of Paragraph 25, Page 7 of said Restrictive Covenants, assign all rights and powers set forth in said Covenants to Charles L. Jones as Developer of Record; and

Whereas: Included in provisions of said Covenants is the stated aim of "insuring the development of Subdivision as a residential area of highest quality and standards;" and

Whereas: All of the property and lots in Beachside Subdivision is not fully developed and improved; and

Whereas: The Developer of Record is empowered at Paragraph (24) (a) of the Covenants to amend the Covenants and Restrictions to conform to the general purposes and standards of the Covenants and Restrictions.

Therefore: In order to assure that future developments on unimproved lots will be bound to the high standards set out in the Covenants, the Developer does hereby amend Paragraph (28) of said Covenants and Restrictions to read, to wit: "(28) RESTRICTIONS EFFECTIVE PERIOD. The Covenants and Restrictions numbered 1 through 29, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and unless released as herein provided, be deemed to be Covenants and Restrictions running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2013."

IN WITNESS WHEREOF: I set my hand and seal this 11th day of September 2002.

WITNESS

Sara G. Jones

Sara G. Jones

DEVELOPER OF RECORD

Charles L. Jones

Charles L. Jones
8249 Pompano St.
Navarre, FL 32566-6924

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 11th day of September 2002, by CHARLES L. JONES, who is personally known to me and who did not take an oath.

Cynthia L Davidson

Notary Public

OFFICIAL NOTARY SEAL
CYNTHIA L DAVIDSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC901286
MY COMMISSION EXP. JAN. 11,2004

File # 200700506, OR BK 2687 Page 1476, Recorded 01/04/2007 at 03:54 PM, Mary M. Johnson, Clerk Santa Rosa County, Florida Deputy Clerk LM Trans # 340326

AMENDMENTS TO RESTRICTIVE COVENANTS
And
ASSIGNMENT AND ACCEPTANCE OF DEVELOPER'S RIGHTS
BEACHSIDE SUBDIVISION

WHEREAS: On February 10, 1989, and recorded March 14, 1989 in Book 1009, Page 202, Beachside of Navarre, Inc. did assign and transfer all its rights and powers, as described in the Restrictive Covenants of Beachside S/D recorded in O.R. Book 901, Pages 129 through 138, Public Records of Santa Rosa County, Florida, to John W. Minger, Sr., W..H. Minger, and John W. Minger, Jr., herein called the Developers, and,

WHEREAS: The Developers did desire and did hereby transfer all rights and powers as described in the restrictive Covenants of Beachside S/D to Charles L. Jones. These rights and powers are being assigned as set forth in Paragraph 25, Page 7 of said Restrictive Covenants, and

WHEREAS: The Developer or Record Charles L. Jones does desire, and does hereby transfer all rights and powers as described in the restrictive Covenants of Beachside S/D to Steve Colony, Beachside Subdivision, Navarre, Florida. These rights and powers are being assigned as set forth in Paragraph 25, Page 7 of said Restrictive Covenants. Covenants and restrictions are read to comply with this assignment; all other restrictions and covenants in effect.

IN WITNESS WHEREOF: we set our hand and seal this 11th day of Dec. 2006

WITNESSES:

Printed Name: Cynthia L Davidson

Printed Name: MARCIA Alton

Charles L Jones by Sara D. Jones POA
Charles L Jones
Developer of Record

12/11/2006
Date

IN WITNESS WHEREOF: I, Steve Colony, accept the assignment of the aforementioned rights and powers, provided, however, such acceptance does not include and expressly excludes acceptance or assumption of any responsibility, claim, cause of action, or legal liability or obligation of any kind whatsoever which sahall predate in existence, cause or basis, said acceptance.

WITNESSES:

Printed Name: CYNTHIA DAVIDSON

Printed Name: Tracy Walls

Steve Colony
Steve Colony

12/11/06
Date

State of Florida
Santa Rosa County, Florida

The foregoing instrument was acknowledged before me this 11th day of Dec, 2006, by ~~Charles L. Jones~~ and Steve Colony, who are know to me and did not take an oath.
Sara D Jones POA for CHARLES L. JONES

Cynthia L Davidson
My Commission DD257150
Expires January 11, 2008

Printed Name

Notary Public
My Commission expires:

Document prepared by CHARLES. L. JONES
8249 POMPANO ST.
NAVARRE, FL 32566

POWER OF ATTORNEY

Charles Larimore Jones, the "principal," of Navarre, FL, herewith appoints Sara G. Jones of Navarre, FL, as their attorney in fact, to act in the place and stead and with the same authority as Principal would have to do the following acts:

To conduct any and any business regarding my deposit accounts, loans, safe deposit box, or other banking business in regard to the any bank, of Navarre, FL and/or elsewhere This power shall specifically include, but is not limited to the right to deposit, withdraw, sign checks or drafts, make stop payment orders, and to conduct any banking transactions necessary or possible in regard to my banking relationship with any bank

To represent me before the Internal Revenue Service in regard to the following taxable years and returns:

Forms: Form 1040
Years 2005 and 2006 and other years

To act for me in the regard to the following: To represent me, and/or to make any and all decisions in any matter or issue whatsoever, as though made by myself.

This power of attorney shall be in effect from February 17, 2006 to February 17, 2008 and shall not be revoked due to my incapacity, and will continue in effect should I ever become incapacitated. In the event of my incapacity, this power of attorney shall continue Beyond *February 17, 2008 until such time as I am no longer incapacitated.*

Charles Larimore Jones

Charles Larimore Jones, As Principal

STATE OF Florida
COUNTY OF Santa Rosa

Charles Larimore Jones personally appeared before me and acknowledged the execution of this power of attorney for the purposes set forth therein.

Dated: 2-17-06

Cynthia L Davidson

Notary Public

Cynthia L Davidson
My Commission DD257180
Expires January 11, 2008