

PROTECTIVE COVENANTS AND RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that whereas on the 15th day of June, 1954, certain proposed protective covenants and restrictions were prepared for the use of the Okaloosa Island Authority, which said protective covenants and restrictions were in error and have never been approved or adopted by the Okaloosa Island Authority and were, in fact, recorded without any approval or adoption by the said Okaloosa Island Authority in Deed Book 120 at Page 123 through Page 137 in the Public Records of Okaloosa County, Florida, and the said Okaloosa Island Authority being desirous of giving public notice to all persons concerned that said protective covenants and restrictions, recorded as set out above, are of no effect and were so recorded by error; and

WHEREAS, the said Okaloosa Island Authority has heretofore filed for record a certain plat entitled "Subdivision of Blocks 4 and 5, Santa Rosa Island", duly recorded in Book 2, Page 84, of the Public Records of Okaloosa County, Florida, and has the intent of filing contemporaneously herewith certain plats, and shall file hereafter certain plats covering certain areas on Santa Rosa Island opposite the City of Fort Walton Beach in Okaloosa County, State of Florida, specific reference being hereby made to said subdivision plats; and

WHEREAS, the said Okaloosa Island Authority, as an agency of and acting for Okaloosa County, Florida, as the owner of such lands, desires specifically to declare and define the extent of the dedication to be effective by the filing of said subdivision plats for record in said Public Records and to express, define and impose certain conditions and limitations affecting and relating to the property contained in the same; and

WHEREAS, the undersigned, in its desire to keep the development of said Island on a high level for the benefit and pleasure of residents and visitors on said Island and for the protection of property values thereon, desires to place on and against all real property owned by Okaloosa County within the boundary areas of said subdivisions certain protective covenants regarding the improvement and/or use of the same;

*Peace*  
ASSIGNMENT OF THIS ~~MORTGAGE~~ RECORDED IN "OFFICIAL RECORDS" BOOK 462 AT PAGE 46 OF "OFFICIAL RECORDS" THIS Apr 25 1958  
BY Shirley Ann Robinson Walter S. Anderson  
DEPUTY CLERK CLERK CIRCUIT COURT

*Peace*  
ASSIGNMENT OF THIS ~~MORTGAGE~~ RECORDED IN "OFFICIAL RECORDS" BOOK 468 AT PAGE 49 OF "OFFICIAL RECORDS" THIS Apr 25 1958  
BY Shirley Ann Robinson Walter S. Anderson  
DEPUTY CLERK CLERK CIRCUIT COURT

BOOK 121 PAGE 234

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said Okaloosa Island Authority does hereby expressly declare that the proposed protective covenants and restrictions recorded in Book 120, at Pages 123 to 137, inclusive, of the Public Records of Okaloosa County, Florida, are void and of no effect in their entirety, and does hereby make and file the following declaration, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvement of any of the property owned by Okaloosa County within said subdivision plats heretofore or hereafter filed for record, including the dedicated roads, avenues and streets, and all other public areas shown thereon, as follows:

There will be four classifications of zones:

- Zone B1 - Private Residential Areas
- Zone B2 - Apartment, Hotel Court and Hotel Areas
- Zone B3 - Light Commercial & Concession Areas
- Zone B4 - Parks, Beaches and Freeway Areas

No building or structure shall be erected or altered, nor shall any building or premises be used for any purpose, other than a use permitted in the area in which such building or premises are located.

No building or premises shall be used so as to produce greater heights, smaller yards or less unoccupied area and no building shall be occupied by more families than hereinafter prescribed for such building for the area in which it is located.

No lot which is now or may be hereafter built upon, as herein required, may be so reduced in area so that the yards and open spaces will be smaller than prescribed by this article, and no yard, court or open space provided about any building for the purpose of complying with the provisions hereof, shall again be used as a yard, court or other open space for any other building.

All references to and restrictions on lots herein refer to the individual numbered lots as shown on the Subdivision plans. No individual lot can be subdivided or combined in groups with other lots, even if they otherwise meet all requirements of the Protective Covenants, without special approval of the Authority.

#### Zone B1 - Private Residential Areas-

The Residential Areas Covenants in Part C and General Covenants in Part G shall apply to the following sites:

Block 4 - Boundaries: Second Beach Freeway to Third Beach Freeway, Santa Rosa Boulevard to Santa Rosa Sound, Lots #128 to 181 inclusive.

Block 5 - Boundaries: Third Beach Freeway to Fourth Beach Freeway, Santa Rosa Boulevard to Santa Rosa Sound, Lots #210 to 254 inclusive.

Block 6 - Boundaries Fourth Beach Freeway to Fifth Beach Freeway, Santa Rosa Boulevard to Santa Rosa Sound, Lots #283 to 338 inclusive.

Block 7 - Fifth Beach Freeway to Sixth Beach Freeway, Santa Rosa Boulevard to Santa Rosa Sound, Lots #367 to 421 inclusive.

Block 8 - Boundaries: Sixth Beach Freeway to rear of Lots #479 to 482, Santa Rosa Boulevard to Santa Rosa Sound, Lots #450 to 502 inclusive.

Block 12 - Boundaries: Santa Rosa Boulevard to Marler Drive and north line of Lot 18, rear of lots on west side of Siebert Street to West line of State Property, Lots #3 to 18 inclusive and Lots #28 to 38 inclusive.

Zone B2 - Apartment, Hotel Court, and Hotel Areas-

The Apartment, Hotel Court and Hotel Area Covenants in Part D and General Covenants in Part G shall apply to the following sites:

Block 2 - Boundaries: Casino Avenue to First Beach Freeway, Santa Rosa Boulevard to 10' Walk rear of Lots 34, 35, 36, 37, Lots #15 to 37 inclusive.

Block 3 - Boundaries: First Beach Freeway to Second Beach Freeway, Leaseholders Beach Gulf of Mexico to Santa Rosa Sound, Lots #45 to 115 inclusive and Lots #120 to 127 inclusive.

Block 4 - Boundaries: Second Beach Freeway to Third Beach Freeway, Santa Rosa Boulevard to Gulf of Mexico, Lots #182 to 209 inclusive.

Block 5 - Boundaries: Third Beach Freeway to Fourth Beach Freeway, Santa Rosa Boulevard to Gulf of Mexico, Lots #255 to 282 inclusive.

Block 6 - Boundaries: Fourth Beach Freeway to Fifth Beach Freeway, Santa Rosa Boulevard to Gulf of Mexico, Lots #339 to 366 inclusive.

Block 7 - Boundaries: Fifth Beach Freeway to Sixth Beach Freeway, Santa Rosa Boulevard to Gulf of Mexico, Lots #422 to 449 inclusive.

Block 8 - Boundaries: Sixth Beach Freeway to Seventh Beach Freeway, Santa Rosa Boulevard to Gulf of Mexico, Lots #503 to 531 inclusive.

Block 12 - Lots #19 to 27 inclusive.

Zone B-3 - Light Commercial and Concession Areas-

The Light Commercial and Concession Area Covenants in Part E and General Covenants in Part G shall apply to the following sites:

Block 1 - Boundaries: Highway U.S. 98 to Casino Avenue, Santa Rosa Boulevard to Yacht Basin and Santa Rosa Sound, Lots #1 to 13 inclusive.

Block 11 - Boundaries: Radar Station DICK to First Beach Freeway, Santa Rosa Boulevard to Gulf of Mexico, Block 11 inclusive.

Block 12 - Lots #1A, #1BE, #1BW, #1C, #2A, #2B.

Block 13 - Boundaries: East line of State Property to East line of subdivision; U. S. Highway 98 to Choctawhatchee Bay, Lots #22 to 25 inclusive.

Zone B4 - Parks, Beaches and Freeway Areas-

The Parks, Beaches and Freeway Area Covenants in Part F shall apply to the following sites:

All shown on subdivision drawings.

PART C - RESIDENTIAL AREA COVENANTS

Uses - Within any B1 Private Residential Area, no building, structure or premises shall be used or arranged or designed to be used, except for the following use:

A detached, vacation or permanent residence for only one family or for one housekeeping unit.

Accessory uses incident to the above permitted use but not including the conduct of a business or industry or any driveway or walk giving access thereto:

(1) A private garage on the same lot within the building to which it is accessory and in which garage no business is conducted. Under no conditions are garages to be detached from the main residence. All must be included in one building. Garage space may be provided for two motor vehicles on any lot and may be provided for one additional motor vehicle for each 2500 sq. ft. of lot area by which such lot exceeds 8,000 sq. ft. Only one commercial vehicle may be stored on any lot. No part of any such garage shall be used for residence purposes.

(2) Domestic employees of the owner, lessee or occupants may be housed in the principal building. No separate or detached employees' quarters will be permitted.

(3) Signs pertaining to the lease, sale or use of a lot or building may be placed thereon provided the placement and size of such signs are in accordance with the provisions in lease form of the property.

Height - It is desired that no building in this area exceed 1-1/2 stories in height; however, in special instances where size of lot and growth of trees warrant, buildings may be increased to a height of 2 stories upon receipt of written approval of the Authority.

Yards - There shall be yards on each front of the building as follows:

(1) Street Front Yard: No building shall be erected, reconstructed or altered so as to project in any manner beyond a setback line which is shown on the map designated "Area Zone Map", Santa Rosa Island, Okaloosa County, Florida".

(2) Right side front yard: There shall be a right side front yard at every building. The minimum width from the lot line for such yard shall be fifteen (15) feet.

(3) Garden Front Yard: There shall be a garden front yard at every building. No building shall be projected beyond the setback line shown on Area Zone Map.

(4) Left side front yard: There shall be a left side front yard for every building. The minimum width from the lot line for such yard shall be fifteen (15) feet. In no instance shall houses be less than 30 feet apart.

Lot Area: The minimum requirements shall be 8,000 sq. ft. of lot area for each single residence.

Improvement Quality and Cost: No dwelling shall be permitted on any lot at a cost of less than \$7.00 per square foot 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 can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 sq. ft. except on the following sites the minimum floor areas shall be 900 sq. ft. exclusive of open porches and garages:

all lots facing Santa Rosa Sound  
in Blocks 3, 4, 5 and 6.

Single Family Residence - B2 Area: Single family residences, when built in B2 area, shall have a minimum floor area of:

900 sq. ft. when built on lots facing Santa Rosa Boulevard.

1,000 sq. ft. when built on lots facing Gulf of Mexico.

Excepting Single Family Residence Block 12-B1 Areas: Single family residences shall have minimum floor area of 466 sq. ft. including open porches.

Uses - Within any B2, Apartment, Hotel Courts and Hotel's Area, no building, structure or premises shall be used or arranged or designed to be used in any part except for one or more of the following uses in addition to uses permitted in B1 Private Residential Area:

- (1) Duplex residence-apartment
- (2) Hotels
- (3) Tourist or hotel courts
- (4) Apartment house

(5) Affiliated services built in conjunction with, and within the same plan as (2), (3) and (4) above, such services being, as newsstands, barber shops, beauty shops, dining rooms, drug shop, rental boat basins, delicatessens, filling stations, variety shops, clothing shops, flower shops and other shops as may be deemed necessary and proper by the Authority and the Project Architect, from time to time, to serve the needs of tourists and vacationists. Exterior display or advertising signs for such facilities shall be in accordance with the lease form for the property in question. In no instance shall there be more than one sign per project.

(5) Accessory uses as permitted in B1 Private Residential Areas except as follows:

Special variations will be made for car covers to be built in conjunction with hotels, apartments and hotel courts.

Height - No building shall exceed seventy-five feet or six stories in height, height measured from sea level.

Yards - There shall be yards on each front of the building as follows:

(1) Street Front Yard: No building shall be erected, reconstructed or altered so as to project in any manner beyond a setback line which is distant from the street line, such distance being set out on the map which is designated "Area Zone Map, Santa Rosa Island, Okaloosa County, Florida".

(2) Right Side Front Yard: There shall be a right side front yard for every building. In absence of any setback line designated on Area Zone Map, the minimum width from the lot line for such yard shall be twenty (20) feet, except duplex residential use, the line shall be 15 feet.

(3) Left Side Front Yard: There shall be a left side front yard for every building. The minimum width from the lot line for such yard shall be twenty (20) feet, same as (2) above, except duplex residential use the line shall be 15 feet.

(4) Garden Front Yard: There shall be a garden front yard at every building. No building shall project beyond the setback line shown on Area Zone Map.



PART 3 - LIGHT COMMERCIAL AND CONCESSIONS AREA

Uses - Within any B3, Light Commercial and Concessions Area, no building, structure or premises shall be used or arranged or designated to be used in any part except for one or more of the following uses:

- (1) Uses as permitted in B1, B2 areas.
- (2) Swimming and bath house facilities.
- (3) Pleasure boating and water sports.
- (4) Skating.
- (5) Golfing.
- (6) Amusement concessions.
- (7) Theaters.
- (8) Gulfarium
- (9) Parks, playgrounds and picnic areas.
- (10) Other facilities as may be deemed necessary and proper by the Island Authority and the Project Architect, from time to time, to serve the recreational needs of the tourists and vacationists.

Height - No building shall exceed seventy-five feet or six stories in height, height measured from sea level.

Yards - There shall be yards on each front of the building as follows:

(1) Street Front Yards: No building shall be erected, reconstructed or altered so as to project in any manner beyond a setback line which is distant from the street line, such distance being set out on the map which is designated "Area Zone Map, Santa Rosa Island, Okaloosa County, Florida.

(2) Right Side Front Yard: There shall be a right side front yard for every building. The minimum width from the lot line for such yard shall be twenty (20) feet.

(3) Garden Front Yard: There shall be a garden front yard at every building. No building shall project beyond the setback line shown on Area Zone Map.

(4) Left Side Front Yard: There shall be a left side front yard for every building. The minimum width from the lot line for such yard shall be twenty (20) feet.

Signs - Display or advertising signs, regulations same as Part D above.

PART F - PARKS, BEACHES AND FREEWAY AREA

Uses - Within any B4, Parks, Beaches and Freeway Areas, no building, structure or premises shall be used, arranged or designed to be used except for public recreational purposes including one or more of the following uses:

- (1) Parks
- (2) Playgrounds
- (3) Boat basins and facilities
- (4) Pedestrian walkways

Non-Use - There shall not be permitted any structures permitted in B1, B2, B3 areas.

No installations, docks, piers, or wharfs shall project beyond the shore line, but rather all such installations shall be brought inland in form of basins.

Beach Protection - No sand or soil must be disturbed beyond the sea side of the sand dunes crest facing the Gulf of Mexico without written permission from the Authority at the direction of Chief Engineer of the Division of Water Survey and Research, Florida State Board of Conservation.

The beaches, for 300 ft. inland from mean water level (or to the dune crest line, whichever is the greater distance), are under strict control of the Authority and under no circumstances must they be altered or tampered with or built upon.

One hundred fifty feet inland from the mean water line, in front of all B1 and B2 Areas, will be public beaches. The next 150 ft. inland will be private beaches as set out on subdivision plats and all beaches in front of B3 and B4 Areas will be public from dune crest line (or building line) to mean water level.

Parks and Freeway Areas - All such allocated park areas will be grassed and planted and maintained according to plans and all these areas will be the responsibility of the Authority as to improving and maintenance.

Beach freeways are to serve pedestrians - to open all vistas from water to water and where pedestrian traffic flows after being collected from walkways at the Garden Fronts of individual properties. No encroachment whatsoever otherwise is to be allowed in these areas.

PART C - GENERAL COVENANTS AND RESTRICTIONS.1. Building Permits-

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plan showing the location of such building, have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to location of the building, and a building permit has been issued by Okaloosa Island Authority. Cost of building permits will be as follows:

Residential - \$50.00  
Business - 1% of cost

Cost of building permits include services of the Consultant Architect.

2. Architectural Control -

(a) The Consultant Architect: The Authority shall at all times maintain the services of qualified and reputable architects and planners (for the Development) for the purpose of advising the Authority as to compliance with all Building Codes, Protective Covenants, Zoning, etc., as well as quality of architectural design and structural fitness. All building projects whatsoever shall be subject to the approval of said architect.

Each individual lessee will be entitled to services rendered by the architect on behalf of the Authority and as Consultant and Advisory Architects on behalf of the lessee. The Consultant Architect's duty to the lessee is to

- Act as liaison between lessee and Authority
- Advise lessee as to policies of Authority
- Assist lessee and his Architect and Engineer in preliminary planning for environment and coordination in harmony with all improvements.
- Assist and advise in use of foundations and construction for beaches and hurricane weather.
- Give flora information.

The services of the Authority's Consultant Architect are not to be confused with the designing and supervisory services of a required architect and/or engineer for the particular project. The fees of the Consultant Architect are included in the cost of the building permit.

(b) Architectural & Engineering Services: In order to maintain the highest quality design and construction demanded, individual lessees are requested to employ the services of registered architects and engineers, all in accordance with State of Florida statutes pertaining thereto.

### 3. Leaseholder's Association -

The leaseholders will be represented by a Leaseholders Association, properly incorporated and operated by themselves, for the purpose of coordinating all affairs between the lessees and the Authority.

The Authority will request a committee of three from the Leaseholders Association to be known as the Architectural Committee. Duties of this committee will be to advise and assist the Authority and the Consultant Architect in affairs of protective covenants that affect the leaseholders.

### 4. Health, Sanitation and Cleanliness -

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.

Each lessee shall keep all improvements on the demised premises in good repair, properly 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.

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.

Pending the availability of sanitary sewers, the lessee or user of each lot or parcel shall construct a septic tank sewerage system with adequate leach 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.

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

### 5. Buildings and Other Improvements -

No building, fence, wall, walk, driveway, roadway, planting, parking area, pier, dock, seawall 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 grading or planting 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, grading or planting on the outlook from the adjacent or neighboring property and on the appearance and development of the Island as a whole.

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 adopted by the Authority as promulgated, amended, altered or revised by it from time to time. This code is the Southern Standard Building Code.

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.

No docks, piers, buildings or structures of any kind whatsoever 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 except as shown on the Master Plan.

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

Fences or walls not more than four (4) feet high; with three (3) feet being preferable, may be erected in any residence area but no fence shall be maintained more than twenty-five feet of any street intersection so as to interfere with traffic visibility around the corner. Neither shall any fence extend beyond any street front setback line.

#### 6. Reservation of Easements -

An easement and right of way is hereby expressly reserved in, or, under and over a strip five feet in width along the front, sides and rear lines of all lots for the erection, construction and maintenance of poles and wires and clearing of trees and pruning branches, and for the construction and maintenance of underground pipes and conduits and of all proper and necessary attachments for electric lights, 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.

#### 7. Miscellaneous Regulations -

Unightly Vacant Property. At the discretion of the Authority, it may notify any lessee to properly care for vacant and unimproved lots or parcels notwithstanding any lease or permits for the use thereof, such care to be as, the removal of any undesirable growths or unsightly and obnoxious thing therefrom, and to do any other things and to perform any other labor necessary and 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.

If the work has not been carried out within thirty (30) days after written notice, the Authority may do such work as specified and charge the expense of such work against the lessee of such lot or parcel.

Signs. No signs of any character shall be erected, posted, or displayed upon or about any lot or parcel or anywhere on the Island with the following exceptions:

(a) For Rent or For Sale signs for property, sign not to exceed two (2) square feet.

(b) Place of Business sign - a sign which would amply designate the name and type of business thereon. These signs shall be as agreed upon at the time of lease and as set out therein. All such signs to be consistent in height, area and design.

Off-Street Parking. Each lessee in Zone Areas B2, B3, B4 will be required to provide off-street parking areas for his business purposes. No parking whatsoever shall be permitted on Santa Rosa Boulevard or U.S. Highway 98 right of way (100 ft.) or on any street in zone areas B2, B3, B4. Parking will be permitted on residential streets, Zone Area B1.

Soil Stabilization. Each lessee will be required, immediately upon acquiring lease to his property, to stabilize the sand (soil) by planting cover grass, paving or shall parking areas and drive, and shrubbery - such planting to have approval of Authority.

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 the Island. Emergency deliveries at different hours may be permitted by an authorized agent of the Authority.

Pets and Animals. No livestock, animals, chickens, or fowl of any kind shall be permitted 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.

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

Santa Rosa Boulevard Traffic Control. Vehicular traffic access to Santa Rosa Boulevard from B1 Residential Areas or from any residential use in B2 and B3 areas is prohibited except via streets shown on plans.

All pedestrian traffic crossings at Santa Rosa Boulevard and beach freeways should be controlled by push button pedestrian traffic light.

### 8. Rights to Prescribe Other Restrictions, Zoning, etc.

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 thereon and the uses thereof, but no classification, regulations or restrictions shall apply to any portion of the Island then under lease without the consent of the lessee thereof.

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, subject to consultation with Leaseholders Association, the following:

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

(b) The 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 and adjoining lessees.

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.

Notwithstanding the designation on official plats of areas as 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.

#### 9. Penalties and Remedies -

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 the law for the recovery of damages against the person or persons 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 violations; 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.

#### 10. Covenants That Pertain to Buildings -

In addition to restrictions set out above, the following shall apply to all buildings:

(a) Protection against local climate and weather conditions. All buildings and structures shall be built in such a manner as to combat in every way possible Island weather conditions, such conditions being:



- (1) Excessively high humidity.
- (2) Heavy rainfall.
- (3) High winds.
- (4) Hurricanes.

(b) Enhancing Value of the Neighborhood. All buildings and structures shall be constructed in such a manner as to be considered good design in proportion, scale and in general, present a good overall appearance. The Consultant Architect shall review all plans and make recommendations.

(c) Materials to be Used in Construction. The Consultant Architect has made a thorough study of materials and methods and has prepared recommendations for building on the Island. This information is available upon application to the Architect. Included therein:

- (1) Types of materials best suited for construction.
- (2) Suggested details.
- (3) Other pertinent information as would be of value in the construction of any building or structure on the Island.

The foregoing protective covenants and restrictions approved and adopted this 21st day of November, 1955, at a duly called meeting of the Okaloosa Island Authority at which meeting there was present a quorum.

ATTEST:

*James C. Miller*  
Secretary

OKALOOSA ISLAND AUTHORITY

By *J. C. Sibert*  
Chairman



STATE OF FLORIDA  
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, personally appeared F. C. SIBERT and JAMES E. MILLER, Chairman and Secretary, respectively of the Okaloosa Island Authority, well known to me and known by me to be the said officers of the said Authority, and they acknowledged to me that they executed the foregoing instrument for the uses and purposes therein set forth.

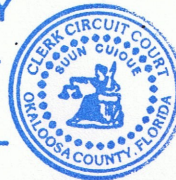
WITNESS my hand and official seal this 22nd day of November, 1955.

My commission expires:

6-30-56

*Joseph B. Anderson*  
Notary Public, State of Florida  
Large

CERTIFIED A TRUE  
AND CORRECT COPY  
DON W. HOWARD  
CLERK CIRCUIT COURT



BY *Don W. Howard*  
DEPUTY CLERK

DATE 3-20-09

STATE OF FLORIDA  
OKALOOSA COUNTY  
I hereby certify that this instrument was  
record this ..... day of .....  
at ..... M and day .....  
of ..... on page .....  
CECIL L. ANCHORS, CLERK  
BY .....  
FEE \$.....

STATE OF FLORIDA  
OKALOOSA COUNTY *26127, 55885*  
I hereby certify that this instrument was filed for  
record this *28th* day of *Dec*, A.D. 19 *55*  
at *1:55* M and day recorded in *Book 121*  
of *Page 252, 254*  
CECIL L. ANCHORS, CLERK  
BY *Don W. Howard*  
DEPUTY CLERK  
FEE \$ *1.75*

*Joseph R. Anderson*  
*Don W. Howard*