

PROTECTIVE COVENANTS

STATE OF FLORIDA)

WALTON COUNTY)

REGISTER NO. 15911
WALTON COUNTY, FLA.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Choctawhatchee Beach Corporation, a Florida corporation, is the holder and owner of the fee simple title in and to the following described real property located in the County of Walton, State of Florida, to-wit:

All of Blocks One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), according to the Plat of Daugettes First Addition to Choctawhatchee Beach as filed for record in the Office of the Clerk of the Circuit Court in and for Walton County, State of Florida, on September 13, 1957, and recorded in Plat Book 3, at Page 12,

and,

WHEREAS, said owner desires to encumber the above described real property with the restrictions set forth hereinafter to enhance and protect the value of said property;

NOW, THEREFORE, in consideration of the premises, and the benefits accruing to said corporation therefrom, the undersigned, Choctawhatchee Beach Corporation, a corporation organized and existing under the laws of the State of Florida, does hereby encumber the above described property, and does hereby impose upon and encumber each and every lot included therein, with the restrictive covenants and conditions set forth hereinafter following, which said restrictive covenants and conditions shall run with the land and shall be binding on all parties and persons claiming under it until the date of December 31, 1987, at which time the said covenants and restrictions shall be automatically extended for successive periods of time of ten years each.

If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants and conditions herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and conditions to either prevent any violation of said covenants or conditions or to recover damages or other dues for such violations.

The invalidation of any part of said restrictive covenants and conditions by a judgment or decree of court shall in no wise affect or invalidate any of the remaining provisions of said covenants.

For the purpose of applying restrictive covenants the above described real property is, and hereafter shall be, divided into classes and is designated and classified as follows:

BUSINESS "A"

Lots 18 through 21 in Block One (1).
 Lots 18 through 21 in Block Two (2).
 Lots 15, 15A and 16 in Block Three (3).
 Lots 1 through 4 in Block Four (4).
 Lot 1 in Block Five (5).
 Lots 22 through 25 in Block Six (6).
 Lots 13 through 16 in Block Seven (7).
 Lots 30 and 31 in Block Nine (9).

BUSINESS "B"

Lots 5 through 20 in Block Four (4).
 Lots 2 through 22 in Block Five (5).

RESIDENCE "A"

Lots 21 through 33 in Block Four (4).
 Lots 23 through 35 in Block Five (5).
 Lots 6 through 29, 32 through 36 and 44 through 75
 in Block Nine (9).

RESIDENCE "B"

All of Block One (1) except Lots 18, 19, 20, 21.
 All of Block Two (2) except Lots 18, 19, 20, 21.
 All of Block Three (3) except Lots 15, 15A and 16.
 All of Block Six (6) except Lots 22, 23, 24, 25.
 All of Block Seven (7) except Lots 13, 14, 15, 16.
 All of Block Eight (8).
 Lots 1 through 5 and 38 through 43 in Block Nine (9).
 All of Block Ten (10).
 All of Block Eleven (11).

The said restrictive covenants and conditions are, and shall be,
 as follows:

I

ON BUSINESS "A" LOTS:

A. No setback shall be required with reference to either
 front or side lot lines.

B. No enterprise shall be conducted or carried on, engaged
 in or permitted which constitutes a nuisance to the adjoining property
 owners by reason of the emission of cinders, dust, fumes, gas, odor,
 noise, refuse matter, smoke, vapor or vibration.

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II

REGISTER NO. 15911
WALTON COUNTY, FLA. 3

ON BUSINESS "B" LOTS:

A. All buildings permitted on Residence "A" lots shall also be permitted, and in such event shall be governed by respective restrictions for Residential "A" lots.

B. Buildings shall be permitted which are designed and constructed for single, double or multiple residential.

C. No building or structure shall be erected on any lot nearer than ten (10) feet to the front lot line.

D. No enterprise shall be conducted or carried on, engaged in or permitted which constitutes a nuisance to the adjoining property owners by reason of the emission of cinders, dust, fumes, gas, odor, noise, refuse matter, smoke, vapor, or vibration.

III

ON RESIDENCE "A" LOTS:

A. No residential or dwelling units containing less than Seven Hundred Twenty square feet of floor space per unit shall be erected on any lot, excluding carports, patios, porches and garages.

IV

ON RESIDENCE "B" LOTS:

A. No residential or dwelling units containing less than Five Hundred Sixty square feet of floor space per unit shall be erected on any lot, excluding carports, patios, porches and garages.

V

ON RESIDENCE "A" AND RESIDENCE "B" LOTS:

A. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached, single family dwelling unit, with attached or detached garage, with quarters for domestics attached to the garage.

B. No structure on any of said lots shall be used for business or commercial purposes; provided, however, the renting of the premises, in whole or in part, shall not be construed to be a business or commercial operation.

C. No building shall be erected on any residential lots nearer than twenty-five (25) feet to the front lot line.

D. No building or structure shall be erected on any residential lots nearer than seven and one-half (7½) feet to any side lot line, but this restriction shall not apply to any garage erected on the rear one-fourth of any lot; provided, however, on corner lots no structure shall be permitted nearer than fifteen (15) feet to the side street line.

E. No lots shall be re-subdivided into building lots, or plats, with a total area of less than seven thousand five hundred (7500) square feet each, or with a width of less than seventy-five (75) feet each.

F. No nuisance shall be permitted or maintained on any lot, or lots.

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

VI

On all lots above described howsoever classified or designated:

A. All buildings and structures erected on any lot, or lots, shall be new construction of masonry, wood or standard fabricated building materials, and shall be so designed and constructed as to be solidly constructed and shall generally conform with the buildings of like classification in the immediate vicinity.

B. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, privy or other outbuildings, only, excepting temporary building shacks, shall be used on any lot at any time for any purpose, either temporarily or permanently, and all building shacks must be removed from the premises at the completion of the construction of the primary building.

C. An easement is hereby reserved over the five (5) feet of each lot along all boundary lot lines for utility installation and maintenance, including sewer lines and manholes. Should two or more lots be joined together under one ownership, the easement here reserved shall apply only to the outside boundary lot lines of the tract so owned. The easement here reserved shall not apply to lots designated and classified business "A" lots.

D. No nuisance shall be permitted or maintained on any lot, or lots.

E. No driveways, culverts, or other structures shall be built between the lots and the traveled portion of the streets and highways that shall obstruct drainage, nor shall any ditch or drains be constructed which shall cause surface water to flow over any lot. Any roads or driveways connecting any lots with the traveled portion of the street or highway, shall be so constructed as to permit the free flow of water over, along and down such roadway and roadway drainage.

F. The setback lines here provided for side lot lines shall apply only to exterior boundary lines of any lot or group of lots which may be joined together in one tract or parcel. No fence or wall more than three (3) feet high shall be erected nearer to any street than the minimum building setback line unless first approved by the architectural control committee herein provided.

G. The erection, construction and installation on any of the lots above described of a well and pumping station for the purpose of supplying water to the various lots within the subdivision, shall not be deemed, considered or construed to be a violation of these restrictions, or any part thereof.

H. No building shall be erected, placed or altered on any lot until the construction plans and specifications thereof have been approved in writing by the architectural control committee.

1. The architectural control committee is composed of the President, Vice President and Secretary of Choctawhatchee Beach Corporation, a Florida Corporation. 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.

VII

CANAL LOTS RESIDENTIAL "A", "B" AND BUSINESS "B"

A. On all Residential "A" lots and Residential "B" lots and business "B" lots abutting Little and Baker Canals, no boat houses shall be permitted to be built which will extend over the rear lot line into the Canals. No docks, piers or walkways shall be permitted to extend more than seven and one-half (7½) feet into the water from property lines. The intent of this restriction is to leave a clear forty five (45) foot canal. However, there shall be no limitation as to the length of any boat house, dock, pier or walkway running parallel with the canal.

B. On lots 1, 2, 3, and 4, Block Four (4), no dock, boat house, pier or walkway shall extend more than twenty-five (25) feet from property line.

C. On lot 1, Block Five (5), no dock, boat house, pier or walkway shall extend more than thirty (30) feet from north property line nor more than fifty (50) feet on east property line.

D. On lots 30 and 31, Block Nine (9), no boat houses, docks, walkways or piers shall be built into Little Canal. The area within the boat basin is unrestricted, provided, however, the owner of said lot 30 shall have no right to build any such structures north of the line if extended dividing said lots 30 and 31, and the owner of said lot 31 shall have no right to build any such structures south of the said line if extended dividing said lots.

E. No unsightly boat houses, piers or walkways shall be erected or maintained.

VIII

Choctawhatchee Beach Corporation does hereby reserve and retain unto itself the right within its sound discretion to waive any minor violations of said protective covenants and restrictions.

IN WITNESS WHEREOF, Choctawhatchee Beach Corporation, by and through its duly elected and qualified corporate officials hereunto set its hand and seal this 10th day of October, 1957.

CHOCTAWHATCHEE BEACH CORPORATION,

By

F. H. Daquette
F. H. Daquette, Its President

ATTEST

Clifford Redden
Clifford Redden, Its Secretary



STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, personally appeared F. R. Deugette and Clifford Reeves to me known and known to be the persons described in and who executed the foregoing instrument as president and secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 10th day of October, 1957.

Marion Wilson
Notary Public

My commission expires Dec 26, 1961



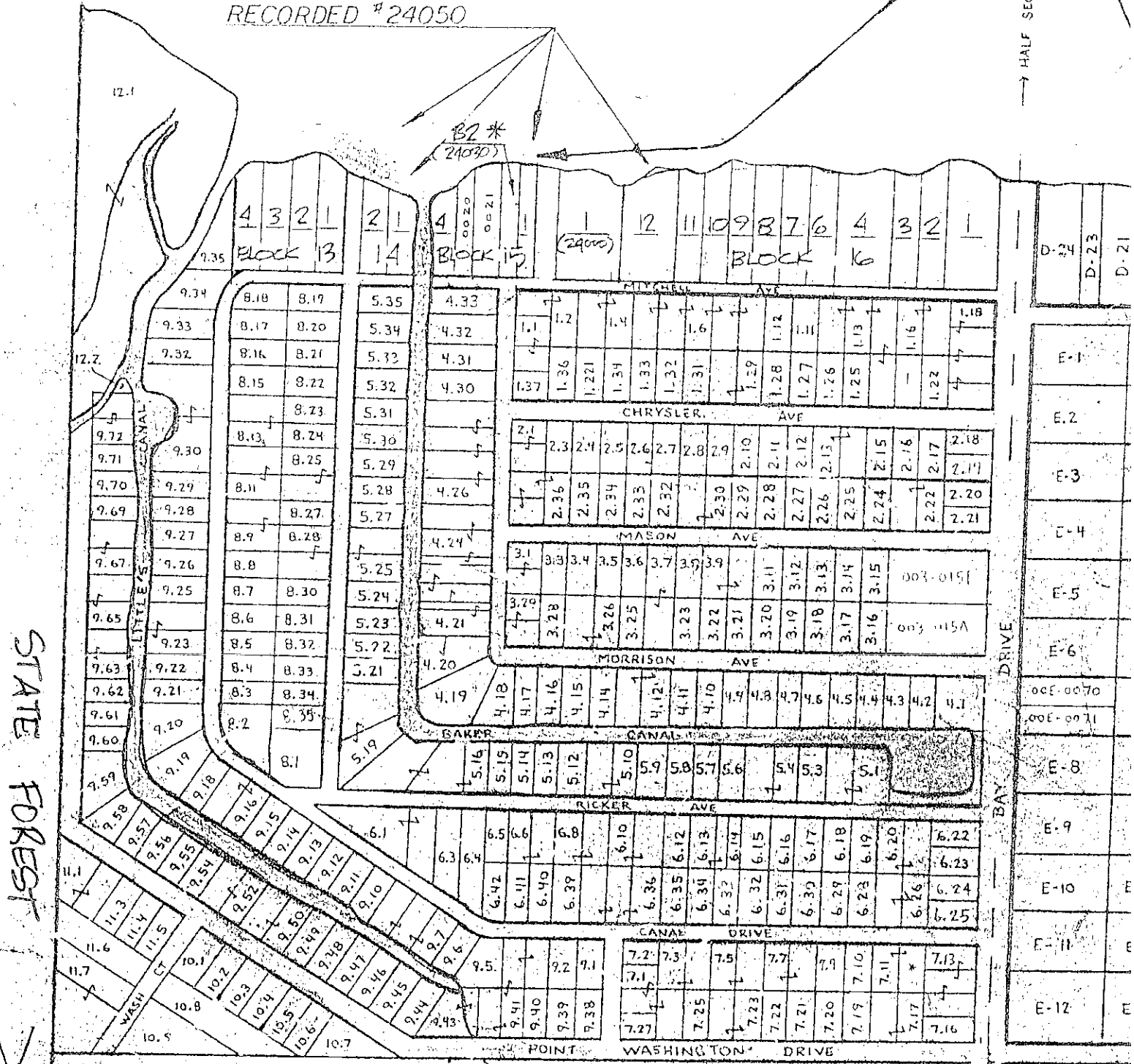
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CHOCTAWHATCHEE BAY

CH
BE.
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DAUGHETTES S/D
BLOCKS 13, 14, 15 + 16
NOT FOUND IN
RECORDED #24050

→ HALF SEC LINE



STATE FOREST

DAUGHETTES AMENDED
24050 P.B. 3-24

STATE FOREST

285

BAY