

STATE OF FLORIDA

COUNTY OF WALTON

THIS INDENTURE made this the 7th day of November A.D. 1955, between West Florida Development Company, a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the County of Walton, State of Florida, Party of the first part and its Grantees in all the deeds covering lots in Blue Mountain Beach Subdivision No. 1, Parties of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the premises and the sum of \$1.00 and other good and valuable considerations does hereby covenant with the parties of the second part that the beach as shown on the plat of Blue Mountain Beach Subdivision No. 1 is for the use and enjoyment of the property owners of Blue Mountain Beach and the party of the first part agrees that no act or conveyance by the party of the first part, its successors or assigns, whether voluntarily or involuntarily made will interfere with the normal use and enjoyment of said beach by the said parties of the second part, their heirs, successors and assigns, such restrictions to be a covenant running with the land of said beach area. Without otherwise limiting its application, the term "normal use and enjoyment" shall mean that any commercial use of such beach area is prohibited.

If the party of the first part or any successor or transferee corporation holding title to said beach area should be dissolved or have its corporate existence terminated, all of the beach area lying between Blocks 10, 11, 12 and 13 and the Gulf of Mexico will be conveyed to the individual owners of Lots in the above numbered Blocks, their heirs, successors or assigns without payment of further consideration, subject to the covenant recited above.

Likewise, should the party of the first part or any successor corporation or transferee of said beach area, whether a corporation or individual, abandon said beach area, then that portion of said beach area lying between the above described Blocks and the Gulf of Mexico will be conveyed as above



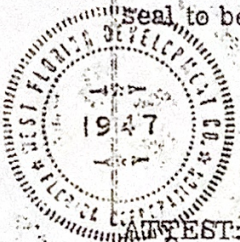
set forth without payment of further consideration, subject to this same covenant.

Any conveyance or transfer of said beach area, however effected, shall contain appropriate provisions to secure the enforcement of the foregoing rights and restrictions applicable to the beach area and conveyees or transferees, by the acceptance of such conveyances, will agree not to interfere with the normal use and enjoyment of said beach area by any owner of property in Blue Mountain Beach Subdivision No. 1.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed in its name by its president and its corporate seal to be affixed, attested by its secretary, the day and year above written.

WEST FLORIDA DEVELOPMENT COMPANY  
a corporation

By S. H. Adams  
S. H. Adams, President



R. B. Underwood  
R. B. Underwood, Secretary

Signed, sealed and delivered  
in the presence of:

Jay B. Drake  
Paul A. Teller

STATE OF FLORIDA  
COUNTY OF WALTON

I hereby certify that on this 7<sup>th</sup> day of November A.D. 1955, before me personally appeared S. H. Adams and R. B. Underwood, respectively President and Secretary of West Florida Development Company a corporation organized under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers, and that the official seal of said corporation is duly affixed hereto and that said conveyance is the act and deed of said corporation.

WITNESS my hand and official seal this the day and year above written.

Jay B. Drake  
Notary Public, State of Florida at Large

My Commission expires: Aug. 12, 1957

