

STATE OF FLORIDA

RESTRICTIVE COVENANTS

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That, WHEREAS, South Gulf Management, Inc. of Florida, a Texas corporation, is the owner of the following described real estate in Escambia County, Florida, to-wit:

All of South Gulf Manor Subdivision, Unit No. 4, according to plat recorded in Plat Book 10, Page 66, records of said County, and

Whereas, said owner of said property desires to encumber all of the said property with the restrictions set forth herein-after, to enhance the value of said property.

NOW, THEREFORE, in consideration of the premises and the benefits accruing to it there from, the undersigned, South Gulf Manor Homeowners Association, Inc. does hereby encumber the above described property and each and every lot included therein, with the following restrictions and conditions, and these covenants and conditions, as herein contained, shall run with the land and shall be binding on all parties and persons claiming under them until January 1, 2010, at which time the said covenants shall be automatically extended for successive periods of the (10) years unless by vote of the majority of the then owners of lots in said subdivision, it is agreed to change these covenants and restrictions in whole or in part. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and conditions herein contained, it shall be lawful for any other person or persons having any interest in or lien on any lot in the subdivision to sue to prevent such person or persons from violating said covenants or to recover damages or other dues by virtue of such violation; provided, no breach of said restrictions shall ever affect a reverter of title.

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

- A. All lots in the said tract shall be known and described as residential lots. No structure shall be erected, placed, altered or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two stories in height and an attached private garage for not more than 3 cars nor less than 2 cars.
- B. No building shall be erected placed, or altered on any building plot in the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to the topography and finished ground elevation, by an architectural control committee composed of the duly elected officers of South Gulf Management, Inc. of Florida, or by a representative designated by a majority of the members of said committee. In the event the said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it or , in any event, if no suit to enjoin the erection of said building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant is deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, the powers and duties of such committee and its designated representative shall cease on and after 2000. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon. A written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously

exercised by said committee.

- C. No building shall be located on any residential building plot which does not conform to the setback lines drawn on the recorded plat of South Gulf Manor, Unit 4. No building shall be located nearer than 5 feet to any side plot line, nor closer than 20 feet to the rear lot line.
- D. No residential structure shall be erected or placed on any building plot which has an area of less than 8,000 square feet or a width of less than 60 feet at the front building set-back line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or 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.
- F. No trailer, basement, tent, shack, garage, barn or other building erected on the tract shall, at any time, be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence, nor shall any of the above named structures be permitted to remain of the tract.
- G. The ground floor area of the main structure, exclusive of one-story open porches or garages, shall not be less than 1400 square feet per unit in the case of a one-story structure nor less than 850 square feet per unit in the case of a one and one-half or two-story structure.
- H. Fences and walls shall not extend further forward than 10 feet to the rear of the front building line of any dwelling in the subdivision. This restriction does not apply to any growing fence or hedge not in excess of 3 feet in height which may be grown forward of a line 10 feet to the rear and parallel to the front building line of any dwelling in the subdivision. Fences on corner lots shall not extend any closer to the street than the building line of the structure on that lot.
- I. No antenna or aerial shall be placed in front of any residence.
- J. Easements are shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- K. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any road. South Gulf Management, Inc. of Florida will take action necessary to obtain similar assurance from South Gulf Management, Inc.
- L. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- M. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located on the property so as not to be visible from the front of said property.
- N. No outside clothes lines visible from the street or other items detrimental to the appearance shall be permitted on any lot.

- O. 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 or his agent to advertise the property during the construction and sales period.**
- P. All laws of the State of Florida and of Escambia County, Florida, and all rules and regulations of their administrative agencies now and hereafter in effect with regard to sewage disposal, water supply and sanitation are incorporated herein and made a part hereof.**
- Q. If one lot and all or a portion of an adjacent lot are utilized for single family residential purposes, the setbacks required herein shall be measured from the boundary lines of the entire building plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single residential building plot, provided that no building shall contain fewer square feet than the smallest plotted lot within the subdivision nor have width, at the building setback line, of less than 60 feet.**
- R. All electric and telephone service lines and wiring for any building erected on a lot shall be underground.**
- S. Street light standards shall be installed by South Gulf Management, Inc. of Florida. It shall be the responsibility of the property owners, individually or collectively, to contract with the electric utility for street light service.**
- T. No trailer, mobile home, camper, house trailer, boat, boat trailer, motor home, truck, tractor or vehicle of any kind, machine, equipment or apparatus other than operating passenger automobiles shall be parked or stored in any driveway or on any lot except in a garage. Such vehicles may be parked or stored in the backyard provided the backyard is enclosed by a 6 foot, sight-proof privacy fence.**