

FILE #3156465 RCD: 8/28/2017 10:48 AM, BK: 3315 PG: 402, RECORDING: \$64.50 RECORDING ARTICLE V: \$56.00
DEPUTY CLERK ADALTON
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF OKALOOSA

**RENEWAL, EXTENSION, AND REINSTATEMENT OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR RAINTREE ESTATES, UNIT ONE**

WHEREAS, *MIDSOUTH DEVELOPMENT CORPORATION OF FORT WALTON BEACH*, a Florida Corporation ("MIDSOUTH"), owned the following property in Okaloosa County on November 3, 1976:

Raintree Estates, Unit One, Okaloosa County, Florida according to the plat thereof, filed in Plat Book 5, Page 81 of the Public Records of Okaloosa County, Florida.

WHEREAS, MIDSOUTH encumbered and restricted all of said lots and property in said subdivision by the "Covenants, Conditions and Restrictions" ("Covenants") recorded in Official Records Book 879, Page 314, Public Records of Okaloosa County, Florida, a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Paragraph 21 of said Covenants provides that said Covenants shall be binding on all of said lots and property in the subdivision until November 1, 1997, and further provides that the Covenants may be extended for additional periods of ten (10) years each by agreement of the owners of a majority of the lots in the subdivision subject to said Covenants; and

WHEREAS, as the owners of 58% of the subdivision lots, and in accordance with the requirements of paragraph 21 of the Covenants recorded in Official Records Book 879, page 314, Public Records of Okaloosa County, Florida, said Covenants were renewed, extended, and reinstated for Raintree Estates, Unit One, for an additional period of ten (10) years, executed and made effective the 31st day of October, 1997, and Recorded in Official Records Book 2107, Page 364, Public Records of Okaloosa County, Florida; and

WHEREAS, as the owners of 56% of the subdivision lots, and in accordance with the requirements of paragraph 21 of the Covenants recorded in Official Records Book 2107, page 364, Public Records of Okaloosa County, Florida, said Covenants were renewed, extended, and reinstated for Raintree Estates, Unit One, for an additional period of ten (10) years, executed and made effective the 8th day of October, 2007, and Recorded in Official Records Book 2810, Page 891, Public Records of Okaloosa County, Florida; and

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WHEREAS, Raintree Estates, Unit One, consists of 122 residential lots and the parties to this Extension ("Owners") together own 72 lots consisting of 59 % of the lots in the subdivision; and

WHEREAS, the Owners desire to renew, extend and reinstate said Covenants for an additional period of ten (10) years.

NOW THEREFORE, pursuant to the authority vested in the undersigned Owners, as successors in interest to MIDSOUTH, as the owners of 59 % of the subdivision lots, and in accordance with the requirements of Paragraph 21 of the Covenants recorded in Official Records Book 879, Page 314, Public Records of Okaloosa County, Florida, the undersigned Owners hereby renew, extend, and reinstate the Covenants, Conditions and Restrictions for Raintree Estates, Unit One for an additional period of ten (10) years, restricting the lots and property in the subdivision known as Raintree Estates, Unit One, in the same manner as set forth in the original Covenants attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned Owners have caused this instrument to be executed and made effective on the 28 Aug 2017.

Signed, sealed and delivered
In the presence of:

OWNERS:

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

W. 111 Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

1 Lot No: 4401 Southminster
John Chodacki
JOHN CHODACKI

2 Lot No: 7 Southminster Court
William Gross
Maria Gross

3 Lot No: 253 BLUE POST RD
Thomas H. PRIDE, JR.
THOMAS H. PRIDE, JR.

4 Lot No: 249 Olde Post Rd
Thomas H. PRIDE, JR.
THOMAS H. PRIDE, JR.

5 Lot No: 272 Olde Post Rd
Kim Thompson -kimthompson
K Thompson THOMAS THOMPSON

Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
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 (Printed Name of Witness)

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Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

6 Lot No: 161 Raintree Blvd
Miriam J. Marshall
MIRIAM J. MARSHALL

7 Lot No: 119 Raintree Blvd
Joe Grider Joe Grider
Louise Grider Louise Grider

8 Lot No: 134 RAINTREE BLD
STEVE ELDER
Steve Elder
 Lot No: 134 Raintree Blvd

Carol A Elder
Carol A Elder

9 Lot No: 236 Olde Post
Stanley P. Sieffe
Wanda G. Sieffe Wanda G. Sieffe

10 Lot No: 265 Olde Post Road
B. Cormier
B. Cormier

11 Lot No: 152 Raintree Blvd
Jessam Jessam Tong
Robert Tong

12 Lot No: 429 Olde Post
Lynn M. Ward
D. J. Ward D. J. Ward

13 Lot No: 447 Olde Post Rd
Tina Hurtado
TINA HURTADO

14 Lot No: 459 Olde Post Rd
Tracy St Pierre
Tracy St Pierre

BK: 3315 PG: 405

Cynthia G. King
 Pamela Carter

Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

Laurie L. Durham
 Laurie L. Durham
 (Printed Name of Witness)

Laurie L. Durham
 Laurie L. Durham
 (Printed Name of Witness)

Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

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 Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

15 Lot No: 114 Raintree Blvd
 Pamela Carter / Pamela Carter
 David Carter / David Carter

16 Lot No: 103 Raintree Blvd
 Karen M. Keiper / Karen M. Keiper
 ANDREAS KEIPER

17 Lot No: 115 Raintree Blvd
 Nicole Wilcox
 Nicole Chong Wilcox

18 Lot No: 261 Olde Post
 Pamela A. Whittle Pamela A. Whittle
 William G. Whittle William G. Whittle

19 Lot No: 303 Olde Post Road
 Cynthia G. King Cynthia G. King
 George S. King GEORGE S. KING

20 Lot No: 307 Olde Post Road
 Cynthia G. King Cynthia G. King
 George S. King GEORGE S. KING

21 Lot No: 343 Olde Post Road
 David Grapp DAVID GRAPP
 Catherine Grapp

22 Lot No: 317 Olde Post Road
 Phil Van Meter Holly Van Meter
 Phil Van Meter

23 Lot No: 311 Olde Post Rd
 Alison Bowling Alison Bowling
 Phil Bowling

24 Lot No: 157 Raintree Blvd
 Helen M. Howder
 HELEN M. HOWDER

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Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

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 (Printed Name of Witness)

Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

25 Lot No: 139 Rain tree Blvd.
Stephen W. Kennedy

Terri Kennedy

26 Lot No: 329 Olde Post Rd.

Donna L. Krahenbuhl
Donna Krahenbuhl

David D. Krahenbuhl
David Krahenbuhl

27 Lot No: 148 Rain tree Blvd

Paulann Carucci

PAULANN CARUCCI

28 Lot No: 252 Olde Post Road

Patrick H. Ryan PATRICK H. RYAN

Teresa W. Ryan

29 Lot No: 322 OLDE POST RD

Michael J. Klingele

Janet B. Klingele Janet B. Klingele

30 Lot No: 330 Olde Post Road

Roma Shipley

31 Lot No: 245 OLDE POST RD

Chris E. Corbitt CHRIS E. CORBITT

Theresa L. Corbitt Theresa L. Corbitt

32 Lot No: 342 Olde Post Rd.

Marc Stalnaker

Vicki Stalnaker

33 Lot No: 482 Olde Post Rd.

Karen Normandin Karen Normandin

Peter J. Normandin Peter J. Normandin

34 Lot No: 227 Olde Post Rd

George W. Cox George W. Cox

Marsha Gale Cox Marsha Gale Cox

Cynthia S King
Cynthia G. King
 (Printed Name of Witness)

Cynthia S King
Cynthia G. King
 (Printed Name of Witness)

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 (Printed Name of Witness)

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Cynthia S King
 (Printed Name of Witness)

Cynthia S King
Cynthia G. King
 (Printed Name of Witness)

- 35 Lot No: 244 OLDE POST RD.
George Borowski
Patricia Borowski
- 36 Lot No: 323 OLDE POST RD
Evva L. Matthews
- 37 Lot No: 326 OLDE POST RD
William P Chilcrest
Cynthia L Chibbes
- 38 Lot No: 335 OLDE POST RD
Dulcie J Scalf Dulcie J Scalf
Cecil F. Scalf
- 39 Lot No: 418 OLDE POST RD
Carol J. Gugliardi - Carol Gugliardi
Joe L. Gugliardi - Joe Gugliardi
- 40 Lot No: 435 OLDE POST RD
William M. Whittenburg
Darole L. Whittenburg
- 41 Lot No: 443 OLDE POST RD
Bonnie S. Muckhoe
Bonnie Muckhoe
- 42 Lot No: 462 OLDE POST RD
Norman F. Mulickow
David A. Gless
Cynthia A. Gless
- 43 Lot No: 471 OLDE POST RD
James P. Conlee
Diana Conlee
- 44 Lot No: 474 OLDE POST RD
Annette North
Robert North

Cynthia G King
Cynthia G. King
 (Printed Name of Witness)

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Cynthia G. King
 (Printed Name of Witness)

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Cynthia G King
Cynthia G. King
 (Printed Name of Witness)

Cynthia G King
Cynthia G. King
 (Printed Name of Witness)

45 Lot No: 102 Raintree
Millie P. Thompson Millie P. Thompson
William F. Thompson William F. Thompson

46 Lot No: 10 SOUTHMINSTER CT
James P McEnaney James P McEnaney
Mary McEnaney Mary McEnaney

47 Lot No: 216 Olde Post Road
Sharon L. Daugherty Sharon L. Daugherty
Gerry R. Daugherty GERRY R. DAUGHERTY

48 Lot No: 217 OLDE POST RD
James Koza JAMES KOZA

49 Lot No: 338 Olde Post Rd
Vincent P. Mayfield
Vincent P. Mayfield

50 Lot No: 302 olde post Road
Scott Hauke
Nicole C. Hauke N Hauke

51 Lot No: 6 Southminster CT
Thomas L. Ballasch 6 Southminster CT
Betty R. Ballasch Betty Ballasch

52 Lot No: 421 Olde Post Rd
Donald F. Kornegay
DONALD F. KORNEGAY

53 Lot No: 264 Olde Post Rd
Roger A. Hohn
Linda Hohn Linda Hohn

54 Lot No: 257 OLDE POST RD
Don Messenger
DON MESSENGER

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Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
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Cynthia G. King
 (Printed Name of Witness)

55

Lot No: 411 Old Post Rd

Lawrence M. Wager LAWRENCE M. WAGER
Phyllis Wager PHYLIS WAGER

56

Lot No: 414 Old Post Rd

Jean Hornsby JEAN HORNSBY
Harvard Hornsby HARVARD HORNSBY

57

Lot No: 422 Old Post Road

William C. Owen WILLIAM C. OWEN
Linda L. Owen LINDA L. OWEN

58

Lot No: 446 Old Post

Robert A. Hanking ROBERT A. HANKING
Noreen B. Hanking NOREEN B. HANKING

59

Lot No: 434 Old Post

Nancy A. Sherwood NANCY A. SHERWOOD
Russell A. Sherwood RUSSELL A. SHERWOOD

60

Lot No: 265 Old Post Rd

Anthony McKinney ANTHONY MCKINNEY
Tamika N. McKinney TAMIKA N. MCKINNEY

61

Lot No: 269 Old Post

Robert P. Roman ROBERT P. ROMAN
Gina Roman GINA ROMAN

62

Lot No: 260 Old Post

Benjamin Osborne BENJAMIN OSBORNE
Joan Osborne JOAN OSBORNE

63

Lot No: 235 Old Post

Nancy Jurgens NANCY JURGENS

64

Lot No: 129 Rain Tree Blvd

Derrek Landauer DERREK LANDAUER
Sanifer Ramos SANIFER RAMOS

Cynthia G. King
Cynthi G King
 (Printed Name of Witness)

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Cynthia G. King
 (Printed Name of Witness)

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Cynthia G King
Cynthia G. King
 (Printed Name of Witness)

65 Lot No: 485 Olde Post Road
Maria Temple Maria Temple
Scott A. Temple Scott Temple

66 Lot No: 438 Olde Post Rd
Mark Hunter Mark Hunter
Toni L Hunter Toni Hunter

67 Lot No: 3 Southminster Ct
Charles Williams CHARLES WILLIAMS
Karen Kirk-Williams Karen Kirk-Williams

68 Lot No: 240 Olde Post Rd
Debra Turner Debra Turner

69 Lot No: 232 Olde Post
Elizabeth Elston Elizabeth Elston
Edwin R. Elston EDWIN R. ELSTON

70 Lot No: 228 Olde Post
John D. Voss
John D. Voss

71 Lot No: 118 Raintree
Audrey L. Barnes
AUDREY L. BARNES

Lot No: 118 RAINTREE
Richard C. Barnes
RICHARD C. BARNES

72 Lot No: 126 Raintree
Robert Hock
Robert Hock

Lot No: _____
Greta Hock
Greta Hock

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Exhibit A

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OFFICIAL RECORDS

COVENANTS, CONDITIONS AND RESTRICTIONS-

STATE OF FLORIDA)
)
 COUNTY OF OKALOOSA)

MIDSOUTH DEVELOPMENT CORPORATION OF FORT WALTON BEACH, a Florida corporation, hereinafter called "Midsouth", being the owner of the following described property in the County of Okaloosa, State of Florida, to-wit:

Raintree Estates, Unit One, Okaloosa County, Florida,
 according to the plat thereof filed in Plat Book ,
 Page of the Public Records of Okaloosa County,
 Florida.

desiring to restrict the use of the said property for the benefit thereof and to promote its development, does hereby encumber all of the above described property with restrictive covenants as herein set forth and declares that such restrictive covenants shall apply to and bind it, its successors and assigns, for the term set forth hereinafter and that said covenants shall run with the land, to-wit:

1. All lots in the subdivision referred to above shall be known and described and used and occupied as residential lots. The term "residential" as used herein shall be held and construed to exclude hospitals, nurseries, duplex houses and apartment houses and to exclude any development, operations or drilling for oil, gas or other minerals, or any refining or quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks, or structures of any kind incident to any such oil, gas or other mineral operations; and any such usage of this property is hereby expressly prohibited. 12.00

2. Only one residence shall be constructed on each subdivision lot; however, this shall not prohibit construction of a residence on a portion of two or more lots as shown on above referred to subdivision plat, provided such tract constitutes a homesite as defined in the succeeding paragraph.

3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot frontage of such homesites shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the homesites shall not be less than the square footage contained in the smallest platted lot of the subdivision.

4. No structure shall be erected, altered, placed or permitted to remain on any building lots, other than one detached single family dwelling, not to exceed two stories in height except swimming pools, docks, and boathouses as hereinafter provided.

5. The word "house", or "residence", or "building", or "structure" or "dwelling" as used herein, including references to building lines, shall include galleries, porches, porte cocheres, projections, and every other permanent part of such improvements, except roofs, and air conditioning compressor slabs; however, with the written consent of an officer of MIDSOUTH or its designated representative, open porches and open garages will be permitted outside of building lines provided that they do not encroach upon another homesite, and further provided that this provision shall not be construed to permit any portion of a building, structure, or house to encroach upon another homesite.

6. No dwelling or residence shall be permitted upon any homesite in the subdivision which does not have a ground floor area for the main

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structure, excluding a carport, garage, utility and storage area of the following:

(1) A minimum of 1800 square feet, or

(2) In the case of a 1-1/2 or 2 story building the ground floor area shall be a minimum of 1000 square feet.

7. No out buildings, garages or servants houses shall be erected except for the personal use of the property owner or for the use of servants engaged on the premises.

8. No building materials or temporary building of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line; and any such temporary building or structure of any such temporary structure or building shall not be used for residential or sales office purposes either during construction, or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

9. No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Any building located on any homesite in the subdivision must have written approval of MIDSOUTH of plot plans describing location and position of buildings to be constructed prior to the commencement of any construction. In the event that MIDSOUTH shall disapprove the design or location, the property owner may hereafter submit such building plans and specifications and plot plan showing the location of such building to a committee of the corporation for their review, which committee shall consist of one officer of the corporation, a licensed Florida architect, and a licensed registered engineer, and a majority of this committee may ultimately approved or disapprove such plans.

No building shall be located on a residence homesite in the subdivision at any point nearer than 40 feet from the front subdivision lot line. No building shall be located nearer than 20 feet to the rear lot line of any homesite in the subdivision. No building shall be located nearer than 40 feet to the water line at mean tide regarding waterfront homesites.

No building nor detached garage shall be located nearer than 10 feet to side lot line nor nearer than 15 feet to a side street line of any corner lot. With respect to corner lots, a side street line shall be that lot line bordering a street opposite any side of a house except the front. The waiver provisions of paragraph 11 of these covenants shall apply to the foregoing setback requirements. No structure, except a boathouse, dock, retaining wall, seawall, bulkhead, jetty or swimming pool may be erected within a setback of 25 feet from the high water mark existing at the time such structure is being erected as to any lot bounded by water.

11. No building, swimming pool, boathouse, dock, jetty or other structure shall be erected, placed or altered on any building lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been approved in writing as to conformity and harmony of external design with

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existing structures in the subdivision and as to location of the buildings or other structures with respect to topography and finished ground elevation by an officer of MIDSOUTH or a representative designated by it. In the event that an officer of MIDSOUTH or its designated representative, files to approve or disapprove such design or location within thirty (30) days after plans and specifications have been submitted to such corporation, or in any event, if no suit to enjoin the erection or the making of such alteration or construction has been commenced prior to completion thereof, such approval shall not be required and those covenants shall be deemed to have been fully complied with, provided, however, that this waiver provision shall not apply to any dock, swimming pool, boathouse, bulkhead, jetty, or other structure not connected with the main dwelling which is connected to or built upon any subdivision lot or the submerged land in bounding any subdivision lot and such structures must be approved by an officer of MIDSOUTH or its designated representative. Neither MIDSOUTH nor its officers, nor its representative, shall receive any compensation for services performed pursuant to these covenants. The powers and duties of the officers of MIDSOUTH or its designated representative, shall cease on or after November 1, 1997. Thereafter the approval described in these covenants shall not be required unless prior to said date a written instrument is executed by the then record owners of a majority of the lots in the subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and given herein to the officers of MIDSOUTH or its designated representative.

12. Swimming pools, docks, boathouses, bulkheads, jetties, sea-walls and similar structures may be installed only after obtaining written approval as to type, location, construction material and design from an officer of MIDSOUTH or its successor representatives, as provided in paragraph 11 above.

13. No garbage, trash, ashes, refuse, inoperative vehicles, travel trailers or house trailers, junk or other waste shall be thrown, or dumped, on any lot, park, street, or alley in the subdivision or permitted to remain upon any such place. All garbage shall be kept in sanitary containers.

14. No animals, livestock, or poultry of any kind shall be raised, bred, kept, staked or pastured on any lots, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

15. Fences, walls and hedges are permitted along, but inside the property lines adjoining streets, but not closer to the front or side street than the applicable side yard or setback line for the house or residence. No fence, wall, or hedge shall be placed on any portion of any homesite at a height more than six feet from the ground. Should any fence, hedge, shrub, tree, flower or other planting be so placed, or afterwards grow so as to encroach upon the adjoining property, such encroachment shall be removed upon the request of the owner of the adjoining property. Should any encroachment be upon a right-of-way, street, alley or other easement, it shall be removed promptly upon request of MIDSOUTH or its duly designated representative, and such encroachment shall be wholly at the risk of the owner of the encroaching object. No fence or wall may be constructed until written approval is obtained from an officer of MIDSOUTH or its duly designated representative, as to design and material to be used in the construction of said fence or wall.

16. No signs of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five square feet in said area advertising the property for sale or rent or signs used by a builder to advertise the property during the construction or sale of such property.

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17. No outdoor privy nor other method of disposing of sewage not approved by the Florida State Board of Health shall be permitted anywhere in the subdivision. No well, except for lawn watering purposes, shall be sunk or maintained on any part of the subdivision unless facilities furnishing water for human consumption are not made available by means of water distribution lines installed along either side of the street or alley, right-of-way abutting any homesite property line, within fifteen days after the beginning of visible construction of improvements upon any particular homesite and written notification requesting water be made to the governmental body or utility company or person then having the right to install water lines in the subdivision.

18. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole of any kind be dug on the restricted land, except wells for lawn pump purposes, and, in the event water is not furnished for human consumption as provided in paragraph 17, then wells for human consumption; and, except swimming pools, docks or boat slips.

19. MIDSOUTH or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the same manner as though they had been expressed herein.

20. Violation of any restriction or covenant, except such violations as have been waived by failure to take action as provided in paragraph 11 herein, shall give MIDSOUTH or its duly designated representative, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass.

21. These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until November 1, 1997, at which time said covenants and restrictions shall terminate. They may be extended for additional successive periods of ten years by written and recorded agreement of a majority of the record owners on November 1, 1997, and each successive ten year anniversary date thereafter.

22. If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any other lot in the subdivision to prosecute any proceeding at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violation.

23. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

24. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owner hereof has hereunto caused its hand and seal to be affixed this 3 day of November, 1976.



MIDSOUTH DEVELOPMENT CORPORATION
OF FORT WALTON BEACH

By [Signature]
Its President

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OFFICIAL RECORDSSTATE OF FLORIDA)
COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. K. MARSHALL, JR., President of MIDSOUTH DEVELOPMENT CORPORATION OF FORT WALTON BEACH, a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS My hand and official seal in the County and State aforesaid this 3 day of November, 1976.



Betty J. Buck
Notary Public
My Commission Expires:
February 16, 1980

THIS INSTRUMENT PREPARED BY:

ROBERT E. LEE
Attorney at Law
Post Office Box 1447
Ft. Walton Beach, Florida 32548

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