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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SEASHORE VILLAGE, A SUBDIVISION**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Declaration made on the 27th day of April, 1994 by
Connell Realty & Development Co., Inc., a Florida corporation
hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the leasehold interest in
the real property located in Escambia County, Florida, and more
particularly described as follows, to-wit:

Begin at the intersection of the East line of Lot 22,
Second Addition to Santa Rosa Villas as recorded in Plat
Book 11 at page 67 in the public records of Escambia
County, Florida and the mean high water line of Santa
Rosa Sound; thence S 03°43'37" W along the said East line
a distance of 258 feet ± to the Southeast corner of Lot
22; thence S 82°05'36" W along the Southerly boundary of
said Lot 22 a distance of 191.19 feet to the Southwest
corner of said Lot 22, said point being on the East
right-of-way line of Avenida De Manana; thence S
07°54'24" E along the said East right-of-way line for
151.29 feet to the point of curve of a circular curve
concave to the West having a radius of 223.00 feet and
a central angle of 45°09'00"; thence Southerly along the
arc of the said curve and said right-of-way line for an
arc distance of 175.73 feet; thence run S 12°27'41" W for
114.48 feet to a point on the Northerly right-of-way line
of County Road C-399 (120' R/W); thence run S 83°00'16"
E along said Northerly right-of-way 133.12 feet to the
point of curve of a circular curve concave to the North
having a radius of 7557.49 feet and a central angle of
04°26'03"; thence run Easterly along the arc of said
curve an arc distance of 584.90 feet; thence run N
00°03'04" W for 738 feet more or less to the mean high
water line of Santa Rosa Sound; thence meander Westerly
along said mean high water line to the Point of
Beginning.

All lying and being on Santa Rosa Island, Escambia
County, Florida, and containing 10.00 acres, more or
less.

THIS INSTRUMENT PREPARED BY;
GERALD L. BROWN
WELLS, BROWN & BRADY, P.A.
601 S. PALAFOX ST.
P. O. BOX 12584
PENSACOLA, FL 32573

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, and upon all persons deraining title through the Declarant, and its successors, assigns and their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. "Owner" shall mean and refer to the Lessee of record, whether one or more persons or entities, of a leasehold title, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

2. "Properties" shall mean and refer to that certain real property hereinbefore described.

3. "Lot" shall mean and refer to each of the platted lots as shown on the plat of Seashore Village, a Subdivision as recorded in plat book 15 at page 27 of the public records of Escambia County, Florida, including Parcel B.

4. "Association" shall mean and refer to Seashore Village Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. This is the Declaration of Covenants,

Conditions and Restrictions to which the Articles of Incorporation and By-laws of the Association make reference.

5. "Common Area" shall mean all real and personal property (including the improvements thereto) and all easements (including two (2) foot non-access easement and landscape, buffer easement for ingress-egress for maintenance of commons landscape, fence and irrigation system) and licenses which the Association members have the right to use and enjoy, and obligation to maintain, if any, and shall include, but not be limited to, any commons property, if any, shown on the recorded plat of Seashore Village including Parcel A and Parcel D, the sanitary, drainage and utility easements, fence, maintenance and ingress and egress easements, the dedicated streets and roads and utility easement in Parcel C; provided that commons area shall exclude the platted lots and Parcels B & C.

6. "Declarant" shall mean and refer to Connell Realty and Development Co., Inc., a Florida corporation, its respective successors and assigns.

7. "Plat" shall mean and refer to the plat of Seashore Village Subdivision which is recorded in plat book 15 at page 27 of the public records of Escambia County, Florida.

8. "Subdivision" shall mean and refer to Seashore Village, a Subdivision, situated in Escambia County, Florida according to the plat.

9. "Master Lease" shall mean and refer to that certain Amendment to Lease Agreement between Santa Rosa Island Authority and Connell Realty and Development Co., Inc. dated April 13, 1994,

and recorded in Official Record Book 3558 at page 0269 for the public records of Escambia County, Florida.

10. "Architectural Guidelines" shall be those set forth herein specifying the Requirements for Construction of all improvement on the Owners Lot attached hereto as Exhibits "A" and "B" and which shall serve as the guidelines for the review by the Architectural Control Committee as set forth hereinafter in Article V of this Declaration. The Declarant reserves the right to vary the architectural guidelines from lot to lot prior to the sale of a particular lot, but such variances shall not detract from the overall appearance of the subdivision.

11. "Conservation Easement" shall mean the "Conservation Easement and Restrictive Covenant" imposed upon certain areas of the Subdivision pursuant to Department of the Army Permit, Permit #199201744 (IP-SS) issued by the Department of the Army, Jacksonville District Corp. of Engineers ("Grantee") in favor of John B. Connell (Seashore Village) as "Permittee", which Permit is assigned to the Association, said Conservation Easement and Restrictive Covenant being attached hereto as Exhibit "C".

ARTICLE II
OWNER'S EASEMENTS OF ENJOYMENT

1. Every owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot (even if not referenced in the document of conveyance), subject, however, to the right of the Association to dedicate or transfer all or any part

of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association by vote of two-thirds (2/3) of the membership. The Common Area cannot be otherwise conveyed or mortgaged without the consent of at least two-thirds (2/3) of the owners of all of the Lots within the subdivision, but, for purposes of this vote, excluding the Declarant as an owner.

2. General. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

(a) The right of the Association to suspend the voting rights and rights to use any of the Common Areas by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of Association's published rules and regulations.

(b) The right of the Association, in accordance with its Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, provided that the rights of such mortgagee in the Common Areas shall be subordinate to the rights of Owners hereunder, and such action shall require the affirmative vote of two-thirds (2/3) members other than the Declarant.

(c) The right of Association to expand or bring other properties within the jurisdiction of the Association.

(d) An easement in favor of Declarant and Association to develop and construct improvements on the Common Areas and the

Conservation Easement Areas and to repair and maintain any existing improvements on such Common Areas and Conservation Easement Areas including ingress and egress to the improvements, Common Areas and Conservation Easement Areas.

3. Delegation of Use. Any owner may delegate, accordance with the By-Laws of the Association and subject to the reasonable rules and regulations elected by the Association, his right of enjoyment to the Common Areas, to the members of his family, guests, tenants (subject to restrictions on the term of any tenant lease as set forth hereinafter), and contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as such persons or entities may determine, but in no event shall more than one vote be cast with respect to any Lot.

2. The Association shall initially have two classes of voting memberships:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each lot or building site owned. When more

than one person holds an interest in any lot or building site, all such persons shall be members. The vote for such lot or building site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot or building site.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B. membership shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1994.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each building site which is owned by said Class B member. The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner.

3. Limitations on Declarant's Obligation to Pay Annual Assessment and Special Assessments. Declarant shall be excused from paying annual assessments and special assessments of any nature upon Lots owned by Declarant until such time as Class B

membership is terminated under Article III, Section 2 above; provided however, Declarant shall be legally bound and hereby guarantees to cover any deficit or shortage that may arise in the budget of Association prior to such time as Class B membership terminates.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of the Partial Assignment of Lease therefor, whether or not it shall be so expressed in such lease, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the interest in the Lot and shall be a continuing lien upon the interest in the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien on the Lot until satisfied.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners of the Properties, their licensees and invitees and for the improvement and maintenance of the Common Area and specifically: for maintenance of any pier or walkway constructed by the Association, and subdivision's entrance; maintenance of the road right-of-way fencing; maintenance of the island landscaping for the islands within the road right-of-ways; maintenance of the subdivision entrance signs, lighting, water pump(s), sprinkler system(s), electric meter(s), and maintenance of the landscaping along that portion of Via DeLuna which abuts Seashore Village, and throughout the Seashore Village subdivision; the payment of electric power bills for the operation of the sprinkler system(s) and the lighting at the entrances to the subdivision and any lighting on any islands throughout the subdivision, if any; the payment of the water bills for the sprinkler systems; the cleaning of debris from lots or building sites on which a residential dwelling has not yet been constructed; the payment of insurance premiums; the maintenance of the privacy fence along Via DeLuna notwithstanding the fact that the fence is erected on and will exist on individually owned lots; and complying with all the terms and conditions of the Conservation Easement and Permit issued by the Department of the Army, Jacksonville District Corp. of Engineers in favor of John B. Connell, Permit #199201744 (IP-SS) and the Conservation Easement and Restrictive Covenant imposed upon parts of the Subdivision. In the event a pier or

walkway is constructed on Parcel "D", the Association shall build, own and maintain the same. Purposes herein shall also be deemed as authority for and responsibility of the Association.

3. Annual Assessment/Maximum Annual Assessment. Unless changed in accordance with the provisions of this paragraph, and without the necessity of any action or further action by the Board of Directors, the annual assessment shall be \$250.00 per lot or building site per year (herein "maximum annual assessment"), payable in advance by the 30th day of January of each year, but prorated for the remainder of the months in the year. The maximum annual assessments may be changed and/or fixed in accordance with the following provisions:

(i) From and after January 1, 1995, the maximum annual assessment may be increased each year by the Board of Directors not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(ii) From and after January 1, 1995, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment.

The Association shall have the obligation to maintain any common area and shall pay all ad valorem property taxes, if any, and lease fees assessed upon them, if any, and shall maintain adequate hazard insurance, liability insurance, and fidelity bond

coverage (in such minimum amounts as shall be required by FHA, VA and FNMA).

4. Reserve Account. The Association shall establish and maintain a reserve account as it determines in good faith as necessary and adequate to make periodic repairs and improvements to any Common Area.

5. Owners Obligation of Maintenance. The Owners shall be responsible for maintenance and repair of any and all improvements located within his Lot, including, but not limited to painting, repairing, replacing and caring for roofs, exterior building services, trees, shrubs, grass, walks, driveways and other exterior improvements. The Owner agrees to maintain all improvements located within his Lot consistent with the upscale architecture of the subdivision including but not limited to painting, woodsiding, handrails, balconies, etc. on a regular basis and replacing other materials as they are damaged or aged.

The Owners of Lots abutting Santa Rosa Sound shall be responsible for maintaining the commons landscape fence being part of the eighty (80') foot buffer and Conservation Easement as designated on Plat of the Subdivision. Each Lot Owner shall be responsible for retaining and maintaining the Conservation Easement Area located on his Lot in its original condition and as required by the "Conservation Easement and Restrictive Covenant" and Corp. of Engineer Permit #199201744 (IP-SS) including during construction and thereafter. Upon failure of Owner to comply with these requirements, the Association shall have the right to comply for

the Owner and all costs and expenses incurred shall be deemed a special assessment upon the Owners Lot. Crosswalks for Lots abutting Santa Rosa Sound shall be allowed as provided in Article V, paragraph 25.

Lot Owners shall be responsible for directing any surface water flow from their property and adjacent right-of-way to the mitigation or Conservation Easement Area on their property in a manner similar to the sketch attached hereto as Exhibit "D".

6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction (including privacy fence) due to storm damage or otherwise, repair or replacement or maintenance of a capital improvement or landscaping or fencing that is part of the Common Area or Conservation Easement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

7. Notice and Quorum for Any Action Authorized Under this Paragraph. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of parties entitled to cast thirty-five

percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Regardless of the provisions set forth herein, the Association shall be obligated to pay all ad valorem property taxes and lease fees upon any Common Area, if any, and no limitation as provided herein shall ever prohibit the Association from increasing the annual assessment by an amount sufficient to pay such; excepting that a special assessment against a Lot and Owner of the Lot for retaining and maintaining the Conservation Easement Area as provided in Article IV, 5, shall be against the Lot and Owner violating that provision.

9. Date of Commencement of Annual Assessment Due Dates. The annual or assessments provided for herein shall commence as to all Lots at such time as is fixed by the Board of Directors, but in no event, no later than January 1, 1995. The Board of Directors shall fix the amount of the annual or assessment against each Lot at least thirty (30) days in advance of each assessment period, except for the first assessment which shall be \$250.00 per Lot. Written notice of the first assessment and each annual assessment thereafter shall be sent to every Owner subject thereto. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

10. Effect of Non-payment of Assessments. Remedies of the Association. Any assessment payments not paid within thirty (30) days after the due date shall accelerate the due date of the entire assessment and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

11. Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments becoming payable after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a building site obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of

foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Escambia County, Florida, prior to the recording of the foreclosed mortgage, and such subordinate lien shall be extinguished. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of, any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien.

12. Maintenance. In the event an Owner shall fail (after 30 days written notice from the Association or the Architectural Control Committee, sent United States Mail, postage prepaid) to maintain a Lot or the landscape fence protecting the buffer and wetland area as shown on the plat and required herein or to maintain the improvements situated thereon in a neat, clean and orderly fashion consistent with the upscale architecture of the subdivision and otherwise satisfactory to the Board of Directors of the Association, and to maintain the Conservation Easement, the Association or the Architectural control Committee shall have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot, Conservation Easement, and/or exterior of the building or any other improvements

erected thereon to a neat, clean and orderly fashion consistent with the upscale architecture of the subdivision. The cost of such Lot and/or Conservation Easement and exterior maintenance, together with interest at the maximum rate then allowed by law (if no paid within thirty (30) days after written demand therefore), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot (from the date of recording such and shall be enforced in the same manner as liens for assessments) and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

ARTICLE V
ARCHITECTURAL CONTROL

1. No building, fence sign, wall, mailbox, sidewalks, or other structures or improvements of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the Architectural Guidelines shall be approved in writing by the Architectural Control Committee, or the Architectural Representative, selected by a majority vote of the Architectural Control Committee. Detailed plans and specifications shall be submitted to the Architectural Control Committee, or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and

specifications or by separate letter. In the event the Architectural Control Committee, or the Architectural Review Representative, shall fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The initial members of the Architectural Control Committee shall be William Parks, III, John Baars Connell and Joseph Campus. William Parks, III, John Baars Connell and Joseph Campus shall serve as the sole members of the Architectural Control Committee until January 1, 1997, at which time successor members shall be appointed by the Board of Directors of the Association. In no case shall the Architectural Control Committee or the Architectural Review Representative unreasonably impede access to any Lot for the purpose of construction of structures upon any unimproved Lot. In all events, all construction shall conform to the requirements of the County of Escambia, the Santa Rosa Island Authority, and any other requirements imposed by agencies or Boards with jurisdiction, and this Declaration.

2. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, the Architectural Control Committee, or the Architectural Review Representative may release the Lot, or parts of it, from any part of the covenants and

restrictions, or setback lines, that are violated. The Architectural Control Committee, or the Architectural Review Representative, shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

All decisions of the Architectural Control Committee shall be by majority vote. It is contemplated that the Properties will be developed as an exclusive single family residential subdivision. Accordingly, decisions of the Architectural Control Committee, and the Architectural Review Representative shall be based upon the uniform application of such reasonable but high standards as are consistent with an exclusive single family residential subdivision, such standards to include, among other things, the harmony of external design and location in relation to surrounding structures and topography, the type, kind and character of the buildings, structures and other improvements, and aesthetic qualities in general, as well as comply with specific architectural guidelines adopted by the Association and the Architectural Control Committee, as apply to a specific Lot. Further, the approval, as appropriate, of the Santa Rosa Island Authority shall also be obtained by the Owner prior to commencing, erecting or maintaining any of the structures or improvements referenced in this Article.

ARTICLE VI
RESTRICTIONS

1. No Lot in the subdivision shall be used except for single family residential purposes. No building shall be erected,

altered, placed or permitted to remain on any Lot other than one detached single family residential dwelling and one detached garage for not more than two automobiles. No such single family dwelling shall exceed the height restrictions established by Santa Rosa Island Authority or Escambia County for Pensacola Beach. No utility easements shall be granted on any Lot except as provided on the plat.

2. Exclusive of storage rooms, porches and garages, no single family residential dwelling shall be erected on any building site or lot having a heated and cooled living area of less than 2,000 square feet, except Lot 14 which can have a minimum square footage of 1,600 feet. However, the minimum square footage required in this paragraph may be increased at Declarant's option by means of deed restrictions, which restrictions shall not affect any other Lot within the subdivision.

3. No residential dwelling shall be constructed on any Lot in the subdivision which does not conform to the setback requirements set forth on the face of the recorded plat of Seashore Village.

4. No residential building, dwelling, or detached garage, or other improvement, including, but not limited to, porches, decks, covered patios, pools, walls, fences or hedges, shall be constructed, erected, placed, altered or permitted to remain on any Lot in the subdivision until the construction plans and specifications and a plan or plot showing the location of the improvements and the landscape plans have been approved in writing

by the Architectural Control Committee. A two hundred fifty (\$250.00) dollar plan review fee shall be paid to the Architectural Control Committee together with two (2) complete sets of construction documents submitted for approval by the Architectural Control Committee.

5. All leases entered into by Owners shall automatically include and reference all provisions of these restrictions in the rules and regulations duly promulgated by the Association. In addition, no Owner may lease his dwelling for a period of less than one (1) year. Owners shall be fully responsible for assuring that their tenants comply with all of the provisions of these restrictions and the rules and regulations promulgated by the Association.

The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the committee fails to approve or disapprove within thirty days after plans and specifications have been submitted, or in any event, if no suit is filed to enjoin the construction within sixty days of commencement, approval will not be required and the related covenants shall be deemed to have been fully complied with or not applicable.

When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the committee may release the Lot or parts of it, from any part of the covenants and restrictions, or setback lines,

that are violated; provided however, Santa Rosa Island Authority and Escambia County shall also release the Lot from the violation if the violation violates any rules or regulations of those governmental bodies. The committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

6. If one or more Lots within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence.

7. All buildings constructed on any Lot within the subdivision shall be constructed in conformity with all applicable building codes and regulations and in conformity with the County of Escambia and Santa Rosa Island Authority building requirements. No pools, decks or other structures shall be constructed outside of Lot's setback lines.

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8. Every residential dwelling constructed on a Lot in the subdivision constructed on pilings and not accompanied by a detached garage adequate for not more than two cars as provided for hereinbefore shall have an enclosed area under the heated and cooled living area for the parking and or storing of not less than two automobiles. No trailer, mobile home, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, housetrailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles and operating passenger vans (vans are limited to those that are no longer and no wider than American made family type passenger vans) shall be parked or stored in any driveway or on any Lot in the subdivision so as to be visible from the street or to the other residents in the subdivision. All such vehicles, machines, equipment and apparatus shall be parked or stored in a detached garage as provided for hereinbefore or in the enclosed area under the heated and cooled living area of the dwelling. No such vehicles, machines, boats, boat trailers, equipment, apparatus or similar equipment shall be parked or stored in or on the street right-of-way abutting any Lot except when such are in actual use.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, and except as required during construction of any dwelling, no structure of a temporary character shall be constructed or permitted to remain on any Lot.

10. In the event that a detached garage is constructed on any Lot, it shall be of a type of construction which shall be architecturally consistent with the main residence to be constructed. Any detached garage must be constructed and located on such Lot in conformity with all applicable building codes and regulations and in conformity with all setback requirements of Escambia County and the recorded subdivision plat. The exact location of any detached garage must be approved in writing by the Architectural Control Committee.

11. All fences, including swimming pool fences to be constructed on any Lot must be approved by the Architectural Control Committee prior to construction, together with any and all planned landscaping. No fence shall be constructed and no hedge shall be planted or maintained between the front of the dwelling and the front Lot line above three (3') feet in height. No fence above three (3') feet shall be constructed on a corner Lot nearer the side street line than the side of the residential dwelling. All fences other than those erected forward of the front of a dwelling shall be four (4') feet in height. A three (3') foot picket fence shall be constructed and maintained by each Lot owner along the street right-of-way line. All fences shall be picket fences. Metal chain link or similar type utility fences or walls are prohibited.

No fence may be erected on any Lot by any owner, regardless of approval by the Architectural Control Committee, with the framing being faced to the outside and visible from any abutting

street or adjoining Lot. All fencing must be designed and constructed such that the "smooth" side faces out or away from the interior of any Lot.

12. No sign of any kind shall be displayed to the public view on any Lot in the subdivision except for one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; provided, however, Declarant may erect a sign not exceeding five feet in height by eight feet in width, as to dimensions of the sign, on any lot or building site which it owns.

13. All mailboxes placed, erected or constructed on any Lot in the subdivision shall be of the same material as the residence and shall be similar in design and style to the residential dwelling situated on said Lot. In the event the Post Office requires MBU's or one location for boxes, they shall be placed on Parcel D.

14. No clothes line visible from the street or any Lot in the subdivision or from adjacent other subdivision property, or other items detrimental to the appearance, shall be permitted on any Lot. Trash and garbage cans must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection.

15. No noxious or offensive activity or trade shall be carried on or maintained on any Lot in the subdivision or shall anything be done thereon that may be or may become an annoyance or

nuisance to the neighborhood, nor shall any Lot be used for the purpose of carrying on a trade, profession, business or public amusement.

16. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any Lot in said subdivision and no such Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and not provided that they are not permitted to run at large. In no event shall more than three household pets be kept on any Lot at any one time.

18. An easement is reserved over and across each Lot in the subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of electric power, cable television and telephone service for the Lots in the subdivision, and easements shown or reserved on the recorded plat of the subdivision, if any, are hereby adopted as part of these restrictions; provided no utilities shall be located in any Conservation Easement Area.

19. Utility or other drainage easements shall not be obstructed in any manner that prohibits access and use.

20. With respect to each Lot on which a residential dwelling is constructed, a landscaping plan shall be submitted to the Architectural Review Committee for approval and that landscaping plan must be completed prior to occupancy of the residential dwelling.

21. At the time of the construction of any residential dwelling on any Lot, each owner and/or builder must maintain an industrial waste container on said Lot for use in the disposing of building debris and trash. Each such Lot shall be maintained as free of building waste and rubble as is reasonably possible.

22. No television or other type antenna of any kind shall be permitted to be erected or to be located or to remain on any Lot at any time. No television satellite dish shall be erected, located or permitted to remain on any Lot within the subdivision unless written permission is granted by the Architectural Control Committee. If written approval is given, any satellite dish shall be installed so that the top of the dish is no higher off the ground than three (3) feet; it is located in the rear yard behind the residence; it is no closer to the side lot line than the side of the dwelling; no closer to the front lot line than the rear of the dwelling; and no closer to the rear lot line than twenty (20) feet.

23. No pool shall be enclosed by screen or other material.

24. All laws of the State of Florida and of Santa Rosa Island Authority and the County of Escambia, and all rules and regulation of their administrative and regulatory agencies or bodies now and

hereafter in effect with regard to sewage disposal, water supply, and sanitation are incorporated herein and made a part hereof. No individual sewage disposal systems shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements and approval of the Department of Environmental Regulation of the State of Florida or the Board of Health of Escambia County, Florida.

25. The eighty (80') foot buffer and all Conservation Easement areas as designated on the plat of the subdivision and as shown on the Conservation Easement and Restrictive Covenant attached hereto as Exhibit "C", shall be retained forever predominately in the natural vegetative and hydrologic condition or as modified pursuant to direction of regulatory agencies having jurisdiction existing as of the date hereof subject only however to the ingress/egress easement for maintenance for common landscape fence to protect said area and for approved and permitted crosswalks for each lot adjacent to Santa Rosa Sound to the water of Santa Rosa Sound. Any such crosswalk shall have the appropriate governmental authority permits as are required.

ARTICLE VII
MISCELLANEOUS

1. These covenants may be enforced by any Lot owner or by the Architectural Control Committee or the Association against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, and in the event of such enforcement the prevailing party shall be entitled

to recover his costs and reasonable attorney's fees from the other party. Failure of any owner or the Architectural Control committee or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds (2/3) of the Lots, agreeing to change these covenants in whole or in part, has been recorded.


4. All electric and telephone service lines and wiring for any dwelling or other building erected on a Lot shall be underground.

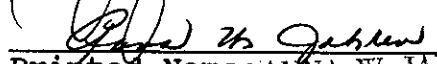
5. All construction on a Lot shall be in conformity with the "Requirements for Construction of Improvements" attached hereto as Exhibit "A" and "Mandatory General Construction Requirements" attached hereto as Exhibit "B" and made a part hereof.

IN WITNESS WHEREOF, John Baars Connell has executed this
Declaration as of the 27th day of April, 1994.

Signed, sealed and
delivered in the
presence of:


Printed Name: GERALD L. BROWN


John Baars Connell


Printed Name: ANNA W. JAHREN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
27th day of April, 1994 by John Baars Connell who is
personally known to me and who did not take an oath.

 (SEAL)
Printed name: ANNA W. JAHREN

ANNA W. JAHREN
"Notary Public-State of Florida"
My Commission Expires May 21, 1996
CC 195231

EXHIBIT "A"

MANDATORY
GENERAL CONSTRUCTION REQUIREMENTS

1. Footings

Pressure treated or penta-treated wood piles, minimum 10' depth, elevating, elevation of grade level finish floor to an elevation 1' minimum above the crown of the road

2. Roof Structure

-roof pitch shall be as approved by the A.C.C.

-flat roofs shall be permitted only when accessible from an adjacent enclosed space

3. Wall Cladding (alternate allowable wall cladding)

-approved vinyl siding

-wood dropsiding

-wood lapsiding

-wood shingle

-synthetic stucco

-1 x 4 trim at corners and openings.

4. Exterior Doors

-material: wood or metal

-pattern: recessed ladderback
recessed two or four panel
french door
glass "store front door"

-sliding glass doors shall be permitted only with snap in mullions and shall be white

5. Windows

-fixed, awning, sliding, casement or double-hung (wood or white metal or plastic cladding)

-snap-in mullions permitted

-individual windows and porch openings, when rectangular, shall be square or of proportion not less than 1 : 2

- awning type windows may be used at clerestories
6. Insect Screens
 - dark grey fiberglass, aluminum or copper screens
 - wood or ESP white aluminum frames
 7. Privacy Screens
 - wood or PVC picket
 - wood or vinyl lattice
 8. Fasteners
 - all bolts, nails, staples, hinges, etc. - hot dipped galvanized steel, stainless steel or brass
 - provide complete hurricane tie-down system consisting of anchor bolts, strapping and clips as required for the particular connections within the structure
 9. Roof Cladding
 - V-crimp metal sheet (prefinished)
 - standing seam metal sheet (prefinished)
 - prefinished painted roofs are allowed. Batten rib seam roofs are allowed
 10. Exterior Finishes
 - shall be solid color stains or paints; colors to be approved
 - trim around openings at corners and fascias shall be of a contrasting color
 - when repainting is necessary, the original color scheme shall be repeated or a new color scheme shall be submitted for approval
 11. Electric, Telephone & Television Service Drops
 - all service drops shall be underground
 12. Exterior Lights
 - exterior lights shall use light bulbs of forty (40) watts or less with a maximum of three hundred (300) watts per lot. Lights shall be placed so that they do not shine directly at neighbors or at street

13. Street Lighting

-each residence shall provide a designated lighting fixture at front property line fence, location to be submitted for approval. See A.C.C. for approved fixture.

EXHIBIT "B"

REQUIREMENTS FOR CONSTRUCTION OF IMPROVEMENTS

1. Plans for all buildings, alterations and additions shall be submitted for approval by the Seashore Village Architectural Control Committee (A.C.C.). Variances shall be based on architectural merit and not on hardship.
2. All construction shall be subject to the Provisions of the Southern Standard Building Code and applicable SRIA restrictions.
3. Construction shall be generally of wood or approved materials unless otherwise designated.
4. Existing vegetation shall remain undisturbed during construction, except for an area four (4) feet beyond the perimeter of the building. Sod is not permitted. New planting materials shall be indigenous species or from the approved plant materials list as set forth in "Plantings for Your Pensacola Beach Home" by John & Dorothy Morgan dated April, 1978.
5. Buildings and yards shall be well maintained by the owners. Failure to comply will result in the Seashore Village A.C.C. identifying and carrying out necessary maintenance at the expense of the owner after a thirty (30) day warning period.
6. Garages, where permitted, shall have a concrete floor with blowout walls of same material as the house which shall be detailed in a manner similar to the house.
7. All visually exposed piling foundations shall be covered, (boxed), with same exterior skin as the residence that they support.
8. All residences shall have a functioning, covered, front porch. Side and rear porches are optional.
9. Rear yard, side yard or pool privacy fences are limited to four (4) feet in height.
10. Voids between boxed pilings, Item 7, when facing a street, shall be filled with lattice work or same material as exterior of residence or other approved material.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

OR BK3592 Pg0703
INSTRUMENT 00135079

CONSERVATION EASEMENT AND RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS, that in consideration for the issuance of Department Of The Army Permit, Permit #199201744(IP-SS) issued by the Department of the Army, Jacksonville District Corp. of Engineers, in favor of John B. Connell (Seashore Village) as "Permittee", Connell Realty & Development Co., Inc., a Florida corporation, ("Owner") does hereby restrict and does by this instrument restrict the future use of the real property described on Exhibit "A" attached hereto entitled "Legal Description of Mitigation Areas", (hereinafter referred to as "Property") by establishment of this Conservation Easement and Restrictive Covenant which shall run with the Property. Owner hereby covenants that neither it nor its successors, assigns, agents, employees or servants or any of them, shall, except as consistent with the Permit described hereinabove, in any way alter the vegetation, soils, or hydrology of the Property by action or actions taken within or without the boundaries of the Property, except as specifically provided herein. The intent of Owner in placing these restrictions upon the use of the Property is that the Property shall remain a Wetlands in perpetuity, for the purposes of conversation and protection of public health and the environment and shall not be altered from that state by human intervention.

1. As used herein, the term Owner shall include any successor or assignee of the Owner.

2. It is the purpose and intent of this Conservation Easement and Restrictive Covenant to assure that the Property (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned Permit) will be retained and maintained forever predominately in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement and Restrictive Covenant, including wetlands which are to be enhanced or created, and shall be maintained forever in the enhanced or created conditions required by the aforementioned Permit.

3. Except for such specific activities as may be authorized by the Department of the Army, including but not limited to creation, enhancement and maintenance of wetlands as specified in the Permit, the following activities are prohibited on the Property subject to this Conservation Easement and Restrictive Covenant:

1. Construction or placing of buildings, utilities, roads, signs, billboards or other advertising, or other structures on or above the ground; excepting that construction of boardwalks to Santa Rosa Sound for ingress and egress over the wetland areas shown on Lots 23 through 27 and Parcels B and D as shown on the drawing attached as Exhibit "B" describing the "Mitigation Area" shall be allowed;

2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

5. Surface use except for purposes that Permit the land or water area to remain predominately in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

4. The Owner, on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities relating to the operation and maintenance of the lands subject to this Conservation Easement and Restrictive Covenant in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned Permit. This Conservation Easement and Restrictive Covenant hereby granted and the obligation to retain and maintain the property forever predominately in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Owner, its successors and assigns.

5. In further consideration hereof, the Department of Army, Corps of Engineers, is hereby specifically granted authority to enforce the provisions of this Conservation Easement and Restrictive Covenant and is specifically granted ingress and egress in and to the Property for the purpose of determining compliance herewith. Owner agrees that the remedy for violation of the terms and conditions of this Conservation Easement includes but is not necessarily limited to, injunctive relief to restrain such violation and restoration of the Property to wetland conditions. This authority to enforce granted to the Department of Army, Corps of Engineers, shall not preclude or diminish the rights of any other parties at law or equity to enforce the provisions of this Conservation Easement.

6. In the event this Conservation Easement is terminated by operation of law, Owner, its successors and assigns, shall renew this Conservation Easement or if necessary, execute and record an appropriate effective and enforceable substitute instrument, and shall provide a copy thereof to the Department of Army, Corps of Engineers, Jacksonville District. In any enforcement action in which the Department of Army, Corps of Engineers prevails, it shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the costs of restoring the Property to the natural vegetative and hydraulic condition

existing at the time of execution of this Conservation Easement and Restrictive Covenant or the vegetative and hydraulic condition required by the aforementioned Permit.

IN WITNESS WHEREOF, Owner, by its duly designated representative has hereunto set its hand and its seal this 30th day of MARCH, 1994.

OWNER:

WITNESSES:

CONNELL REALTY & DEVELOPMENT
CO., INC., a Florida corporation

Anna W. Jahren
Print: ANNA W. JAHREN

By: *[Signature]* (SEAL)
John B. Connell, President

Linda S. Lewis
Print: LINDA S. LEWIS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of March, 1994 by John B. Connell, as President of Connell Realty & Development Co., Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Anna W. Jahren (SEAL)

"Notary Public—State of Florida"
My Commission Expires May 21, 1996
CC 195231

ANNA W. JAHREN
"Notary Public—State of Florida"
My Commission Expires May 21, 1996
CC 195231



HUDSON, GECI & HORNE, INC.
E N G I N E E R S

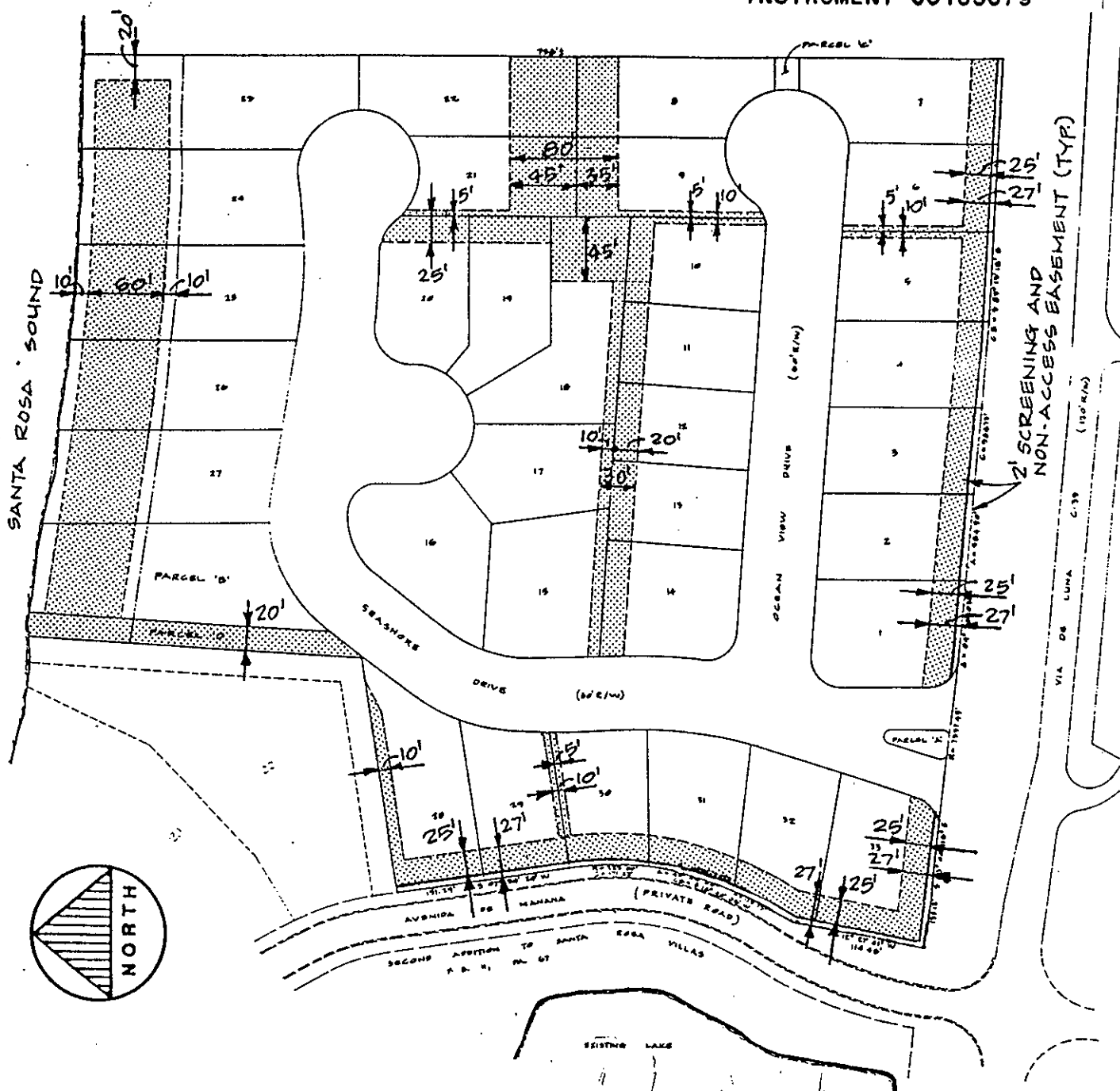
OR Bk3592 Pg0708
INSTRUMENT 00135079

LEGAL DESCRIPTION OF MITIGATION AREAS:

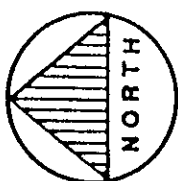
The following portion of lots within "Seashore Village" a subdivision of a portion of Santa Rosa Island, Escambia County, Florida;

The North 25.00 feet of the South 27.00 feet of Lots 1 through 7; the East 5.00 feet of Lot 5; the West 5.00 feet of Lot 6; the North 35.00 feet of Lots 8 and 9; the West 5.00 feet of Lot 9; the East 5.00 feet of Lot 10; the North 20.00 feet of Lots 10 through 14; the South 10.00 feet of Lots 15, 17 and 18; the East 45.00 feet of Lot 18; the East 20.00 feet of Lots 19 and 20; the West 5.00 feet of Lot 21; the South 45.00 feet of Lots 21 and 22; the South 60.00 feet of the North 70.00 feet of Lots 23 through 27 less the East 20.00 feet of Lot 23; the North 70.00 feet of Parcel "B"; all Parcel "D"; the North 10.00 feet of Lot 28 less the East portion measuring 20.00 feet on the North line of Lot 28 and 40.00 feet on the South line of the North 10.00 feet of Lot 28; the East 25.00 feet of the West 27.00 feet of Lots 28 through 33; the South 5.00 feet of Lot 29; the North 5.00 feet of Lot 30; and the North 25.00 feet of the South 27.00 feet of Lot 33.

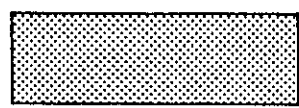
EXHIBIT C-6



2' SCREENING AND
 NON-ACCESS EASEMENT (TYP)



LEGEND:



MITIGATION AREA

HGH

HUDSON, GECI & HORNE, INC.
 E N G I N E E R S

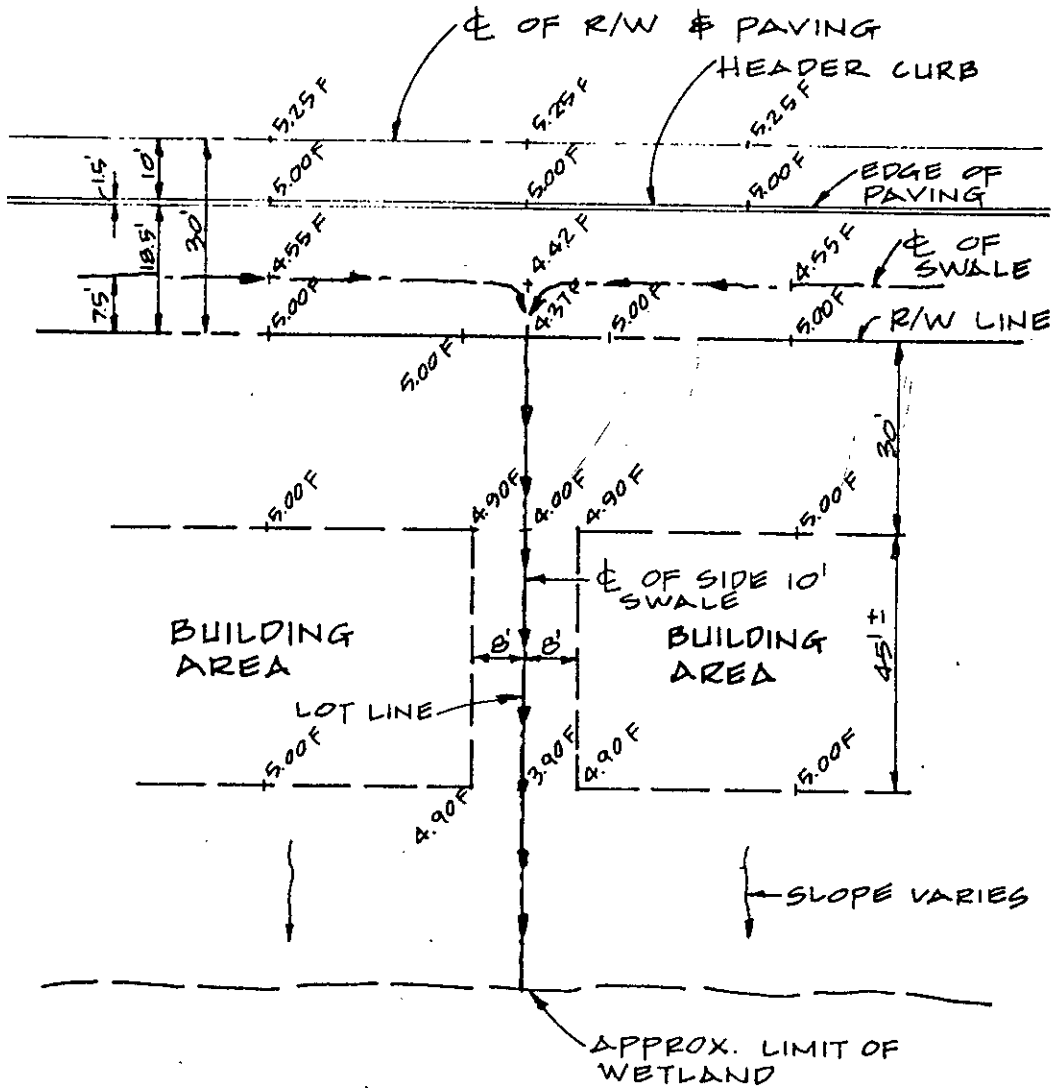
CORPORATE OFFICE • 5 PALAFOX PLACE • PENSACOLA, FL 32501 • (904) 432-2929
 MAILING ADDRESS • P.O. BOX 12385 • PENSACOLA, FL 32582 • FAX (904) 432-2875

PROJECT NO. 923001

DATE 1/13/94 SHEET

BY TOM/CM 1 OF 1

EXHIBIT "D"



TYPICAL LOT FILLING &
GRADING PLAN
SCALE 1" = 30'-0"

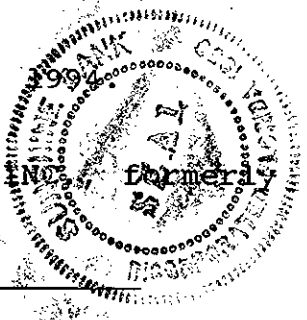
**JOINDER AND CONSENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SEASHORE VILLAGE, A SUBDIVISION**

Regions Bank of Florida, Inc., formerly known as Sunshine Bank, the owner and holder of that Mortgage (and the indebtedness secured thereby) dated December 3, 1993 and recorded in Official Records Book 3480 at Page 774 and re-recorded in Official Records Book 3489 at Page 635 of the public records of Escambia County, Florida, hereby consents to the recording of the Declaration of Covenants, Conditions and Restrictions for Seashore Village, a Subdivision, to which this Joinder and Consent is attached.

Executed this 21st day of April

REGIONS BANK OF FLORIDA,
known as SUNSHINE BANK

By: [Signature]
Sharon K. Hess
Its Vice President



STATE OF FLORIDA
COUNTY OF ESCAMBIA

This document was acknowledged before me this 21st day of April, 1994 by Sharon K. Hess, the Vice President of REGIONS BANK OF FLORIDA, INC., formerly known as SUNSHINE BANK, on behalf of said Bank, who is personally known to me and who did not take an oath.

[Signature]
Printed Name: Karen P. [unclear]
Notary Public-State of Florida
Comm. Exp. _____
Comm. No. _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 27, 1995
BONDED THRU GENERAL INS. UND. _____

My Commission Expires May 27, 1995
My Commission Number CC113023
 Personally Known ID
by me # _____

94\connell.2

Instrument 00135079
Filed and recorded in the
public records
JUNE 14, 1994
at 11:54 A.M.
in Book and Page noted
above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida

THIS INSTRUMENT PREPARED BY:
GERALD L. BROWN
WELLS, BROWN & BRADY, P.A.
601 S. PALAFOX ST.
P. O. BOX 12584
PENSACOLA, FL 32573