

**** OFFICIAL RECORDS ****
BK 1873 PG 1018

COVENANTS, CONDITIONS, AND RESTRICTIONS

Shalimar Investments, Inc., a Florida Corporation, hereinafter called "Declarant", being the owner of the following described property in the County of Okaloosa, State of Florida to wit:

Lots 2, 3, 4, 6, 7, 9, 10, 13, 14, 19, 20, 21, 23, 24, 25, 26, 27, 31, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 52, 53, 54, 58, 62, 63, 64, 65, 66, 67, 68, and 69, Bristol Village at Raintree Estates, a subdivision, according to the plat thereof recorded in Plat Book 13, Pages 11 and 12 of Public Records of Okaloosa County, Florida.

desiring to restrict the use of the 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 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, of 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 such usage of this property is hereby expressly prohibited.

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, provided such tract constitutes a homesite as defined in the succeeding paragraph.

3. Parts of two or more adjoining lots facing the same street may be designated as one homesite, provided the lot frontage of such homesite shall not be less than the minimum frontage of lots 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 lot, other than one detached single-family dwelling, not to exceed two stories in height, except swimming pools and other structures as hereinafter provided.

5. The words "house, residence, building, structure, or dwelling," as used herein, including references to building lines, shall include galleries, porches, projections, and every other permanent part of such improvements, except roofs and air conditioning compressor slabs.

6. No one-story residence shall be erected or allowed to remain on any lot, unless the enclosed heated or cooled area, exclusive of screened or open porches, garages, and storage rooms, shall equal or exceed 1,800 square feet. No one and one-half story residence and no two-story residence shall be erected or allowed to remain on any lot, unless the heated or cooled area, exclusive of screened or open porches, garages, and storage rooms, shall equal or exceed 2,000 square feet; and the first floor thereof shall not have less than 1,200 square feet.

7. Any building located on any homesite in the subdivision must have written approval of the Declarant, or its designated representative, of plans, design, location, and position of buildings to be constructed prior to the commencement of any construction or lot clearing.

8. No building or any type or kind of permanent structure (except driveways and walkways) shall be located on a residence homesite in the subdivision at any point nearer than 30 feet from the front subdivision lot line and 20 feet from the rear subdivision lot line or located nearer than 7.5 feet to any interior side lot line.

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9. No building materials of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements. Then such materials 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 streets or between the street and the property line. Once construction has begun, work shall be pursued diligently and continuously until full completion. Any building located on any homesite approved by Declarant, or its designated representative, shall be completed within 8 months after start, unless such completion is rendered impossible as the direct result of fires, national emergencies, strikes, or natural disasters. All landscaping must be completed 9 months after construction has commenced.

10. No building, swimming pool, 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 existing structures in the subdivision and as to location of the buildings or other structures with respect to topography and finished ground elevation by Declarant, or its designated representative.

11. No garbage, trash, ashes, refuse, inoperative vehicles, 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, which are hidden from view except on collection days.

12. 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. The owner of any animal shall comply with the applicable "leash law" of Okaloosa County, Florida.

13. Fences, walls, and hedges shall not be placed on any portion of any homesite, except the rear or interior side lot lines, and shall be no closer to the front of the homesite than the front side corners of the house or residence. No fence or wall shall be built on any homesite at a height of more than 6 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 Declarant, or its 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 the Declarant, or its designated representative, as to design and material to be used in the construction of said fence or wall.

14. Only the normal sign showing name and/or address of the resident shall be displayed permanently to the public on any residential lot. A temporary sign of not more than 5 square feet may be placed on the property advertising the property for sale or rent. Temporary signs may be placed on the property by a builder or realtor to advertise the property during the construction or sale of such property.

15. No structure or apparatus will be permitted for the outdoor drying of clothes in a front or side yard. Such structure or apparatus may only be permitted in the rear of the house, if it is hidden from view from neighbors and streets.

16. No television antenna, radio aerial or antenna, television satellite dish, or any other exterior electronic or electric equipment or devices shall be located on any lot or attached or maintained on the exterior of any structure located on any lot in the subdivision, unless otherwise approved by Declarant, or its designated representative.

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

18. Any house or residence built on any lot shall include a garage which shall have the capacity for at least two cars. No carports shall be built on any lot.

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19. No outdoor privy, septic tank, nor other method of disposing of sewage shall be permitted anywhere in the subdivision. The owner of each lot shall connect his sewage disposal line to the sewage collection line provided to serve that owner's building lot to comply with the requirements of the Okaloosa County Water and Sewer System. No well, except for lawn watering purposes or to supply water for an air-conditioning or heating installation, shall be sunk or maintained on any part of the subdivision. A central water supply system owned and operated by Okaloosa County or its assigns will be provided for the service of the subdivision and shall be used as the sole source of water for all outlets and spigots within all buildings located on each lot. The owner of each lot shall connect his water lines to the water distribution main provided to serve each lot. After such connections, each property owner shall pay when due the charges for the furnishing of water and sewer disposal made by the supplier thereof.

20. 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 watering purposes or to supply water for air-conditioning or heating installations and except swimming pools.

21. In the event street lighting is installed adjacent to the lots, the cost of operating and maintaining this system shall be distributed proratably among all owners of residences in the subdivision.

22. All electric, telephone, and other utility lines and connections shall be located underground between the main utility lines and the residence and other buildings located on each lot.

23. No temporary building of any kind or character shall be erected or permitted to remain on any lot, except during the course of construction adequate sanitary toilet facilities for workmen can be used.

24. To assure proper drainage, it is required that swales along the road right-of-way and the permanent part of some building lots be established and maintained. They shall be maintained so that proper run-off occurs. Concrete driveways shall be installed so as not to interfere with the flow of water along the road right-of-way. Owners shall be required to landscape and maintain the area between the lot line and paved surface of the street (right-of-way), and said landscaping shall not interfere with or obstruct the designed flow of drainage water along the swales.

25. The owners of each residence shall keep such residence neat and attractive and shall perform such maintenance as may be reasonable to protect the value of neighboring property and the subdivision.

26. No commercial vehicle or autos, construction vehicles, or equipment shall remain parked on any lot within this subdivision unless in a garage. Travel trailers or recreation vehicles shall not be used as a permanent residence while parked on any lot in the subdivision. Travel trailers or recreation vehicles that are or become unsightly as determined by Declarant, or its designated representative, must be hidden from view of the public or adjoining lot owners. No house trailers shall be permitted within the limits of this subdivision. Boats on trailers may be kept on residential lots but must be confined to the rear or side yard screened by a fence or shrubs so that they are not considered unsightly when viewed from the street or neighbor's lot.

27. Declarant, 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 transferee in the same manner as though they had been expressed herein.

28. Violation of any restriction or covenant shall give Declarant, its successors, 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.

29. These covenants, conditions, 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

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persons claiming under them until January 1, 2010, at which time said covenants, conditions, and restrictions shall automatically be extended for additional successive ten-year periods unless terminated by written agreement of a majority of the record owners. Such agreement must be recorded before the beginning of the next applicable ten-year extension.

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

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

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

33. Additional lots in Bristol Village at Raintree Estates may be subjected to these covenants, conditions, and restrictions by the execution and recordation of a joinder and consent by the then record owner of such lot, which shall state as its purpose the intention of such owner to subject the lot therein described to these covenants, conditions and restrictions as fully as if originally included.

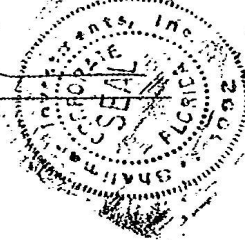
IN WITNESS WHEREOF, the Declarant has hereunto caused its hand and seal to be affixed this 24th day of October, 1994.

SHALIMAR INVESTMENTS, INC.

By: 

Robert E. Lee, Its President.

(Corporate Seal)



STATE OF FLORIDA)

COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 24th day of October, 1994, by Robert E. Lee, President of Shalimar Investments, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me and did not take an oath.




Notary Public Marian McBryde

(Type name)

My Commission Expires:



a:\Bristol Village\covenants

FILE# 1370593
OKALOOSA COUNTY, FLORIDA

RCD: OCT 26 1994 @ 11:16 AM
NEWMAN C BRACKIN, CLERK