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STATE OF FLORIDA
COUNTY OF SANTA ROSA

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUND HAMMOCK, A SUBDIVISION**

THIS DECLARATION made and entered on this 14th day of October, 1999, by SOUND HAMMOCK, INC., a Florida corporation, hereafter referred to as "Declarant," witnesseth:

WHEREAS, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described on Exhibit "A," attached hereto and by reference made a part hereof; and

WHEREAS, Declarant desires to develop the property in a manner which will further the enjoyment of the natural resources of the property and the surrounding area, and desires to encourage a harmonious architecture to provide for and allow for the self-governing of the development by its Owners, and to provide a guide for development which will preserve certain values; and

WHEREAS, Declarant desires to and does hereby set forth Sound Hammock Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, Declarant declares that all of the property described on Exhibit "A" shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to SOUND HAMMOCK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association, as provided in Article III, and may be referred to herein as "Member."

Section 3. "Properties" shall mean and refer to that certain real property platted as SOUND HAMMOCK SUBDIVISION, as more particularly described on Exhibit "A," and such additions to the property as may subsequently be brought within jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property or easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lots is as follows:

- a. "Parcel C" as shown on the Plat of Sound Hammock Subdivision. The common pier of the Subdivision shall be constructed on Parcel C, which shall also constitute Common Area.
- b. All access, utility, drainage, screening and non-access easements as shown on the Plat, which may include or contain sidewalks, common boardwalk to the Sound, and pier.

- c. Conservation areas, preservation areas, and areas under the jurisdiction of the Army Corps of Engineers and/or the Florida Department of Environmental Regulation.
- d. "Parcel H" on the Plat, which shall contain the common pool for the Subdivision.

Section 5. "Lot" shall mean and refer to each of the platted Lots shown on the Plat of Sound Hammock Subdivision.

Section 6. "Declarant" shall mean and refer to the developer, Sound Hammock, Inc., and the successors and assigns of that corporation.

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the Properties as otherwise authorized in this Declaration, together with payments or obligations to reserve accounts.

Section 8. "Plat" shall mean and refer to the Plat of Sound Hammock Subdivision, as recorded or to be recorded in the public records of Santa Rosa County, Florida.

ARTICLE II RIGHTS OF OWNERS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Owner, subject to assessments as provided in Article IV, shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns that it shall convey its interest in the Common Areas to the Association not later than the date of which control of the Association is turned over to the Class A Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except for and subject to any easements, permits and licenses granted by the Declarant or the Association pursuant to this Article, and subject to this Declaration of Covenants, Conditions and Restrictions.

Section 3. Use of Common Areas for Recreation, Utilities, and Drainage. The Common Areas may be used for recreation and utilities from the Properties and other adjacent property, as well as for open space, rights of ingress and egress, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Areas which might impair or interfere with the drainage, percolation, or temporary retention of storm water runoff of the Properties or other adjacent property. In the event the Association is dissolved or otherwise ceases to exist, then the Association shall have the right to assign, transfer, and deliver over to a governmental authority or to any other like organization the powers reserved in this Declaration to the Association. However, the local government authority and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created by this Declaration shall be subject to the following:

- a. The right of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money and to mortgage the Common Area properties for the purpose of improving the Common Areas. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, at which time the possession of the properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;
- b. The right of the Association, as provided in its Articles, By-Laws, and Rules and Regulations to suspend the enjoyment and voting rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. The drainage, percolation, and temporary retention of storm water runoff uses of the Common Areas referred to in Section 3 of this Article, and elsewhere herein; and
- d. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, subject to the acceptance of such dedication or transfer by the public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or any determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of Members called for such purpose, of which written notice was sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting, a two-thirds (2/3) majority of the combined votes of both classes of Members who voted in person or by proxy was obtained, agreeing to and approving such dedication or transfer.

Section 5. Utility Easements. There is reserved unto the Declarant until the date on which control of the Association is turned over to the Class "A" Members, as provided in Article III, Section 2 hereof, the right to grant easements for the installation and maintenance of public utilities on the Common Areas in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Areas on the date of the grant.

Section 6. Permits and Licenses. The Association has the right to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 7. Access Easements. The easements as shown on the Plat or otherwise affecting the Subdivision shall be part of the Common Area, subject to the obligation of the Association to maintain the pier, seawall, riprap, common boardwalk and nature trail. This portion of the Common Area shall consist of easement rights only.

Section 8. Maintenance Easement. There is reserved unto the Association an easement for access to and maintenance of the seawall which extends across the southernmost portion of Lots 21 through 35, Block D, of the Subdivision, said easement extending north from the seawall a distance of

fifteen (15) feet as shown on the Plat. This easement shall be used only for the purposes of accessing and maintaining the seawall, and shall not provide general rights of access to the Members of the Association or to the general public.

Section 9. Utility Easement. All Lots shall have a utility easement five feet wide located within the first five feet of each Owner's Lot adjacent to the street right-of-way.

Section 10. Sidewalks. A sidewalk shall be completed by the lot owner simultaneous to the completion of each home. (See Sidewalk Detail in Exhibit "B", Architectural Guidelines.)

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 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.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, which 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 any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (b) five (5) years following conveyance of the first Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, 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 provided below. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors

in title of that Owner unless assumed expressly by them, except as provided in Section 9, below.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Lots and Properties; for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas; for the repair, replacement, and additions thereto; for the cost of labor, equipment, materials, management and supervision thereof; and for such other purposes as a majority of voting members may determine.

The Association shall establish and maintain an adequate reserve fund to provide for the periodic maintenance, repair and replacement of improvements to the Common Areas.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments shall commence upon the first closing of the sale of a Lot in the Subdivision. The first annual assessment shall be levied for the balance of the calendar year in which it is imposed. The Annual Assessments shall be payable annually in advance on January 1 of each year. Prorata annual assessments shall be paid by each Lot purchaser at the closing of his purchase.

Section 4. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the Association shall be as follows:

- a. Non-Waterfront Lots \$275 per Lot
- b. Waterfront Lots \$550 per Lot

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 above, the Declarant shall pay the difference in cost between the amounts collected from the Class "A" Members and the actual cost of maintenance. After turnover, the Declarant shall be obligated to pay the same assessments paid by other Class "A" Members but shall not guarantee any deficiencies between the amounts collected and the actual costs of maintenance.

The Annual Assessment may be adjusted by vote of the membership, as provided below, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year; or, at the discretion of the Board of Directors, the Annual Assessment may be increased annually, provided that such increase shall not be in excess of fifteen percent (15.0%) above the assessment for the previous year without the approval of a majority of the membership.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members no less than thirty (30) days and no more than sixty (60) days in advance and shall set forth the purpose of the meeting.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and

basis of the assessments fixed by Section 4 above prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members no less than thirty (30) days and no more than sixty (60) days in advance and shall set forth the purpose of the meeting.

Provided further that no change in assessments affecting the Declarant shall be made without the prior written consent of the Declarant.

Section 7. Quorum for any Action Authorized under Sections 5 and 6. The quorum required for any action authorized by Section 5 and 6 above shall be as follows:

At the first meeting called, as provided in Section 5 and 6 above, the presence at the meeting of Members, or of proxies, entitled to cast sixty-six and two thirds (66 2/3) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall develop an annual budget and shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject to that assessment.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment stated in that certificate to have been paid.

Section 9. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If any assessment is not paid within thirty (30) days of the date when due (being the dates specified in Section 3 above), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as provided below, become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. Each Lot Owner (except the Declarant) agrees that it shall be liable for and promptly pay when due to the Association all assessments and special assessments. In the event that an Owner fails to make payment when due, the Association shall have the right to record a lien against the Owner's Lot in the form of a statement signed by the President or Vice-President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees incurred in collection, as well as all fees incurred in foreclosure of such lien through all appeals. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above

provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action, including those costs and fees incurred on appeal.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment and also subordinate to a deed given to a mortgagee if and only if given in lieu of foreclosure of such recorded mortgage and in full satisfaction thereof; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or assignment in lieu of foreclosure. Such sale or transfer shall not relieve such property or the Owner thereof from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon the Property or Lots.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and (b) all Common Areas as defined in Article I, Section 4 hereof and/or shown on the Plat of Sound Hammock. However, the Common Areas may be subject to applicable Santa Rosa County Municipal Service Taxing District taxes and special assessments.

ARTICLE V COMMON AREAS MAINTENANCE AND PROPERTY MAINTENANCE

Section 1. Common Areas Maintenance. Common Areas Maintenance may include, but is not necessarily limited to, the following items:

- a. Maintaining the Conservation Area shown on the Plat in accordance with the requirements of the Conservation Easement which is attached hereto as Exhibit "C".
- b. Operating and maintaining the Common Areas for the benefit of Property Owners;
- c. Maintaining unkempt lands or vegetation located within or upon the Common Areas;
- d. Fixing and collecting assessments (or charges) to be levied against the Properties;
- e. Enforcing any and all covenants, restrictions and agreements applicable to the Properties;
- f. Paying taxes and insurance, if any, on the Common Areas and facilities;
- g. Maintaining grounds of and the Common Areas including mowing, fertilizing, insecticides, etc., as appropriate;
- h. Cleaning and maintaining parking areas, if applicable;
- i. Removing waste from the Common Areas;
- j. Paying the utilities costs for the Common Areas, including water, sewer and electricity;
- k. Paying for other miscellaneous services which may be required, such as janitorial services, exterminating service, security system maintenance, garbage service for common areas, and fire extinguisher services;
- l. Maintaining a reserve for future maintenance and repairs;
- m. Maintaining entrance area landscaping and irrigation;
- n. Maintaining the pier;
- o. Maintaining the swimming pool and pool deck within the Common Areas;

- p. Maintaining any common boardwalk;
- q. Maintaining retaining wall and riprap on the waterfront Lots;
- r. Insofar as permitted by law, doing any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties.

Section 2. Property Maintenance. Garbage and trash pick-up shall be paid for by each Lot Owner individually. The Association may charge for garbage pick-up of the Common Areas, if any.

In the event of the failure of any Owner to maintain his property (including the maintenance of lawn, shrubs, fences and exteriors) in good condition and repair, and in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, after thirty (30) days notice to the Owner, the Association shall have the right (but shall not be obligated) to enter upon such Owner's property and take such corrective action as is reasonably necessary to put such Owner's property in good condition and repair. The cost of such corrective actions, including administrative, professional and legal costs, shall be paid by such Lot Owner within thirty (30) days after the Association has sent a statement reflecting the charges for such work to the Owner. Any amounts not paid within said thirty (30) days shall become a lien in favor of the Association upon the affected property until paid. The lien shall become effective upon the filing of a Notice of Lien setting forth the legal description of the property, the date and nature of the actions undertaken by the Association affecting the property, and the total amount of the charges therefor. A copy of said Notice shall be sent by United States Mail to the Owner of such affected property. Should it become necessary for the Association to enforce the lien through foreclosure or legal action, or otherwise to attempt collection of the unpaid amount, the Owner shall be liable for all expenses incurred in connection therewith including, but not limited to, attorneys' fees and costs of court, including those costs and fees incurred on appeal, whether suit be brought or not.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Appointment of Board. There shall be appointed by the Board of Directors of the Association, the Sound Hammock Architectural Review Board (SHARB) which board shall consist of at least three (3) Members of the Association. Until "turnover," the SHARB shall consist of Charles F. Faddis, Richard A. Lockwood and Judith M. Ging.

Section 2. Architectural Guidelines Manual. The restrictions and guidelines of construction and improvement of Lots within the Sound Hammock Subdivision are contained in the Architectural Guidelines Manual for Sound Hammock Subdivision prepared by the Developer, a copy of which is attached to this Declaration as Exhibit "B" and by reference incorporated herein (hereinafter referred to as the "Architectural Guidelines").

Section 3. Review by SHARB. The SHARB, in its review of all proposed construction, modifications, or alterations of existing structures, shall be guided by the Architectural Guidelines and the following standards of review:

- a. Architectural control. No building, fence, wall, boardwalk, or other addition or modification to existing structures shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including patio covers, be made, nor any landscaping done, until the plans (including landscape, fencing and irrigation plans), drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior finish and color

scheme, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the SHARB, in accordance with the Architectural Guidelines.

b. The Review Process. The Sound Hammock Architectural Review Board (SHARB) exists to review all buildings and related improvements proposed for construction at Sound Hammock Subdivision and to encourage high quality architectural design. The review process has been set up to establish a systematic and uniform review of proposed construction. All submittals to the SHARB for residential construction are recommended to be made by an Architect registered in the State of Florida, or by a well-recognized and well-qualified residential designer. Though the SHARB serves to enforce the covenants and the Architectural Guidelines, it does not wish to stifle the creativity of the Architect, Residential Designer or Owner. The SHARB, however, through its architectural review process may disapprove any proposed construction for purely aesthetic reasons, where in its sole judgment such action is required to protect the beauty and harmony of the development. The SHARB retains subjective judgment authority to approve or disapprove plans. "Subjective judgment" does not imply "unreasonable judgment," and approval of plans shall not be unreasonably withheld; however, the SHARB shall retain absolute subjective judgment authority in every event and in all circumstances.

The SHARB shall require, with the submission of any plans, a non-refundable fee for review of those submittals. The initial fee shall be One Hundred Dollars (\$100.00), which fee may be adjusted by a majority vote of the SHARB.

Written approval or disapproval of the proposed building and improvements shall be given within thirty (30) days of receipt of complete documentation as required in these Restrictive Covenants and the Architectural Guidelines. Failure of the SHARB to approve or disapprove the plans within thirty (30) days shall be deemed an approval. In the event the SHARB disapproves any proposed plans, it shall state the specific basis and reasons for the denial.

c. Prior Approval Required. No site clearing, material deliveries or construction may begin without first obtaining written approval from the SHARB and an Santa Rosa County building permit. Therefore, the review process must begin early enough to obtain approval that coordinates with the construction schedule. All normal procedures set up by the Santa Rosa County building department must be followed as well.

d. Site Design Standards and Criteria.

1. The front property line of properties shall be the one fronting on the street. As for corner Lots, the front property line shall be the line to which the front of the house faces.
2. No residential structure shall be erected on any building Lot in the subdivision which does not conform to the setbacks as designated on the recorded Plat of Sound Hammock. Minor variances to the foregoing setback limitations may be granted by a written waiver executed by the SHARB. A similar variance must be obtained from the County.
3. Any areas designated on the Plat as Conservation Area or Preservation Area, or as areas within regulatory agency jurisdiction, e.g., Florida Dept. of Environmental Protection, U.S. Army Corps of Engineers, etc., shall not be filled without first obtaining a permit from the appropriate governmental agencies.

e. Attorneys' Fees. In all litigation involving architectural control, the prevailing party

shall be entitled to collect and shall be awarded attorneys' fees and court costs, including those fees and costs incurred on appeal, whether or not suit be brought.

ARTICLE VII COMMON PIER

Section 1. Construction and Provision of Pier. Declarant intends, subject to approval by and availability of permits from applicable regulatory agencies, to construct and provide a common pier to be used by the Owners and their guests. The pier will be situated on "Parcel C". The pier shall be available for the common use of the Owners within the Subdivision and shall be part of the Common Area of the Subdivision, and shall be subject to the provisions of Article II hereof.

Section 2. Restrictions on Use. The use of the pier shall be subject to such rules and regulations as may be adopted from time to time by the Association together with the laws, ordinances, rules and regulations of any municipal, state or federal agency or governmental authority regulating the use of such areas. The pier shall not be used by anyone for the purpose of chartering boats or vessels or operating a commercial fishing business or other business operation of any kind. The pier may not be rented to the general public. The pier is reserved for the exclusive use of Lot Owners and their guests within Sound Hammock Subdivision.

- Section 3. Rules. The following rules shall apply to the use of the pier:
- a. There shall be no diving permitted from the pier.
 - b. Removal of watercraft from slips. It is not intended that the Sound Hammock pier is for permanent mooring or docking of watercraft. Boat Owners should provide for permanent boat mooring at any commercial or private facility.
 - c. Fueling facilities. No fueling or oil dispensing facilities shall be installed or operated at any pier in the subdivision.

ARTICLE VIII GENERAL RESTRICTIONS

Section 1. Residential Use. The Lots may be used for residential dwelling units and for no other purpose except as contemplated hereby, except that individual residential dwelling units may be used as model homes by the Declarant or a builder approved by Declarant during the development of the Property.

Section 2. Vehicles to be Garaged. No trailer, mobile home, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, house trailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles and operating passenger trucks and vans (trucks and vans are limited to those that are no longer and no wider than American-made family automobiles), shall be parked in any driveway or on any Lot in the subdivision except in a garage at the dwelling.

Section 3. Temporary Structures. 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, trailer, tent, shack, detached garage, barn or other outbuilding shall be constructed

or permitted to remain on any Lot.

Section 4. Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it 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, except that an office may be maintained in a home so long as there are not signs visible to the street, no regular customers or client traffic, and no more than two automobiles parked on the premises for business purposes at any time.

Section 5. Clotheslines, Basketball Backboards. No outside clothesline or other items detrimental to the appearance of the Properties shall be permitted on any Lot. In addition, no basketball backboards and/or goals visible from the street shall be permitted on any Lot.

Section 6. Animals, Pets. 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 no Owner shall have more than a total of two (2) such pets. All dogs shall be kept on a leash when outdoors, and shall not be permitted to run at large. Barking dogs shall be considered an annoyance to other Owners and shall not be permitted. Pit bulldogs, or crossbreeds of pit bulldogs, will not be permitted under any circumstances. Any waste excreted by any pet anywhere within the Subdivision including the common areas and right-of-way shall immediately be removed by that pet's Owner or guardian.

Section 7. Dumping. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of reasonable size advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period.

Section 9. Electric Service, Antennas. All electric and telephone service lines and wiring for any building erected on a Lot shall be underground. In addition, all cablevision wiring shall be underground and no conventional television or shortwave antennas shall be permitted, nor shall any satellite dish be permitted that exceeds eighteen inches (18") in diameter.

Section 10. Minerals, Oil, Gas. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Lot.

Section 11. Water, Sanitation. All federal, laws of the State of Florida, the County of Santa Rosa and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply and sanitation are incorporated herein and made a part hereof.

Section 12. Pollution Avoidance. In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may be benefited by a decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewage, or other material which might tend to pollute said waters.

Section 13. Drapes. The sides of all drapes visible to the outside of each Owner's dwelling shall be white or off-white.

Section 14. Noise Control. No radio, stereo, or other device transmitting sound, live or recorded, or any noise from any other source, shall be played or created in any loud manner. "Loud manner" is defined as any decibel level which could be an annoyance to neighboring units.

Section 15. Solar Panels. The installation and/or addition of solar panels, windmills, or other forms of energy-generating equipment, are subject to the approval of the SHARB under the procedures established in Article VI above. Such equipment shall be installed or constructed in such manner as to conform to the architectural design of the approved dwelling and shall be concealed from view as much as possible, and at the sole discretion of the SHARB shall conform to the overall development and aesthetic scheme of the Subdivision.

Section 16. Air Conditioners. No window or wall air conditioning units shall be permitted. All air conditioning compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

Section 17. Public Water. All water service to the Property shall be supplied by means of the public water supply providing service to the Property. No well of any kind shall be dug or drilled on any Lot to provide potable water. If a well is installed for irrigation purposes, well water must be tested to ensure that well water does not contain iron or any other staining substances so as to preclude rust-colored staining of sidewalks, curbs, drives, and the exteriors of dwellings.

Section 18. Tidiness During Construction. During construction of a dwelling or other improvements upon a Lot, the Owner shall be required to maintain the Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. All main structures constructed upon the Property shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies, or natural calamities, or unless waived in writing by the Declarant or the SHARB. The Declarant or the SHARB may, at their option, establish reasonable hours for construction activities so as to result in minimal disturbance to Owners of land adjacent to the Property.

Any damage to Common Areas, including but not limited to streets and sidewalks, resulting from construction activities shall immediately be repaired by the Owner who is responsible for said damage.

Section 19. Premises Damage by Fire, Other Hazards. In the event of damage or destruction by fire or other casualty to any improvements located upon the Property, the Owner of such improvements shall either clear the property of such destroyed improvements within a reasonable time not to exceed sixty (60) days or repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provision of these covenants. In the event the Owner elects to rebuild, all debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction. Any repairs or reconstruction shall be subject to the approval of the SHARB in accordance with the Architectural Guidelines.

Section 20. Completion of Construction. Following completion of construction, an Owner of a Lot may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior appearance of his dwelling including driveways and parking areas

and including the installation of window air conditioners, nor make any additions to the exterior of his dwelling inconsistent with this document without the prior written approval of the SHARB, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or better quality as originally installed as part of the construction. No garage shall be permanently enclosed or converted to another use without written approval of the SHARB.

Section 21. Individual Piers on Waterfront Lots. Each waterfront lot owner shall be allowed to construct one pier extending from his lot southerly into Santa Rosa Sound, subject, of course, to permitting from agencies having jurisdiction. Piers should be built so that the landward extension of the pier would be parallel to the east and west boundaries of the lot, and the beginning of the pier shall be placed in the middle of the lot at the southern boundary of the lot.

Two adjacent lot owners may wish to construct a common pier at the common boundary between their lots, thus reducing their construction and maintenance costs as well as the numbers of piers penetrating Santa Rosa Sound.

Before an owner constructs his pier it is suggested that he make himself familiar with other lot owners' intentions regarding piers, particularly adjacent lot owners.

Section 22. Preservation of Wetland Vegetation. Each Lot Owner recognizes the importance and productivity of the Conservation Areas and Preservation Areas as shown on the Plat, and covenants not to destroy but to preserve the wetland vegetation therein in its natural state to the maximum extent possible. Each Owner recognizes that destruction of this wetland vegetation without permits from appropriate government agencies could be both a civil and a criminal violation, and could subject the Owner to fines, civil penalties and imprisonment.

Section 23. Stormwater runoff areas. Pervious areas for percolation of stormwater runoff from roofs, drives, patios, courtyards, etc., shall be maintained on each Lot by each Lot Owner. Swales between Lots and adjacent to the street shall be cut, trimmed and kept clear of debris at all times to provide for maximum percolation.

Section 24. Use of Common Area Pool. Except for seeing eye dogs, no animals of any kind will be allowed in the pool area for any reason whatsoever. The pool area is defined as the pool, pool apron, pool deck, landscaping, i.e., all area within the fencing surrounding the pool. Rules for use of the Sound Hammock pool as required by the regulatory authorities and as may be adopted from time to time by the Association shall be posted in the pool area.

The pool is for the use and enjoyment of Owners and their guests. Owners will be responsible for their guests and for cleaning up and removing trash, debris, etc., after use of the pool and restrooms so that subsequent visitors to the pool may expect to find the facilities in a condition of reasonable cleanliness.

ARTICLE IX GENERAL PROVISIONS

Section 1. Violation and Enforcement.

- a. Violation of any covenant, restriction, reservation, rule, or regulation shall give the Declarant, its agents or assigns, or the Association, 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 a trespass.

- b. If any Owner, tenant, or occupant of this Subdivision shall violate any of these covenants, restrictions, reservations, rules, or regulations while in force and effect, it shall be lawful for the Declarant, its agents or assigns, the Association, or any other person having any Ownership interest in any other Lot in the Subdivision, to prosecute by proceeding at law or in equity against any person violating or attempting to violate such covenants, restrictions and reservations and either to prevent them from doing so or to recover damages for such violation. In the event Declarant, or its agents or assigns, or the Association, or any other Owner shall commence any proceeding to enforce these covenants, restrictions and reservations or be required to defend any such suit regarding such covenants, restrictions and reservations and prevail in any such obligation regarding the enforcement or upholding of such covenants, restrictions and reservations, then in such event the non-prevailing party shall be responsible to pay to the prevailing party a reasonable attorney's fees and costs for the bringing or defending of such action, including those fees and costs incurred on appeal, whether suit be brought or not. The Association also reserves the rights, as set forth in Florida Statute Section 617.305(2), to suspend the rights of a Member or a Member's tenants, guests or invitees, or both, to use the Common Areas and facilities, and to levy reasonable fines, not to exceed \$100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no fine shall exceed \$1,000 in the aggregate. The Association may also suspend the voting rights of a Member for non-payment of regular annual assessments that are delinquent in excess of ninety (90) days.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than two-thirds (2/3) of the votes of the Lot Owners (in accordance with the voting rights specified in Article III, above).

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties, with the consent of two-thirds (2/3) of the votes of the Lot Owners (in accordance with the voting rights specified in Article III, above).

Section 5. Waiver. The Board of Directors of the Association is granted the right to waive minor violations of these covenants, upon determination by the Board of Directors of the Association that the violation waived is minor, and does not adversely affect the value of the Lots in the remainder of the development. Any such waiver shall not constitute a future or continuing waiver of any other such violation.

Section 6. Violation not Forfeiture. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 7. VAFHA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, SOUND HAMMOCK, INC. has caused this instrument to be executed by its President and its corporate seal to be affixed hereto this 14th day of October, 1999.

Signed, sealed and delivered
in the presence of:

1. *Richard A. Lockwood*
Richard A. Lockwood

2. *Judith M. Ging*
Judith M. Ging

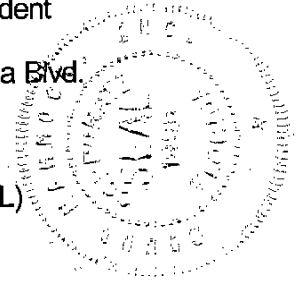
(Names of witnesses should be
typed or printed below signature.)

SOUND HAMMOCK, INC.,
a Florida corporation

By: *Charles F. Faddis*
Charles F. Faddis, President

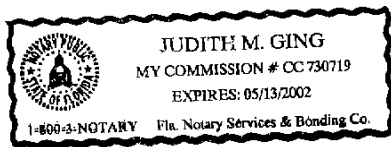
Address: 6701 Pensacola Blvd.
Pensacola, FL 32505

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of October, 1999, by CHARLES F. FADDIS, the President of Sound Hammock, Inc., a Florida corporation, on behalf of that corporation, who is personally known to me.



Judith M. Ging
Typed name: Judith M. Ging
Notary Public #CC730719
My commission expires: 5/13/2002

EXHIBIT "A"

LEGAL DESCRIPTION - SOUND HAMMOCK SUBDIVISION

A parcel of land lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida, being that parcel described in Official Records Book 299, page 830, of the Public Records of Santa Rosa County, Florida, and being more particularly described as follows:

BEGIN at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U. S. Highway 98 (160 foot right-of-way) and thence run South 00 degrees 22 minutes 39 seconds West a distance of 1805.68 feet to a 4" x 4" concrete monument with a plain brass disk; thence continue South 00 degrees 22 minutes 39 seconds West a distance of 151 feet, more or less, to a point on the mean high water line of Santa Rosa Sound; thence meander westerly along said mean high water line a distance of 992 feet, more or less, to a point that lies South 00 degrees 00 minutes 00 seconds East of a point lying North 89 degrees 45 minutes 33 seconds West a distance of 990.11 feet from the last said concrete monument; thence departing said mean high water line, run North 00 degrees 00 minutes 00 seconds West a distance of 26 feet, more or less, to a plain 4" x 4" concrete monument; thence run North 00 degrees 22 minutes 10 seconds East a distance of 1801.98 feet to a 4" x 4" concrete monument with disk stamped "Allen Nobles & Associates, Inc. L.B. #3293", said point being on the southerly right-of-way line of said U.S. Highway 98; thence run South 89 degrees 58 minutes 25 seconds East along said southerly right-of-way line a distance of 990.39 feet to the POINT OF BEGINNING. Contains 42.81 acres, more or less.

LESS AND EXCEPT:

A parcel of land lying in Section 23, Township 2 South, Range 27 West, Santa Rosa County, Florida, being a portion of that parcel described in Official Records Book 299, page 830, of the Public Records of Santa Rosa County, Florida, and being more particularly described as follows: BEGIN at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 00 degrees 22 minutes 39 seconds West along the West boundary line of said San Carlos Estates a distance of 300.01 feet; thence departing said West boundary line, run North 89 degrees 58 minutes 25 seconds West a distance of 330.01 feet; thence run North 00 degrees 22 minutes 39 seconds East a distance of 300.01 feet to a point on the aforesaid southerly right-of-way line of U.S. Highway 98; thence run South 89 degrees 58 minutes 25 seconds East along said southerly right-of-way line a distance of 330.01 feet to the POINT OF BEGINNING. Contains 2.27 acres, more or less.

EXHIBIT "B"

**SOUND HAMMOCK SUBDIVISION
SANTA ROSA COUNTY, FLORIDA
ARCHITECTURAL GUIDELINES MANUAL**

OCTOBER 14, 1999

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STATEMENT OF INTENT

The Sound Hammock Subdivision Architectural Control Board (SHARB) with its power of review and approval, will endeavor to maintain a high quality subdivision design standard with respect to site planning and architectural design.

In an effort to support this policy and to aid in the successful development of Sound Hammock Subdivision, this Architectural Guidelines Manual has been established. The intent of the suggestions, guidelines and restrictions herein is to ensure the development of a subdivision with a consistent character of quality homes while encouraging architectural creativity from home to home. Toward this end, the SHARB recommends that, whenever possible, property owners retain the services of a licensed Architect or experienced Residential Home Planner to assist in the design and production of new homes in the subdivision.

While the guidelines dictate certain requirements, the SHARB reserves the right, in its sole discretion, to grant variances to these requirements. Variances will be considered where the overall design character objectives can be achieved.

The Sound Hammock Architectural Review Board (SHARB) retains absolute subjective judgment authority to approve or disapprove plans and specifications. The SHARB's review will include (but not be limited to) overall dwelling design, land use, setbacks, colors, materials and relation to adjacent dwellings. Subjective judgment does not imply unreasonable judgment and approval of plans shall not be unreasonably withheld, however, the SHARB shall retain absolute subjective judgment authority.

Planning Considerations and Restrictions

1. Covenants and Ordinances

a. The subdivision is governed by the Santa Rosa County Land Use Ordinance. These Architectural Guidelines are in addition to other regulatory requirements. In the event issues are addressed in both the County Ordinance and these covenants, the most restrictive requirement will apply.

b. Building height may not exceed 2-1/2 stories or 35' above the first habitable finished floor. Height limit includes roof structures and chimneys.

c. Minimum Required Setbacks from property lines:

- From front lot line 25 feet
- From side street lot line 15 feet
- From rear lot line. 10 feet
- From side lot line. 7 feet
- From Santa Rosa Sound. 50 feet

d. ALL UTILITY SERVICE SHALL BE UNDERGROUND.

2. Driveways, Sidewalks, Parking and Paving

a. A five-foot wide concrete sidewalk will be constructed in accordance with Santa Rosa County guidelines at the time the driveway is constructed. It shall be located as described herein. See Attachment 1, Sidewalk Detail. Also See Section 10, page 4, Declaration of Covenants, Conditions and Restrictions. It is to be constructed so as to not interfere with the stormwater drainage system. It shall be each lot owner's responsibility to maintain in good condition the sidewalk adjacent to his lot. On corner lots the sidewalk will also be built along the side street and at the corner a handicap ramp to the street level shall be constructed.

b. All curbs must be cut before being removed to construct driveways and handicap ramps, and shall be repaired in a neat and workmanlike manner.

c. Each residence shall provide for on-site parking of not less than four vehicles, at least two in the garage, and at least two additional in areas not in the garage.

d. RV's, boats, trailers and disabled vehicles are not permitted to be stored on site unless completely stored in garage with garage door closed.

e. Patios may be concrete, concrete pavers, brick pavers, wood decks, or similar.

3. Accessory Structures

Accessory structures or separate storage sheds of any kind are not permitted.

4. Fencing

a. Fencing is not required but if installed shall be in accordance with the following guidelines.

b. No fence shall be closer to the front lot line than the rear corners of the home.

c. Fence construction for all interior lots shall be pressure-treated pine, cedar, cypress, redwood, aluminum vinyl or PVC fence material. We strongly encourage all wood fences be painted white with at least two coats of paint applied initially. White paint shall be at least equal to Benjamin Moore 103 and 105 or Sherwin Williams 107-8070. No fence shall be more than 6 feet high.

d. Fencing for waterfront lots shall be white painted wood or vinyl clad aluminum, shall be not more than 4 feet high, and shall have spaced slats or pickets so as not to obscure water views and shall be maintained at all times in good condition.

e. Owner is responsible for maintenance and upkeep of fence (painting and repair).

5. Mailbox/Newspaper Tubes:

Mailbox and newspaper tube enclosure to be built at curb following height and location specifications in the example attached. The mailbox should be constructed using the same materials and colors as the home it serves. A heavy duty, rust free, cast aluminum mailbox and post in a style complimentary to the home may also be used. Vinyl-clad mailbox structures will not be approved. (See Attachments 2 & 3, examples and specifications for mailbox height and distance from curb.)

6. Garbage Containers

Garbage containers shall be kept from sight and stored in the garage or in a side or rear yard enclosure. Garbage containers shall be placed at curbside the evening before pickup and removed after pickup. No empty garbage containers shall be left overnight at curbside.

7. Exterior Lighting

- a. All electrical service in subdivision shall be underground.
- b. In-ground site lighting for the illumination of buildings and landscaping is allowed within the front setback line.
- c. All lighting must be directed away from adjacent homes, property, and away from streets.

8. Lawns and Landscaping

a. It has become a well-recognized fact that landscaping can enhance not only visual appeal of a home but can also enhance value. In order to strongly encourage well-planned landscaping for each home, some suggested plants and tree types appropriate to Northwest Florida have been listed below with brief comments where appropriate.

b. The main design components of lot landscaping shall be planting beds, sodded areas, and irrigation systems to keep the planting beds and sodded areas well irrigated and healthy.

c. The front and side yards of each Lot shall be sodded and the rear yard shall be sodded so as to produce a complete and appropriate lawn as soon as practicable after completion of construction. Lawn sodding on the front yard and side yards shall extend the width of the Lot and from the curb to the residence and down each side of the residence to the rear building line.

d. The sodded area of each lot shall include all areas except planting beds. Sod shall be planted and maintained by each lot owner in areas that may be street rights-of-way adjacent to sidewalks and street paving.

e. All sod shall be Raleigh St. Augustine, Floratam, or similar, hybrid, resistant to chinch bugs.

f. All Conservation Areas shall be planted and maintained by the Sound Hammock Owners Association in accordance with county and other applicable regulatory authority requirements.

g. No shrubs which are over 4' tall at maturity shall be permitted in the side yards of waterfront lots so that views are maintained between homes. Customarily maintenance will be required weekly during the spring, summer, and fall seasons.

h. It is each owner's responsibility to maintain (irrigate, fertilize, debug, cut and trim) his lawn and the lawn which may lie in the street right-of-way in front of his home or on the side of his home so as to keep his lawn and yard in excellent condition and pleasing to the eye. Sprinklers shall be selected and adjusted so as to preclude water spraying on the sidewalk. The recommended time for irrigating lawns is between 3:00 AM and 5:00 AM.

i. An underground irrigation system with automatic timer device shall be installed to ensure proper irrigation and lawn maintenance. If a well is used for irrigation purposes, owner shall keep all sidewalks, curbs and drives free of rust or other staining substances. Well water often contains iron in amounts which will cause unsightly rust-color staining of concrete curbs, drives, sidewalks and house siding materials. Well water should be tested for iron. If it contains iron in quantities sufficient to cause staining, the situation can usually be corrected by drawing water from a different soil strata. It is suggested that each owner's agreement with his well contractor contain language to preclude well water with staining characteristics.

Following are suggestions for installation of irrigation systems which might be helpful to Sound Hammock owners.

Controller:	RC4C Rainbird, equivalent or better
Location of Controller:	Exterior of residence, 4 to 5 feet above grade.
Sprinkler Heads:	Rainbird 1800 series , equivalent or better
PVC Main Lines:	PR 200 or better
Lateral PVC Lines:	PR 160 or better
Depth of all PVC Lines:	Not less than 12" below grade
Backflow Preventer:	To be installed in accordance with local codes.

9. SOUND HAMMOCK SUBDIVISION - SUGGESTED PLANT LIST

<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>NOTES:</u>
<u>TREES:</u>		
Banana	Musa paradisiaca	Use in semi-protected areas.
Cabbage Palm	Sabal palmetto	See special guidelines following regarding the use of these.
Hollywood Twisted Juniper	Torulosa juniper	
Japanese Black Pine	Pinus thunbergiana	
Ligustrum Patio tree	Ligustrum lucidum	Use in protected areas.
Live Oak, Water Oak	Quercus virginiana	Plant in semi-protected areas.
Southern Magnolia	Magnolia grandiflora	
Mimosa Tree	Albizia julibrissin	Needs sunny semi-protected area.
Native Youpon Tree Form	Ilex vomitoria	
Pindo Palm	Butia capitata	
Wax Myrtle	Myrica cerifera	
Windmill Palms	Trachycarpus fortunei	Use as decorative specimen - not as street trees.
<u>SHRUBS AND GROUNDCOVERS</u>		
Asiatic Jasmine	Trachelospermum asiaticum	Needs protected sunny area.
Blue Pacific Juniper	Juniperus conferta Blue Pacific	Groundcover
Canna Lily	Canna lily	Needs protected sunny areas.
Carrissa Holly	Ilex cornuta carrissa	
Cleyera	Cleyera japonica	
Compact Pfizer	Juniperus conferta compacta	Medium height Shrub
Coontie	Zamia pumila	
Crinum Lilly	Crinum asiaticum	Specimen bloomer
Daylily	Hemerocallis sp.	Many varieties, excellent color
Dwf Burfordii Holly	Ilex cornuta dwarf burfordii	
Dwarf Gardenia	Gardenia radicans	Protected sunny area.
Dwarf Horned Holly	Ilex cornuta rotundifolia	
Dwarf Yaupon	Ilex vomitoria schellings	
Fatsia	Fatsia japonica	Needs protected shady area.
Indian Hawthorn	Raphioplepis indica Dwarf & Medium Growth	Several varieties, excellent bloomer.
Lantana Dwf	Lantana sp.	Excellent color, Many varieties, blooming groundcover
Ligustrum	Ligustrum lucidum	

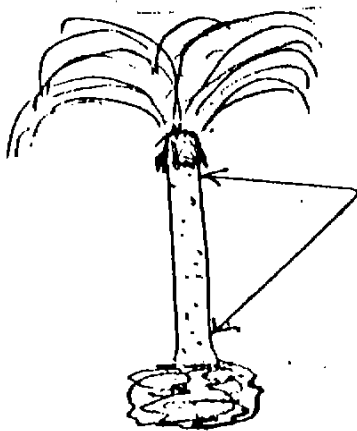
<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>NOTES:</u>
<u>SHRUBS AND GROUNDCOVERS (con't.)</u>		
Liriope	Liriope Evergreen Giant, Spicata and Big Blue	
Mexican Heather	Cuphea hyssopifolia	Blooming groundcover
Oleander	Nerium oleander,	Excellent color, Many varieties, large shrub
Pampas Grass	Cortaderia aelloana	
Parsonii Juniper	Juniperus chinensis parsonii	Groundcover
Pittosporum	Pittosporum tobira	Many varieties
Pyracantha	Pyracantha	Espalier on walls or lattice.
Sago Palm	Cycas revoluta	Specimen Palm, medium growth
Silverthorn	Eleagnus pungens	Front line hedge
Viburnum	Several varieties	Needs protected sunny areas.

10. SPECIAL GUIDELINES FOR PLANTING SABAL PALMETTO (CABBAGE PALM)

Cabbage Palms will not be accepted unless the following guidelines are adhered to:

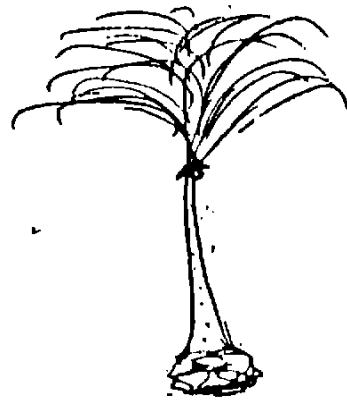
- a. Trees must have root balls 30" or larger in diameter (4' diameter is encouraged).
- b. Trees must be dug and planted in new location within ten (10) days of uprooting.
- c. Must have same or similar caliper throughout trunk from root ball to base of the trees' bud.

ACCEPTABLE



SIMILAR
CALIPER
THROUGHOUT

UNACCEPTABLE



- d. All sabal palms need extra water to survive. A bubbler head must be placed at the base of every tree to ensure its survival. Normal sprinklers used to water lawn and planting areas will not suffice and have to be augmented by the bubbler heads.
- e. Newly planted trees should remain with their fronds tied for at least three (3) months, and should be properly irrigated to assure survival.

11. ARCHITECTURAL GUIDELINES

a. Design Philosophy

The local climate, traditional regional building types, the requirements herein, and the location of Sound Hammock provide an opportunity for planning and design that are intended to result in a subdivision with architecturally pleasing homes and enhanced values. The following guidelines are intentionally unrestrictive to allow design flexibility and encourage creativity.

Several distinct elements characterize the style:

- Major roof slopes shall be no less than 6:12 and not more than 12:12.
- Refrain from flat roofs; only permissible where related to sun decks, widow walks, etc.
- Deep overhangs and eaves are encouraged.
- Covered porches are encouraged.
- Large wrap-around porch areas and/or deck areas are encouraged.

b. Sq. Ft. of Living Area Minimum Requirements

Waterfront Lots 21-35, Block "D" - single-dwelling-level home: 1,800 sq.ft.
two or more dwelling levels: 2,250 sq.ft.

Interior Lots with
Minimum 1,200 sq.ft. L/A
Block "A", Lots 1-14
Block "B", Lots 1-10
Block "C", Lots 1-12
Block "D", Lots 1-11
Block "E", Lots 3-8

Interior Lots with
Minimum 1,400 sq.ft. L/A
Block "D", Lots 12-20
Block "D", Lot 36
Block "E", Lots 1-2
Block "F", Lots 1-11

c. Footings. Exposed piles, if utilized, shall be encased with the same materials used on the exterior of the home. Pilings and structure are to be certified by an Architect or structural engineer registered in the State of Florida.

d. Exterior Wall Finishes It is the intent of these covenants to assure construction of homes with appealing architecture and durable finishing materials of relatively easy maintenance and lasting beauty.

Stucco, artificial stucco, brick, and stone are examples of approved exterior materials. Vinyl siding is approved as covering of wood surfaces of the eaves, fascia, cornices and gables.

Painted wood of horizontal lap siding is permitted but not encouraged because of the continual maintenance required.

Unpainted or unstained wood siding are not acceptable. Board and batten, texture 1-11 wood sheet siding and similar products are not approved as exterior materials.

Lawn trimmers can cause damage to the exterior walls of a home at the lot grade. Therefore it is recommended that homes be planned so that exterior finished walls (siding, stucco, etc.) not be closer to the finished lot grade than approximately eight inches (8") and that a border of approximately 12 inches which contains no grass or vegetation be left between the house and the sodded areas. It is recommended that the border area be covered with mulch, stones, etc.

e. Colors

The exterior finish of each residence may display a maximum of three colors or shades of color including the roof. The Architectural Review Board will carefully review color schemes, and retains the right to request color elevation drawings to aid in the review process.

Stark white (pure white) paint or siding material is discouraged and will probably not be

approved by the SHARB. If the siding material is an off-white color, stark white will be acceptable for window trim, as well as the bases, tops, bottoms and bands on columns, and bands between dwelling levels, etc. For siding, soft white (off-white) and pastel shades are encouraged, as well as natural brick and stone colors. Bright red common brick will not be approved.

Where colors are utilized for roofs, sidings, stairs, trim, etc., pastel and off-white shades are encouraged. Bright, strong colors are not encouraged. Dark roof colors such as gray, blue gray, blue, and brown will be acceptable subject to compatibility with the proposed siding and trim colors.

All wood trim shall be painted or vinyl clad.

f. Windows and Doors All windows, including skylights, shall be reviewed for overall appearance. Slightly tinted glass is allowed, but foil or reflective glazing is not acceptable. Doors should have detailing to include panels.

g. Entries, Porches, Balconies and Stairs

All street sides of homes should have a "front door", except those lots with unusual shape or orientation. In all cases, all homes must have architecturally pleasing appearances, front, sides, and rear of the homes.

Covered entries are encouraged.

Porches and balconies are encouraged.

All exterior stairs should be wood or concrete construction, and should employ intermediate landings. "Straight runs" should be avoided. Floor landings should be of adequate size and preferably covered. Stair handrails should be in character with porch or balcony handrail treatment.

All balconies should be accessible through operable doors.

h. Roofs

Roofing material shall be metal, i.e., (standing seam, batten seam, Bermuda shake "v" crimp,), concrete tile, terra cotta tile, glazed ceramic shingles or similar. Corrugated metal roof material is not permitted. A heavy grade of composition shingles, "Elk Prestige II", 245 lb., or similar, is permitted.

Metal roof finishes shall be as follows:

- Aluminum - Fluorocarbon coating over prime coat. (Equal to Kynar 500)
- Steel - Galvalume G90 with natural or painted finish. (Painted finish shall be equal to Kynar 500 coatings.)

Minor roof areas covering porches and balconies may have slopes reduced to 4:12 where consistent with design.

All roofing accessories including vent stacks and roof vents shall be painted to match roof color.

Roof overhangs and rakes are encouraged to be deep to provide sun control.

Roof structures such as cupolas and widow's walks are permitted; however, their proportions should be carefully considered and designed.

i. Garages

Each residential structure shall include a garage adequate to garage not less than two nor more than three full-sized American-made automobiles or vans, with 8' high garage doors where vans will be garaged.

Finished metal garage doors are allowed, but should have design and detail appropriate to the architectural design of the home.

Garage doors shall be kept closed when not in use.

j. Chimneys shall match the basic house finish, trim material or roofing metal and shall be approved by the Architectural Review Board. Chimneys must conform to overall building height restrictions.

k. Decks All wood decks shall be constructed of pressure-treated lumber or redwood. Handrails and guardrails with pickets shall be painted if made of wood. Wood decking may be left unfinished, but the use of a quality wood sealer is required in order to maintain the deck in a like-new appearance and condition.

l. Special Conditions

If any waterfront lot requires permitting from any regulatory agency, this agency should be contacted to identify requirements of this agency. Nothing within these guidelines shall override the agency's requirements or prevent the lot owner from obtaining the agency's approval for construction.

m. Painting Guidelines

Painting of wood siding and trim shall be specified to ensure high quality durable results. Specifications shall include instruction for treatment of knots and cracks. Specifications shall require priming of all unprimed materials delivered to job site. Priming shall include edges, faces, undersides and backsides. Priming shall include two coats where sanding is required between coats.

Painting specifications for wood siding and trim shall include a premium quality exterior grade paint formulated for wood applications. Two-coat applications minimum are required (over primed wood).

Paint specifications should include caulking and joint sealing with appropriate products.

12. REVIEW PROCEDURE

Plans and specifications shall be prepared by a registered architect or qualified residential designer. The use of standard or stock plans is discouraged.

a. Review Process:

Purpose: To verify construction plans and specifications are consistent with SHARB guidelines and establish record approval of proposed construction.

b. Submission, Review and Approval

Two sets of plans, including the following, shall be submitted to the SHARB for review. Complete sets of construction plans to scale and specifications, including as a minimum the following:

- 1) Site plan to scale indicating proposed building sizes and locations, proposed decks, storage areas, driveways, walkways, fences, garden walls and planting beds.
- 2) Floor plans to scale including computation of the square footage of each floor.
- 3) Elevation drawings to scale - all sides. Indicate finish floor elevations as well as exterior finishes and any treatment of building from grade to floor in elevated buildings (to scale).
- 4) Detailed drawings of typical wall section and other features desirable for clarification: cupolas, widow's walks, fences, screens, balcony railings, etc.
- 5) Material samples, color selections, specifications, and other items that will aid the SHARB in understanding the design.

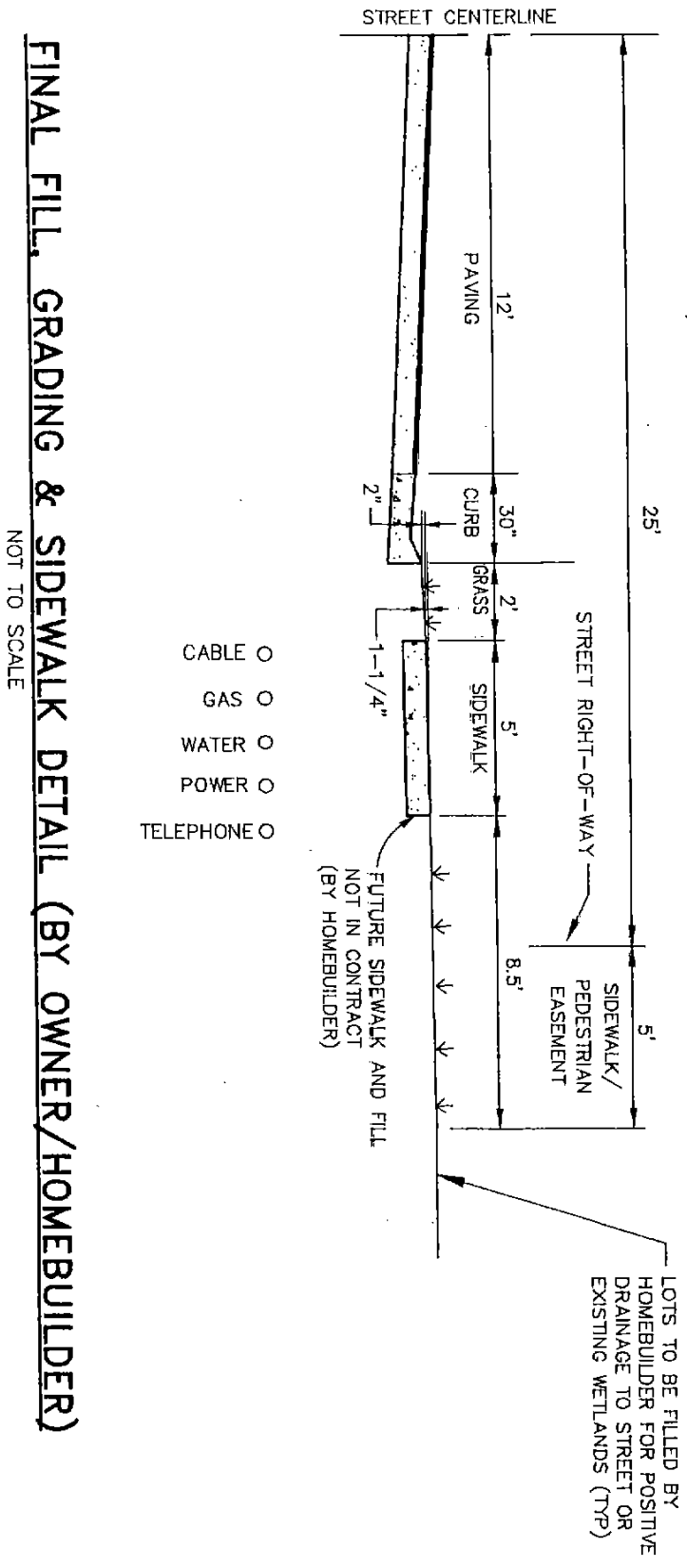
- 6) Landscape and irrigation plans to scale as detailed in landscape section.

It is not the responsibility of the SHARB to act as an architect or home designer. Creativity and diversity are encouraged.

Each lot owner is encouraged to become familiar with the exterior elevation designs, color selections, and materials already approved by the SHARB for those homes under construction and those about to commence construction, so as to achieve as much dissimilarity in appearance for each home to the greatest extent possible.

All factors will be considered by the SHARB including design, materials, detail, color and lot location. Similarity of design among homes will not be sufficient reason alone to deny approval of a home by the SHARB when all other factors are considered. Notwithstanding anything written herein, the SHARB will have final subjective judgment authority in approving plans and its judgment will be final.

SIDEWALK DETAIL DRAWING

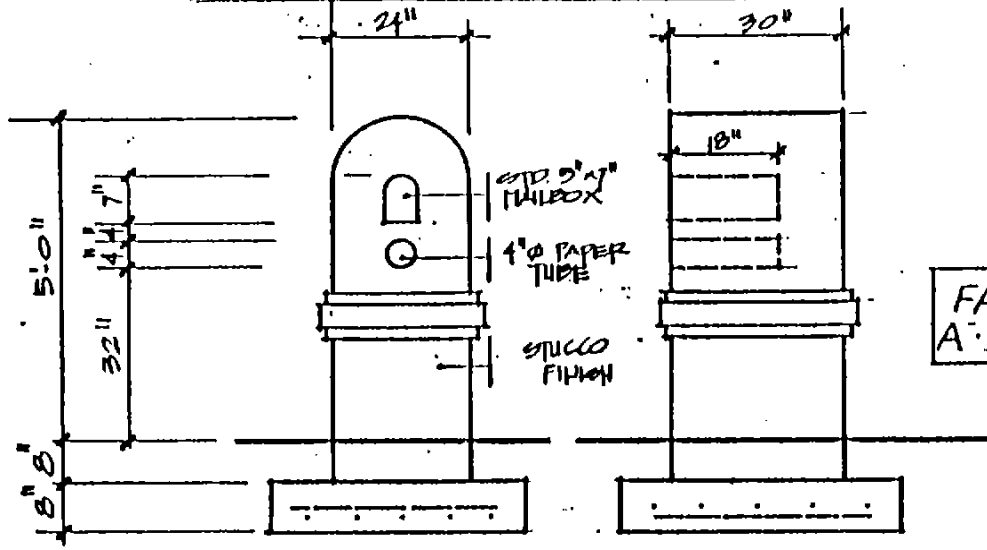


FINAL FILL, GRADING & SIDEWALK DETAIL (BY OWNER/HOMEBUILDER)

NOT TO SCALE

MAILBOX DESIGNS FOR SOUND HAMMOCK

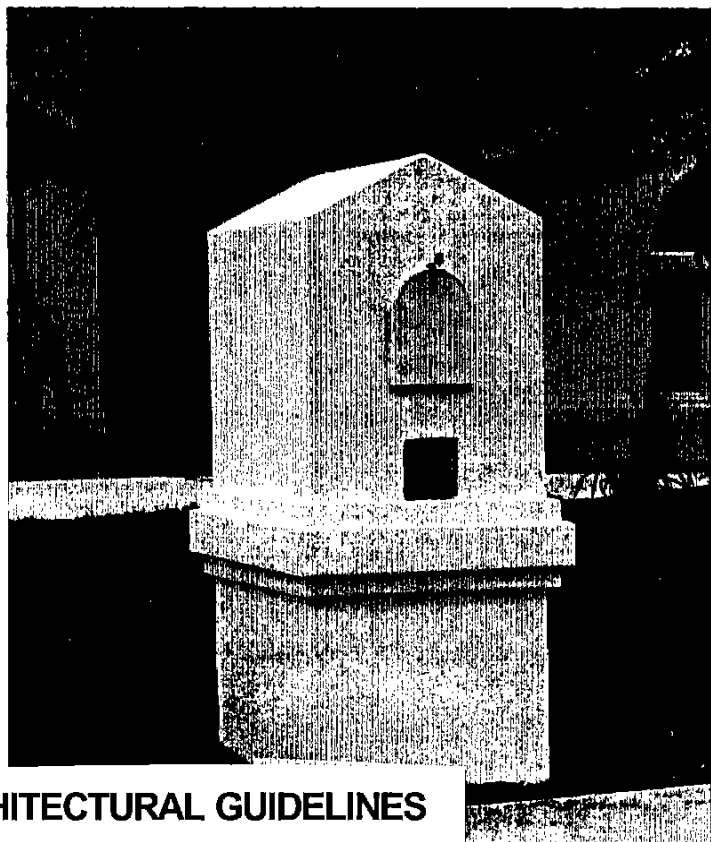
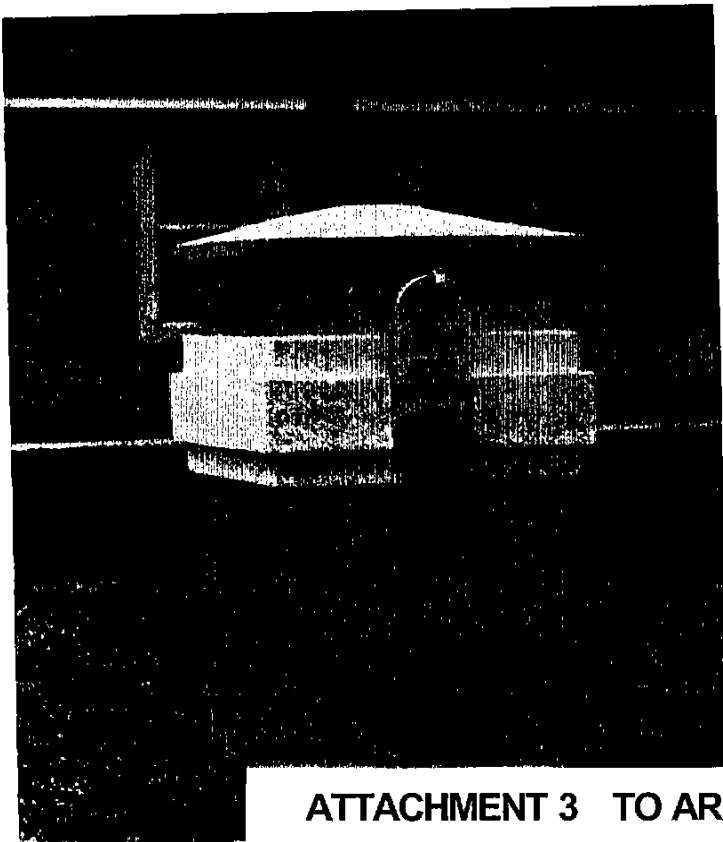
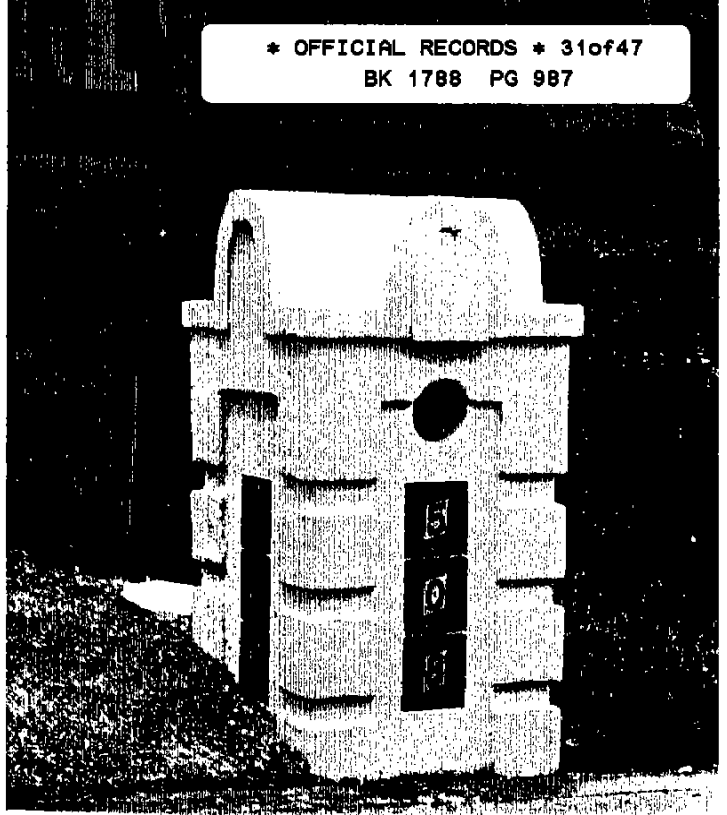
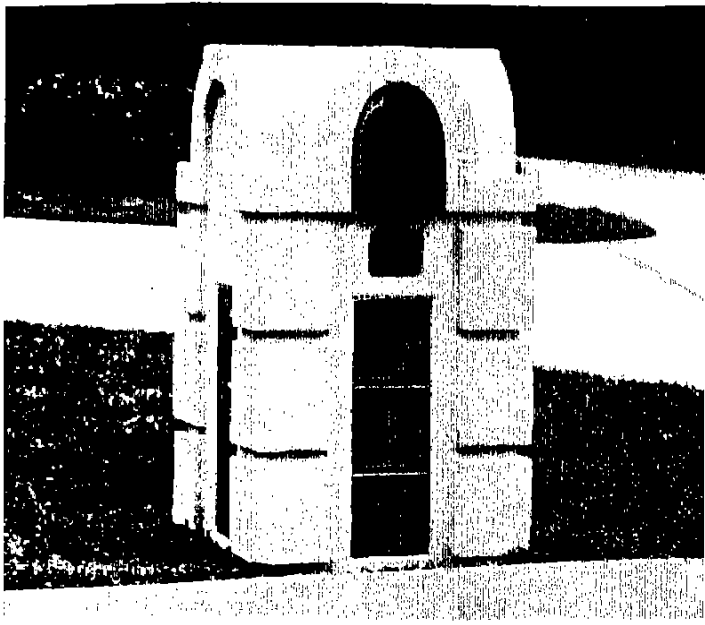
SCALE - 1/2" = 1'-0"



FACE OF MAIL BOX TO BE
A MAX. 18" FROM CURB

8"
STUCCO VERSION

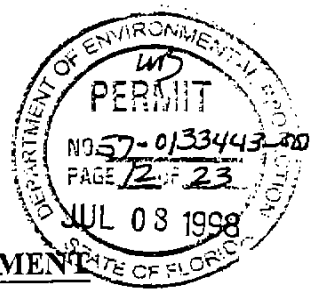
THESE VERSIONS ARE SUGGESTIVE ONLY—
OTHER DESIGNS OF APPROVED FINISHES/
COLORS MAY BE USED WITH DEVELOPERS
APPROVAL



Record \$39,50

EXHIBIT "C"

** OFFICIAL RECORDS **
BK 1707 PG 711



STATE OF FLORIDA

FILE# 9831377
RCD:AUG 11 1998 @ 9:39 AM

COUNTY OF SANTA ROSA

CONSERVATION EASEMENT

** OFFICIAL RECORDS **
BK 1710 PG 1587
FILE# 9834363
RCD:AUG 31 1998 @ 9:51 AM

* OFFICIAL RECORDS * 320f47
BK 1789 PG 988

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Protection Permit No. 57-0133443-001-DF to **SOUND HAMMOCK, INC.**, on June 15, 1998, **SOUND HAMMOCK, INC.**, a Florida corporation ("Grantor") has granted to the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, 160 Governmental Center, Pensacola, Florida 32501 ("Grantee"), a Conservation Easement accordance with Section 704.06, Florida Statutes, in and over the real property in Escambia County, Florida, as set forth in the legal description attached hereto as Exhibit "A," attached hereto and by this reference made a part hereof.

As used herein the term "Grantor" shall include any successor or assignee of the Grantor, and the term "Grantee" shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrological condition existing at the time of execution of the Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Protection Permit No. 57-0133443-001-DF, included but not limited to restoration, creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to the Conservation Easement:

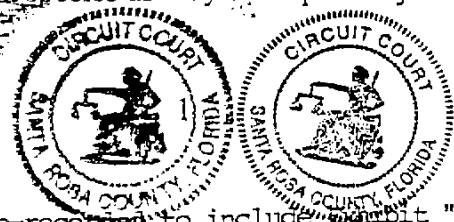
- (a) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground.
- (b) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, or unsightly or offensive materials.
- (c) Removal or destruction of trees, shrubs, or other vegetation, with exception of nuisance and exotic plant species as may be required by Grantee.

RECEIVED

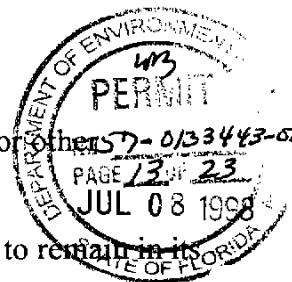
JUN 15 1998

Northwest Florida
DEP

Shell, Fleming, Davis & Minge
P.O. Box 1837
Pensacola, FL 32598



This instrument is being re-recorded to include exhibit "A" and the binder of Mortgagee, which were omitted from the first recorded document.



- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface.
- (e) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- (f) Activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
- (h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

It is understood that the granting of this Conservation easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability to the operation and maintenance to the lands subject to this Conservation Easement in the natural vegetative and hydrological condition existing at the time of execution, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and the Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and the Grantor consents that venue for such enforcement actions by Grantee shall lie exclusively in the Circuit Court in and for Escambia County, Florida. In any enforcement action in which Grantee prevails, Grantor shall bear the costs of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not

JUN 15 1998

Northwest Florida
DEP

** OFFICIAL RECORDS **
BK 1710 PG 1588
* OFFICIAL RECORDS * 330147
BK 1788 PG 989

be deemed or construed to be a waiver of the Grantee's rights thereunder in the event of any subsequent failure of the Grantor to comply.

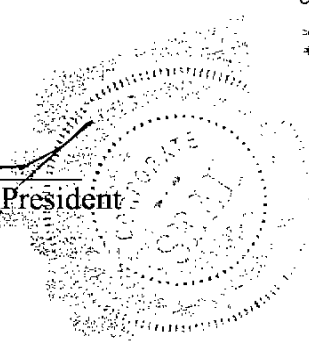
IN WITNESS WHEREOF, Grantor has hereto set Grantor's hand and seal on this 15th day of JUNE, 1998.

Signed, sealed and delivered
in the presence of:

Sound Hammock, Inc.

[Signature]
Witness: LATE E. THOMAS

By: [Signature]
Richard A. Lockwood, Vice President



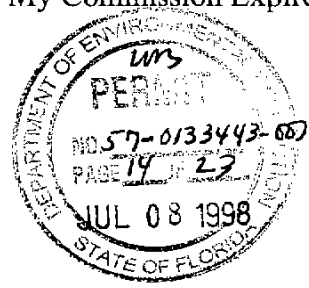
[Signature]
Witness: PAMELA J. HENRY

ACKNOWLEDGMENT

The foregoing instrument was acknowledgment before me this 15th day of June, 1998, by Richard A. Lockwood, Vice President of Sound Hammock, Inc., a Florida corporation, on behalf of said corporation, (X) who is personally known to me or () who produced a Florida Driver's License as identification.

(SEAL) Pamela J. Henry
Notary Public State of Florida
My comm. expires June 25, 1999
Comm. No. CC108793

[Signature]
Print Name: PAMELA J. HENRY
Notary Public - State of Florida
My Commission Expires: 6/25/99



Prepared by:
Stephen B. Shell of
Shell, Fleming, Davis & Menge
Post Office Box 1831
Pensacola, Florida 32598-1831
(850) 434-2411
SFD&M File No.: B1525-24016

REC'D
JUN 18 1998
Notary Public
DIP

STATE OF FLORIDA

COUNTY OF SANTA ROSA

JOINDER OF MORTGAGEE

KNOW ALL PERSONS BY THESE PRESENTS that First American Bank of Pensacola, N.A. ("Mortgagee"), the holder of that certain Mortgage dated May 1, 1998, recorded in Official Records Book 1687 at Page 552 of the public records of Santa Rosa County, Florida, in consideration of Ten Dollars (\$10.00) paid by does hereby agree and consent to the conditions and filing of the Conservation Easement entered into by Sound Hammock, Inc. to which this Joinder of Mortgagee is attached and made part thereof, and hereby acknowledges and agrees that the lien of said mortgage shall be subject to and inferior to said Conservation Easement.

EXECUTED at Pensacola, Florida on the date below written.

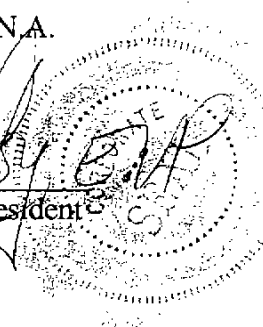
Signed, Sealed and Delivered
in the Presence of:

First American Bank of Pensacola, N.A.

1. *Aimee R. Cubbede*
Typed Name: Aimee R. Cubbede

By: *H. Cary McCoy*
H. Cary McCoy, Executive Vice President

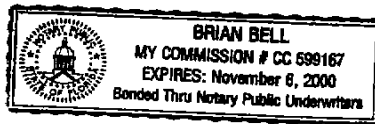
2. *Brian L. Bell*
Typed Name: Brian L. Bell



STATE OF FLORIDA

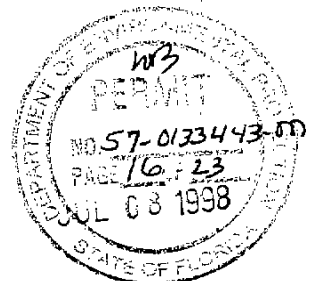
COUNTY OF ESCAMBIA

This document was acknowledged before me this 19th of June, 1998, by H. Cary McCoy, the Executive Vice President of First American Bank of Pensacola, N.A., who is personally known to me or who produced a Florida driver's license as identification.



Brian Bell
Notary Public-State Of Florida
My Commission Expires: Nov. 6, 2000

Prepared By:
Stephen B. Shell
Shell, Fleming, Davis & Menge
Post Office Box 1831
Pensacola, Florida 32598-1831
SFD&M File No: B1525-24016



PROFESSIONAL LAND SURVEYING & MAPPING

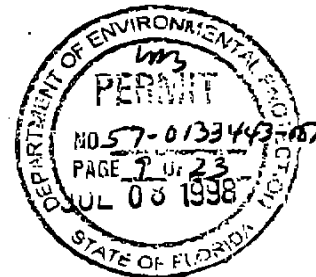
** OFFICIAL RECORDS **
BK 1710 PG 1591

Sound Hammock
Conservation Easement No.1
ANA Job No. P021.001
May 28, 1998

Conservation Easement No. 1

Lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida.

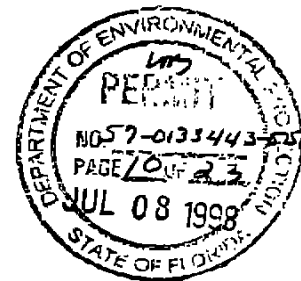
Commence at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 00 degrees 22 minutes 39 seconds 300.01 feet to the POINT OF BEGINNING of Conservation Easement No. 1. From said POINT OF BEGINNING continue South 00 degrees 22 minutes 39 seconds West 149.76 feet, thence North 89 degrees 35 minutes 16 seconds West 79.98 feet, thence South 78 degrees 23 minutes 12 seconds West 106.33 feet, thence South 43 degrees 05 minutes 02 seconds West 119.76 feet, thence South 20 degrees 45 minutes 46 seconds West 108.29 feet, thence South 00 degrees 13 minutes 45 seconds West 121.55 feet, thence North 70 degrees 49 minutes 15 seconds West 143.25 feet, thence North 89 degrees 38 minutes 01 seconds West 177.13 feet, thence South 00 degrees 21 minutes 59 seconds West 120.00 feet, thence North 88 degrees 51 minutes 43 seconds West 84.93 feet, thence North 00 degrees 22 minutes 10 seconds East 708.86 feet, thence North 89 degrees 37 minutes 59 seconds West 75.58 feet, thence North 00 degrees 22 minutes 01 seconds East 53.61 feet, thence North 04 degrees 46 minutes 15 seconds East 37.89 feet, thence North 02 degrees 04 minutes 14 seconds West 23.81 feet, thence North 16 degrees 30 minutes 20 seconds East 27.99 feet, thence South 89 degrees 58 minutes 25 seconds East 436.28 feet, thence South 00 degrees 22 minutes 39 seconds West 300.01 feet, thence South 89 degrees 58 minutes 25 seconds East 330.01 feet to the POINT OF BEGINNING.



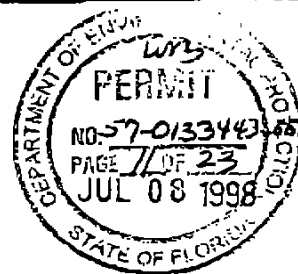
Sound Hammock
Conservation Easement No. 2
ANA Job No. P021.001
May 28, 1998

Conservation Easement No. 2
Lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida.

Commence at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 00 degrees 22 minutes 39 seconds 1198.73 feet to the POINT OF BEGINNING of Conservation Easement No. 2. From said POINT OF BEGINNING continue South 00 degrees 22 minutes 39 seconds West 168.85 feet, thence North 75 degrees 59 minutes 36 seconds West 114.96 feet, thence North 79 degrees 15 minutes 20 seconds West 73.39 feet, thence North 60 degrees 15 minutes 33 seconds West 69.20 feet, thence North 54 degrees 03 minutes 04 seconds West 46.19 feet, thence North 28 degrees 48 minutes 37 seconds West 33.60 feet, thence North 72 degrees 10 minutes 46 seconds West 130.34 feet, thence North 00 degrees 29 minutes 15 seconds East 31.79 feet, thence South 89 degrees 37 minutes 31 seconds East 124.90 feet, thence North 75 degrees 15 minutes 26 seconds East 72.62 feet, thence North 82 degrees 52 minutes 12 seconds East 115.63 feet, thence South 59 degrees 06 minutes 35 seconds East 130.96 feet to the POINT OF BEGINNING.



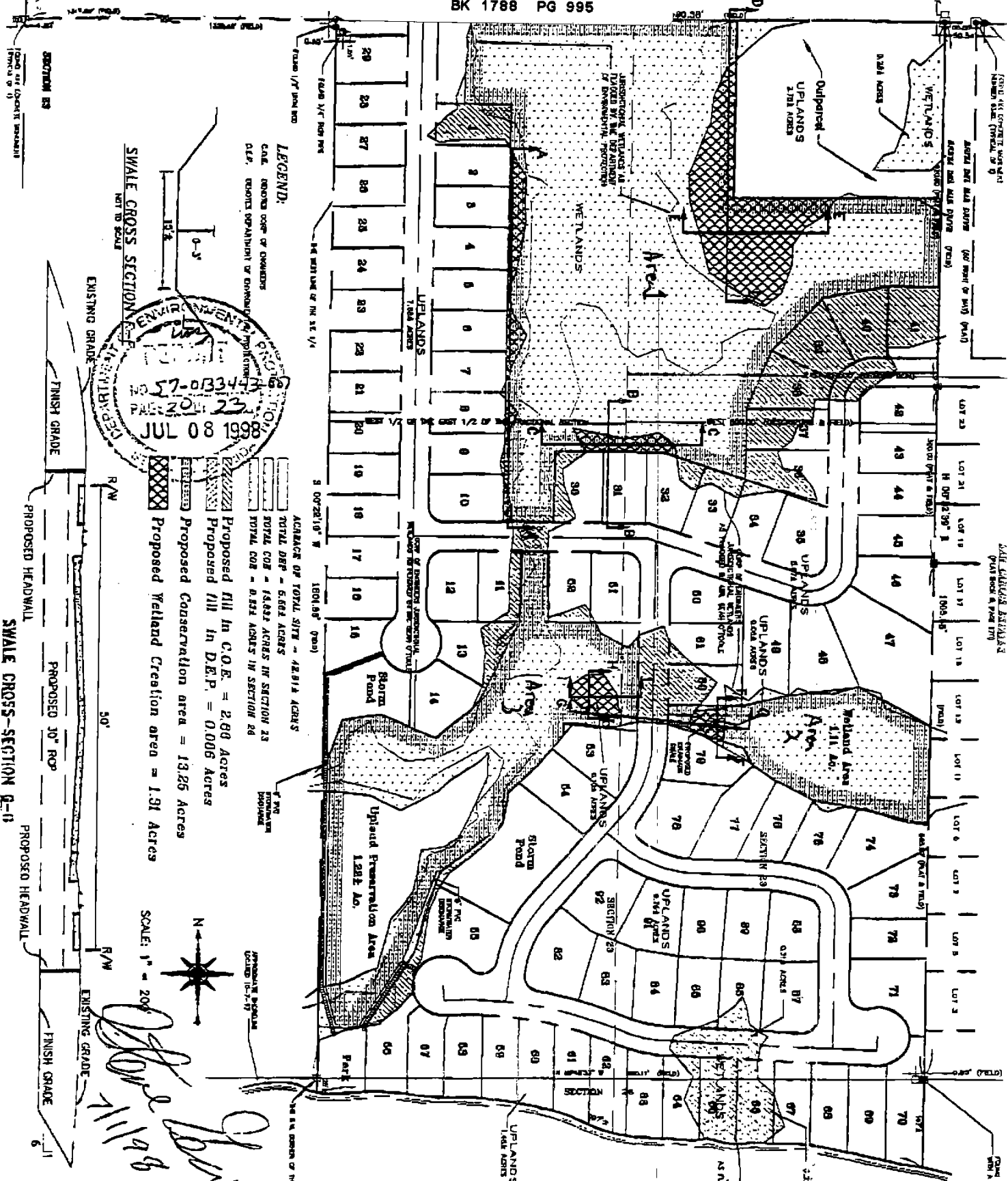
Soud Hammock
Conservation Easement No. 3
ANA Job No. P021.001
May 28, 1998



Conservation Easement No. 3

Lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida.

Commence at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 00 degrees 22 minutes 39 seconds 1367.58 feet thence North 75 degrees 59 minutes 36 seconds West 114.96 feet, thence North 60 degrees 15 minutes 33 seconds West 69.20 feet, thence North 54 degrees 03 minutes 04 seconds West 46.19 feet, thence North 28 degrees 48 minutes 37 seconds West 33.60 feet, thence North 72 degrees 10 minutes 46 seconds West 130.34 feet, thence North 86 degrees 46 minutes 27 seconds West 50.06 feet to the POINT OF BEGINNING of Conservation Easement No. 3. From said POINT OF BEGINNING run thence South 77 degrees 12 minutes 29 seconds West 43.94 feet, thence North 82 degrees 42 minutes 28 seconds West 61.74 feet, thence South 39 degrees 36 minutes 24 seconds West 2.64 feet, thence North 83 degrees 46 minutes 35 seconds West 14.26 feet, thence South 00 degrees 22 minutes 29 seconds West 18.89 feet, thence South 40 degrees 12 minutes 37 seconds West 30.08 feet, thence South 40 degrees 37 minutes 24 seconds West 40.01 feet, thence South 44 degrees 21 minutes 33 seconds West 66.05 feet, thence South 10 degrees 02 minutes 34 seconds West 53.00 feet, thence South 50 degrees 44 minutes 53 seconds West 127.18 feet, thence North 86 degrees 22 minutes 01 seconds West 5.08 feet, thence South 19 degrees 56 minutes 12 seconds West 160.88 feet, thence South 33 degrees 07 minutes 11 seconds West 130.86 feet, thence South 00 degrees 22 minutes 39 seconds West 5.66 feet, thence South 71 degrees 12 minutes 04 seconds West 4.55 feet, thence South 86 degrees 26 minutes 57 seconds West 20.18 feet, thence North 87 degrees 25 minutes 48 seconds West 16.64 feet, thence North 14 degrees 27 minutes 07 seconds West 71.37 feet, thence North 00 degrees 22 minutes 10 seconds East 401.50 feet, thence North 19 degrees 15 minutes 36 seconds East 58.71 feet, thence North 82 degrees 09 minutes 48 seconds East 67.40 feet, thence South 66 degrees 52 minutes 08 seconds East 98.88 feet, thence North 49 degrees 41 minutes 10 seconds East 74.00 feet, thence North 39 degrees 50 minutes 32 seconds East 17.81 feet, thence North 25 degrees 59 minutes 26 seconds East 150.17 feet, thence North 01 degrees 49 minutes 52 seconds East 120.34 feet, thence South 87 degrees 41 minutes 32 seconds East 41.83 feet, thence South 00 degrees 52 minutes 54 seconds East 118.59 feet, thence South 89 degrees 37 minutes 00 seconds East 79.22 feet, thence South 25 degrees 41 minutes 04 seconds East 18.51 feet, thence South 60 degrees 10 minutes 11 seconds East 52.40 feet, thence North 40 degrees 09 minutes 20 seconds East 26.51 feet, thence South 00 degrees 22 minutes 39 seconds West 146.83 feet to the POINT OF BEGINNING.



LEGEND:

- EXISTING GRADE
- FINISH GRADE
- PROPOSED HEADWALL
- SWALE CROSS-SECTION G-10

AGRICULTURE OF TOTAL SITE = 42,914 ACRES

TOTAL DEF = 5,662 ACRES

TOTAL COB = 14,822 ACRES IN SECTION 23

TOTAL COB = 8,824 ACRES IN SECTION 28

Proposed Fill in C.O.E. = 2,600 Acres

Proposed Fill in D.E.P. = 0,006 Acres

Proposed Conservation area = 13,226 Acres

Proposed Wetland Creation area = 1,312 Acres

SCALE: 1" = 200'

DATE: JUL 08 1998

NO. 57-0334

DATE: 07-20-98



Edmisten & Associa

11/19/98

37.50
Prepared by:
Stephen B. Shell of
Shell, Fleming, Davis & Menge
Post Office Box 1831
Pensacola, Florida 32598-1831
(850) 434-2411
SFD&M File No.: B1525-24016

FILE # 990024656
RCD: Jun 15 1999 @ 10:02AM

Mary M Johnson, Clerk Of Courts,
SANTA ROSA COUNTY

STATE OF FLORIDA

COUNTY OF SANTA ROSA

AMENDMENT TO
CONSERVATION EASEMENT

THIS AMENDMENT is made to that certain Conservation Easement made by SOUND HAMMOCK, INC. to the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION in accordance with Section 704.06, Florida Statutes, which Conservation Easement was recorded in Official Records Book 1707 at page 711, and re-recorded in Official Records Book 1710 at page 1587, all of the public records of Santa Rosa County, Florida. The said Conservation Easement is hereby amended as follows:

1. The real property subject to the Conservation Easement is more particularly set forth on and described in the three (3) Description Sketches prepared by Allen Nobles & Associates, Inc. which are attached hereto as Exhibit "A." These descriptions replace and supplant the legal descriptions originally recorded with the aforementioned Conservation Easement.
2. The State of Florida Department of Environmental Protection joins in this Amendment for the purpose of releasing, disclaiming and quitclaiming to Sound Hammock, Inc. those portions of the subject real property which were included in the original legal descriptions attached to the Conservation Easement as referenced above but not included in the amended legal descriptions attached hereto. The Conservation Easement as amended hereby shall henceforth encumber only the real property described on the attached Exhibit "A."
3. Except as amended hereby, the terms and conditions of the Conservation Easement are ratified and confirmed, and shall remain in full force and effect.

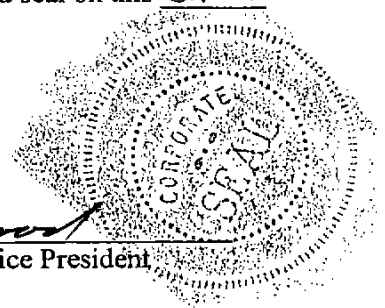
IN WITNESS WHEREOF, Grantor has hereto set Grantor's hand and seal on this 21st day of December, 1998.

Signed, sealed and delivered
in the presence of:

Sound Hammock, Inc.

Wendi Westmoreland
Witness: Wendi Westmoreland

By: Richard A. Lockwood
Richard A. Lockwood, Vice President



Jamela J. Henry
Witness: JAMELA J. HENRY

ACKNOWLEDGMENT


STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledgment before me this 21st day of December, 1998, by Richard A. Lockwood, Vice President of Sound Hammock, Inc., a Florida corporation, on behalf of said corporation, (✓) who is personally known to me or () who produced a Florida Driver's License as identification.

(SEAL)

Pamela J. Henry
Notary Public State of Florida
My comm. expires June 25, 1999
Comm. No. CC108763


Print Name: PAMELIA J. HENRY
Notary Public - State of Florida
My Commission Expires: 6/25/99

Signed, sealed and delivered
in the presence of:

State of Florida Department of
Environmental Protection

* OFFICIAL RECORDS * 42of47
BK 1788 PG 998

* OFFICIAL RECORDS * 3of8
BK 1763 PG 366

Barbara DeDeaux
Witness: BARBARA DEDEAUX

By: Bobby A. Cooley
Bobby A. Cooley
Director of District Management
Northwest District

Terry Wheat
Witness: Terry Wheat

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledgment before me this 11 day of JUNE,
1999, by Bobby A. Cooley, the District Director of the State Florida Department of
Environmental Protection, () who is personally known to me or () who produced a Florida Driver's
License as identification.

(SEAL)



Barbara A. Raghianti
Print Name: BARBARA A. RAGHIANTI
Notary Public - State of Florida
My Commission Expires: _____

JOINDER OF MORTGAGEE

KNOW ALL PERSONS BY THESE PRESENTS that First American Bank of Pensacola, N.A. ("Mortgagee"), the holder of that certain Mortgage dated May 1, 1998, recorded in Official Records Book 1687 at Page 552 of the public records of Santa Rosa County, Florida, in consideration of Ten Dollars (\$10.00) paid by does hereby agree and consent to the conditions and filing of this Amendment to Conservation Easement, and hereby acknowledges and agrees that the lien of said mortgage shall be subject to and inferior to said Conservation Easement as amended.

EXECUTED at Pensacola, Florida on the date below written.

Signed, Sealed and Delivered
in the Presence of:

First American Bank of Pensacola, N.A.

1. Melony D. Crawford
Typed Name: Melony D. Crawford

By: H. Cary McCoy
H. Cary McCoy, Executive Vice President

2. Cindy Gulsby
Typed Name: Cindy Gulsby

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This document was acknowledged before me this 2nd of December, 1998, by H. Cary McCoy, the Executive Vice President of First American Bank of Pensacola, N.A., who is personally known to me or who produced a Florida driver's license as identification.

Joanne M. Gregory
Notary Public-State Of Florida
My Commission Expires: 8-12-01





Allen Nobles & Associates, Inc.

TALLAHASSEE • CHIPLEY • DESTIN • PENSACOLA

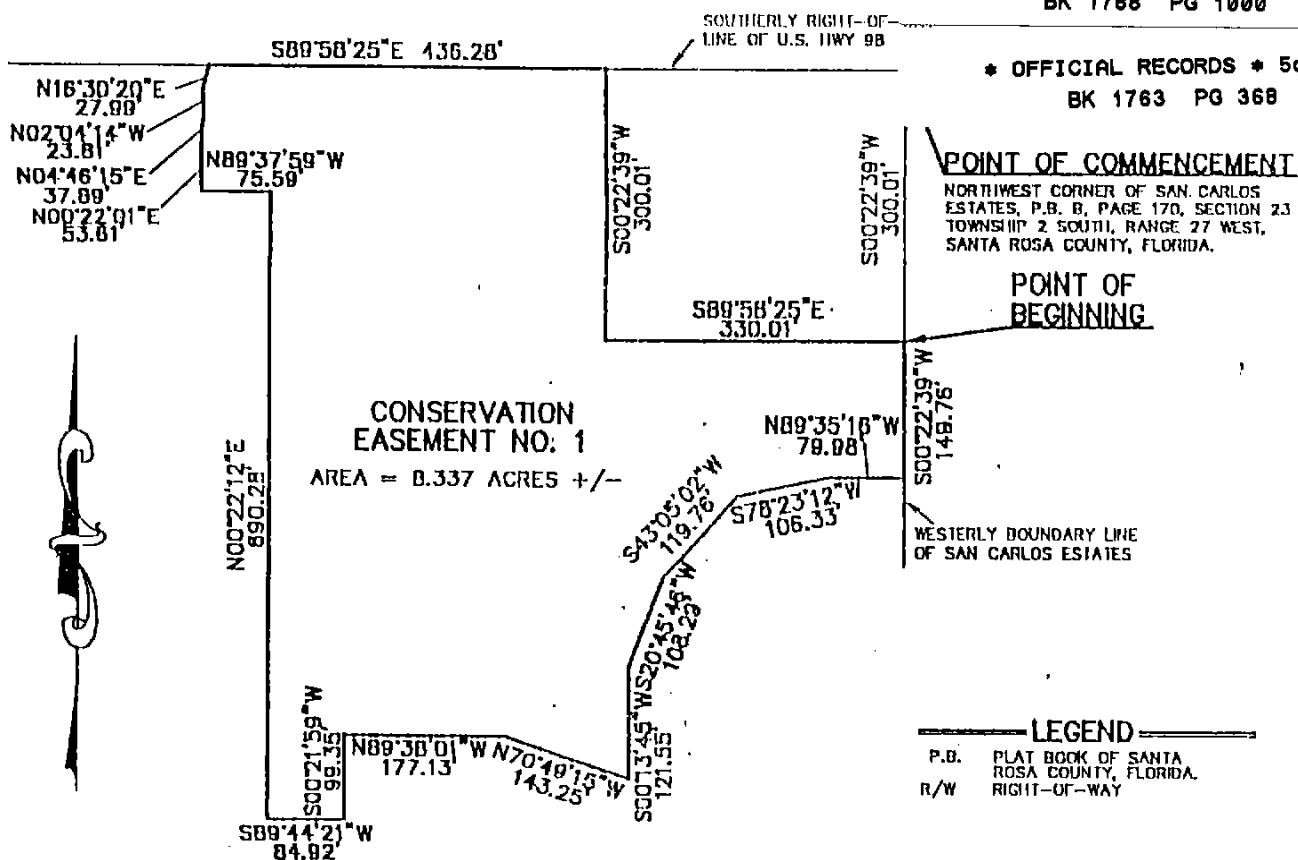
PROFESSIONAL
LAND SURVEYING
& MAPPING

LB# 3293

1400 VILLAGE SQUARE BLVD.
UNIT 3, SUITE 341
TALLAHASSEE, FLORIDA 32312
PH: 850-385-1179
FAX: 850-385-1236

* OFFICIAL RECORDS * 44of47
BK 1788 PG 1000

* OFFICIAL RECORDS * 5of8
BK 1763 PG 368



LEGEND

P.B. PLAT BOOK OF SANTA ROSA COUNTY, FLORIDA.
R/W RIGHT-OF-WAY

Conservation Easement No. 1

Lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida.

COMMENCE at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 00 degrees 22 minutes 39 seconds West along the westerly boundary line of said San Carlos Estates a distance of 300.01 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue South 00 degrees 22 minutes 39 seconds West along said westerly boundary line a distance of 149.76 feet; thence departing said westerly boundary line, run North 89 degrees 35 minutes 16 seconds West a distance of 79.98 feet; thence run South 78 degrees 23 minutes 12 seconds West a distance of 106.33 feet; thence run South 43 degrees 05 minutes 02 seconds West a distance of 119.76 feet; thence run South 20 degrees 45 minutes 46 seconds West a distance of 108.29 feet; thence run South 00 degrees 13 minutes 45 seconds West a distance of 121.55 feet; thence run North 70 degrees 49 minutes 15 seconds West a distance of 143.25 feet; thence run North 89 degrees 38 minutes 01 seconds West a distance of 177.13 feet; thence run South 00 degrees 21 minutes 59 seconds West a distance of 99.35 feet; thence run South 89 degrees 44 minutes 21 seconds West a distance of 84.92 feet; thence run North 00 degrees 22 minutes 12 seconds East a distance of 690.28 feet; thence run North 89 degrees 37 minutes 59 seconds West a distance of 75.59 feet; thence run North 00 degrees 22 minutes 01 seconds East a distance of 53.61 feet; thence run North 04 degrees 46 minutes 15 seconds East a distance of 37.89 feet; thence run North 02 degrees 04 minutes 14 seconds West a distance of 23.81 feet; thence run North 16 degrees 30 minutes 20 seconds East a distance of 27.99 feet to the southerly right-of-way line of U.S. Highway 98 (160 foot right-of-way); thence run South 89 degrees 58 minutes 25 seconds East along said southerly right-of-way line a distance of 436.28 feet; thence departing said southerly right-of-way line, run South 00 degrees 22 minutes 39 seconds West a distance of 300.01 feet; thence run South 89 degrees 58 minutes 25 seconds East a distance of 330.01 feet to the POINT OF BEGINNING. Contains 8.337 acres, more or less.

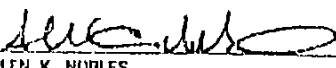
NOTE: THIS IS A DESCRIPTION SKETCH ONLY. THE SUBJECT PARCEL HAS NOT BEEN SURVEYED.

DESCRIPTION SKETCH

SOUND HAMMOCK
CONSERVATION EASEMENT NO. 1

SCALE: 1" = 200'	DRAWN: RLB	REVISION
FIELD DATE: N/A		
PROJECT NUMBER: P021-001	FILE: CONESM11	

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:  11/27/98
DATE

ALLEN K. NOBLES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 3562

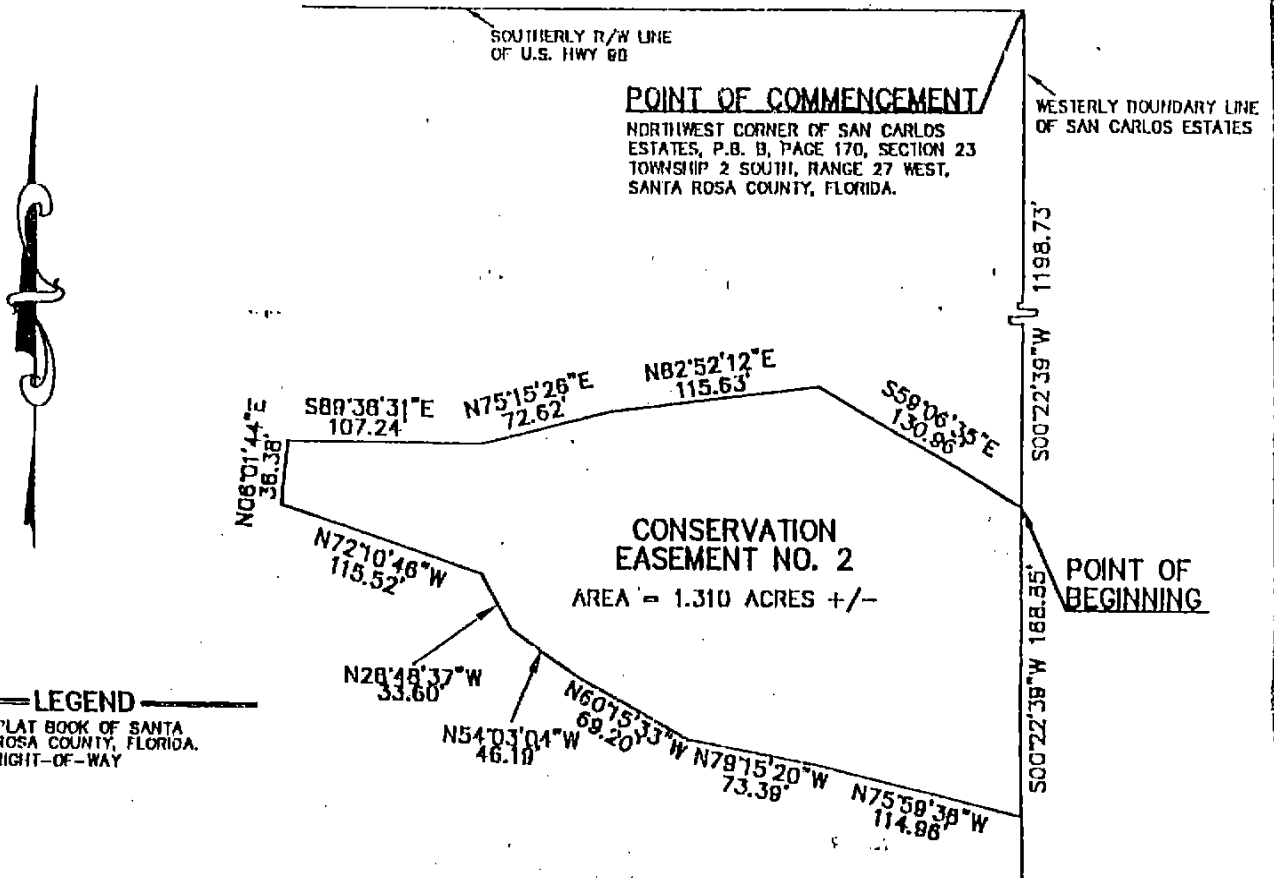
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& MAPPING
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PHONE: 850-305-1179
FAX: 850-305-1236

* OFFICIAL RECORDS * 45of47
BK 1788 PG 1001

* OFFICIAL RECORDS * 6of8
BK 1763 PG 369



LEGEND
P.B. PLAT BOOK OF SANTA ROSA COUNTY, FLORIDA.
R/W RIGHT-OF-WAY

Conservation Easement No. 2

Lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida. COMMENCE at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 00 degrees 22 minutes 39 seconds West along the westerly boundary line of said San Carlos Estates a distance of 1198.73 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue South 00 degrees 22 minutes 39 seconds West along said westerly boundary line a distance of 168.85 feet; thence departing said westerly boundary line, run North 75 degrees 59 minutes 36 seconds West a distance of 114.96 feet; thence run North 79 degrees 15 minutes 20 seconds West a distance of 73.39 feet; thence run North 60 degrees 15 minutes 33 seconds West a distance of 69.20 feet; thence run North 54 degrees 03 minutes 04 seconds West a distance of 46.19 feet; thence run North 28 degrees 48 minutes 37 seconds West a distance of 33.60 feet; thence run North 72 degrees 10 minutes 46 seconds West a distance of 115.52 feet; thence run North 06 degrees 01 minutes 44 seconds East a distance of 36.38 feet; thence run South 89 degrees 38 minutes 31 seconds East a distance of 107.24 feet; thence run North 75 degrees 15 minutes 26 seconds East a distance of 72.62 feet; thence run North 82 degrees 52 minutes 12 seconds East a distance of 115.63 feet; thence run South 59 degrees 06 minutes 35 seconds East a distance of 130.96 feet to the POINT OF BEGINNING. Contains 1.310 acres, more or less.

NOTE: THIS IS A DESCRIPTION SKETCH ONLY. THE SUBJECT PARCEL HAS NOT BEEN SURVEYED.

DESCRIPTION SKETCH
SOUND HAMMOCK
CONSERVATION EASEMENT NO. 2

SCALE: 1" = 100'	DRAWN: RLD	REVISION
FIELD DATE: N/A		
PROJECT NUMBER: P021-001	FILE: CONESMT2	

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

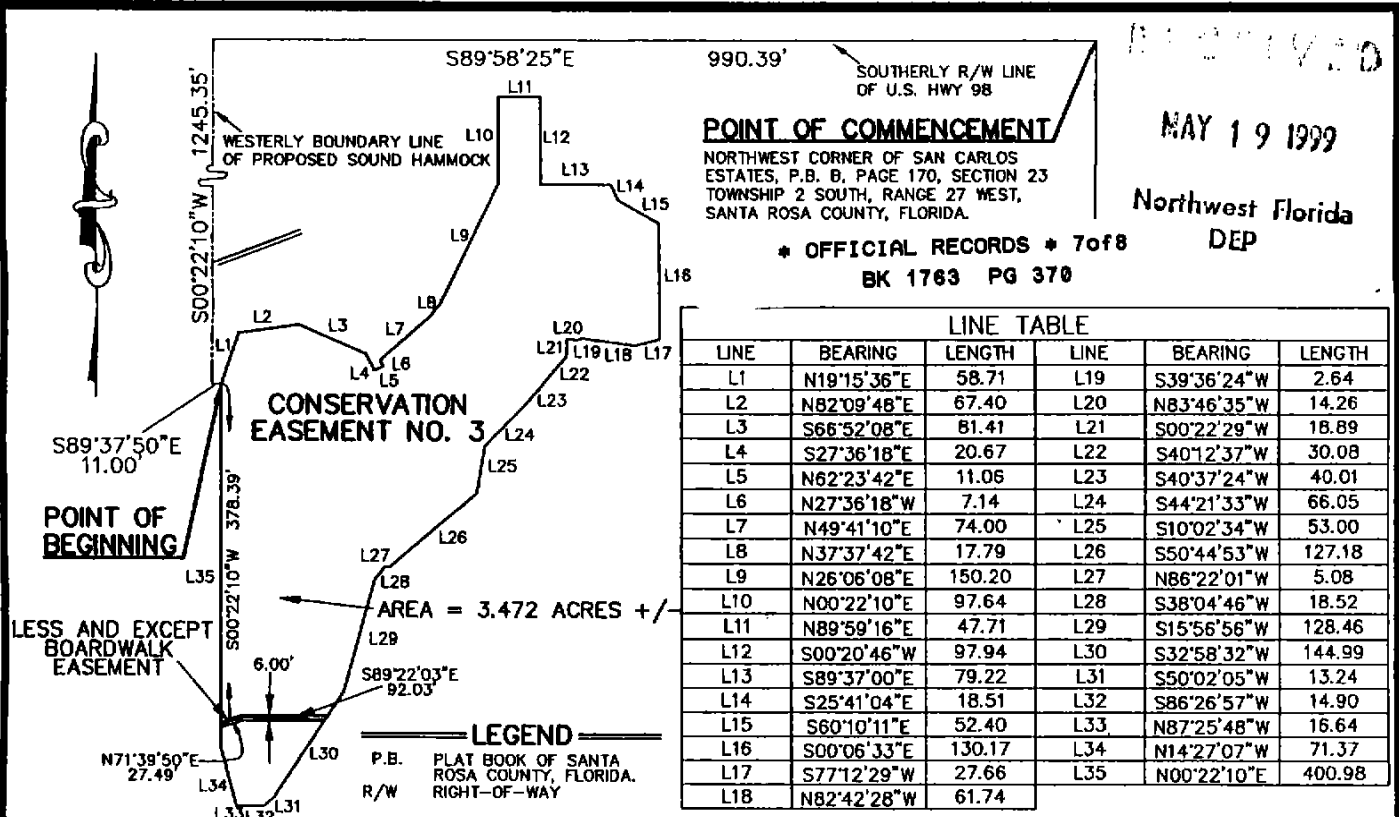
BY: *Allen K. Nobles* 11/27/98
ALLEN K. NOBLES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 3502 DATE

Allen Nobles & Associates, Inc.

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& MAPPING
LB# 3293

1400 VILLAGE SQUARE BLVD.
 UNIT 3, SUITE 341
 TALLAHASSEE, FLORIDA 32312
 PH: 850-385-1179
 FAX: 850-385-1236



POINT OF COMMENCEMENT

NORTHWEST CORNER OF SAN CARLOS ESTATES, P.B. B, PAGE 170, SECTION 23 TOWNSHIP 2 SOUTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

RECORDED
 MAY 19 1999
 Northwest Florida
 DEP

* OFFICIAL RECORDS * 7of8
 BK 1763 PG 370

LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N19°15'36"E	58.71	L19	S39°36'24"W	2.64
L2	N82°09'48"E	67.40	L20	N83°46'35"W	14.26
L3	S66°52'08"E	81.41	L21	S00°22'29"W	18.89
L4	S27°36'18"E	20.67	L22	S40°12'37"W	30.08
L5	N62°23'42"E	11.06	L23	S40°37'24"W	40.01
L6	N27°36'18"W	7.14	L24	S44°21'33"W	66.05
L7	N49°41'10"E	74.00	L25	S10°02'34"W	53.00
L8	N37°37'42"E	17.79	L26	S50°44'53"W	127.18
L9	N26°06'08"E	150.20	L27	N86°22'01"W	5.08
L10	N00°22'10"E	97.64	L28	S38°04'46"W	18.52
L11	N89°59'16"E	47.71	L29	S15°56'56"W	128.46
L12	S00°20'46"W	97.94	L30	S32°58'32"W	144.99
L13	S89°37'00"E	79.22	L31	S50°02'05"W	13.24
L14	S25°41'04"E	18.51	L32	S86°26'57"W	14.90
L15	S60°10'11"E	52.40	L33	N87°25'48"W	16.64
L16	S00°06'33"E	130.17	L34	N14°27'07"W	71.37
L17	S77°12'29"W	27.66	L35	N00°22'10"E	400.98
L18	N82°42'28"W	61.74			

Conservation Easement No. 3

Lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida. COMMENCE at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 89 degrees 58 minutes 25 seconds East along the southerly right-of-way line of said U.S. Highway 98 a distance of 990.39 feet to a point on the proposed westerly boundary line of a subdivision to be known as Sound Hammock; thence departing said southerly right-of-way line run South 00 degrees 22 minutes 10 seconds West along said proposed westerly boundary line a distance of 1245.35 feet; thence run at right angles South 89 degrees 37 minutes 50 seconds East a distance of 11.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 19 degrees 15 minutes 36 seconds East a distance of 58.71 feet; thence run North 82 degrees 09 minutes 48 seconds East a distance of 67.40 feet; thence run South 66 degrees 52 minutes 08 seconds East a distance of 81.41 feet; thence run South 27 degrees 36 minutes 18 seconds East a distance of 20.67 feet; thence run North 62 degrees 23 minutes 42 seconds East a distance of 11.06 feet; thence run North 27 degrees 36 minutes 18 seconds West a distance of 7.14 feet; thence run North 49 degrees 41 minutes 10 seconds East a distance of 74.00 feet; thence run North 37 degrees 37 minutes 42 seconds East a distance of 17.79 feet; thence run North 26 degrees 06 minutes 08 seconds East a distance of 150.20 feet; thence run North 00 degrees 22 minutes 10 seconds East a distance of 97.64 feet; thence run North 89 degrees 59 minutes 16 seconds East a distance of 47.71 feet; thence run South 00 degrees 20 minutes 46 seconds West a distance of 97.94 feet; thence run South 89 degrees 37 minutes 00 seconds East a distance of 79.22 feet; thence run South 25 degrees 41 minutes 04 seconds East a distance of 18.51 feet; thence run South 60 degrees 10 minutes 11 seconds East a distance of 52.40 feet; thence run South 00 degrees 06 minutes 33 seconds East a distance of 130.17 feet; thence run South 77 degrees 12 minutes 29 seconds West a distance of 27.66 feet; thence run North 82 degrees 42 minutes 28 seconds West a distance of 61.74 feet; thence run South 39 degrees 36 minutes 24 seconds West a distance of 2.64 feet; thence run North 83 degrees 46 minutes 35 seconds West a distance of 14.26 feet; thence run South 00 degrees 22 minutes 29 seconds West a distance of 18.89 feet; thence run South 40 degrees 12 minutes 37 seconds West a distance of 30.08 feet; thence run South 40 degrees 37 minutes 24 seconds West a distance of 40.01 feet; thence run South 44 degrees 21 minutes 33 seconds West a distance of 66.05 feet; thence run South 10 degrees 02 minutes 34 seconds West a distance of 53.00 feet; thence run South 50 degrees 44 minutes 53 seconds West a distance of 127.18 feet; thence run North 86 degrees 22 minutes 01 seconds West a distance of 5.08 feet; thence run South 38 degrees 04 minutes 46 seconds West a distance of 18.52 feet; thence run South 15 degrees 56 minutes 56 seconds West a distance of 128.46 feet; thence run South 32 degrees 58 minutes 32 seconds West a distance of 144.99 feet; thence run South 50 degrees 02 minutes 05 seconds West a distance of 13.24 feet; thence run South 86 degrees 26 minutes 57 seconds West a distance of 14.90 feet; thence run North 87 degrees 25 minutes 48 seconds West a distance of 16.64 feet; thence run North 14 degrees 27 minutes 07 seconds West a distance of 71.37 feet; thence run North 00 degrees 22 minutes 10 seconds East a distance of 400.98 feet to the POINT OF BEGINNING. Contains 3.472 acres, more or less.

LESS AND EXCEPT THE FOLLOWING BOARDWALK EASEMENT:

NOTE: THIS IS A DESCRIPTION SKETCH ONLY. THE SUBJECT PARCEL HAS NOT BEEN SURVEYED.

DESCRIPTION SKETCH
 SOUND HAMMOCK
 CONSERVATION EASEMENT NO. 3

SCALE: 1" = 200'	DRAWN: RLB	REVISION
FIELD DATE: N/A		5/7/99 ADD BOARDWALK
PROJECT NUMBER: P021-001	FILE: CONESMT3	

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: *Allen Nobles* 4/7/99
 ALLEN K. NOBLES
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. 3582

SHEET
 1
 OF
 2
 SHEETS

A N Allen Nobles & Associates, Inc.

TALLAHASSEE • CHIPLEY • DESTIN • PENSACOLA

* OFFICIAL RECORDS * 47of47
BK 1788 PG 1003

& MAPPING

LB# 3293

1400 VILLAGE SQUARE BLVD.
UNIT 3, SUITE 341
TALLAHASSEE, FLORIDA 32312
PH: 850-385-1179
FAX: 850-385-1236

* OFFICIAL RECORDS * 8of8
BK 1763 PG 371

Boardwalk Easment

A 6.00 foot wide boardwalk easment lying in Section 23 and Fractional Section 26, Township 2 South, Range 27 West, Santa Rosa County, Florida, being that part of Conservation Easment No. 3 lying 3.00 feet on either side of the following described centerline:

COMMENCE at a 4" x 4" concrete monument with a plain brass disk with punch hole at the Northwest corner of San Carlos Estates as shown on the plat thereof, as recorded in Plat Book B, page 170, of the Public Records of Santa Rosa County, Florida, said point also being the Northeast corner of the West 500 feet of the East 830 feet of that part of the West half of the Southeast Quarter of said Section 23 lying South of U.S. Highway 98 (160 foot right-of-way) and thence run South 89 degrees 58 minutes 25 seconds East along the southerly right-of-way line of said U.S. Highway 98 a distance of 990.39 feet to a point on the proposed westerly boundary line of a subdivision to be known as Sound Hammock; thence departing said southerly right-of-way line run South 00 degrees 22 minutes 10 seconds West along said proposed westerly boundary line a distance of 1245.35 feet; thence run at right angles South 89 degrees 37 minutes 50 seconds East a distance of 11.00 feet to a point on the westerly boundary line of Conservation Easment No. 3; thence run South 00 degrees 22 minutes 10 seconds West long said westerly boundary line a distance of 378.39 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING run North 71 degrees 39 minutes 50 seconds East a distance of 27.49 feet; thence run South 89 degrees 22 minutes 03 seconds East a distance of 92.03 feet to the westerly boundary line of said conservation easment. Contains 0.016 acres, more or less.

101708719
ALLEN NOBLES & ASSOCIATES, INC.
TALLAHASSEE, FLORIDA 32312

RECEIVED

MAY 19 1999

Northwest Florida
DEP

NOTE: THIS IS A DESCRIPTION SKETCH ONLY. THE SUBJECT PARCEL HAS NOT BEEN SURVEYED.

DESCRIPTION SKETCH
SOUND HAMMOCK
CONSERVATION EASEMENT NO. 3

SHEET
2
OF
2
SHEETS