

with interest, costs, and reasonable attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all lots as a common expense.

#### **ARTICLE V** **ARCHITECTURAL CONTROL**

Section 1. No building, fence, sign, wall, mailbox, sidewalks, boat houses, docks, piers, seawalls or other structures or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the Architectural Guidelines shall be approved in writing by the Architectural Control Committee, or the Architectural Review Representative, selected by a majority vote of the Architectural Control Committee. Detailed plans and specifications shall be submitted to the Architectural Control Committee, or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Architectural Control Committee, or the Architectural Review Representative, shall fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The initial members of the Architectural Control Committee shall be Bill Bentley, Dick Godfrey and Max L. Dickson who shall serve as the sole members of the Architectural Control Committee until December 31, 2001, or their earlier resignation, at which time successor members may be appointed by the Board of Directors of the Association, but in any event the aforementioned members shall continue to serve until their successors are appointed.

Any owner acquiring title to a lot in the subdivision from Declarant, or from a successor in title to Declarant, shall expect that the Architectural Control Committee will deny approval to a proposed building or other improvements if the location, type and style are not compatible with the existing use of homes in the subdivision, or that portion of the subdivision. IN ORDER TO MINIMIZE THE COST AND EXPENSE OF ARCHITECTS AND ENGINEERS ON PLANS WHICH ARE LATER DENIED BY THE ARCHITECTURAL CONTROL COMMITTEE, OWNERS OF LOTS IN THE SUBDIVISION ARE INVITED TO SUBMIT PRELIMINARY PLANS OR IDEAS FOR THEM TO THE ARCHITECTURAL CONTROL COMMITTEE SO OWNERS WILL INCUR THE LEAST EXPENSE POSSIBLE ON DESIGNS WHICH ARE FOUND TO BE UNACCEPTABLE BY THE ARCHITECTURAL CONTROL COMMITTEE.

Section 2. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, a majority of the Architectural Control Committee or the Architectural Review Representative may release the Lot, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The Architectural Control Committee, or the Architectural Review Representative, shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

**ARTICLE VI**  
**BUILDING SETBACK LINES, CONSTRUCTION RESTRICTIONS**  
**AND CONSTRUCTION REQUIREMENTS**

Section 1. Single Family Residence Purposes. No Lot in the Subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.

Section 2. Minimum Square Footage.

(a) Type 1 Lot: No one-story dwelling shall be erected on any Type 1 Lot having a living area (such defined as being heated and cooled) of less than 2,000 square feet.

(b) Type 2 Lot: No one-story dwelling shall be erected on any Type 2 Lot having a living area (such defined as being heated and cooled) of less than 1,700 square feet.

(c) Type 3 Lot: No one-story dwelling shall be erected on any Type 3 Lot having a living area (such defined as being heated and cooled) of less than 1,350 square feet.

(d) Type 4 Lot: No one-story dwelling shall be erected on any Type 4 Lot having a living area (such defined as being heated and cooled) of less than 1,000 square feet.

Lighthouse Pointe, Unit No. 1 contains only Type 1 and Type 2 Lots.

Section 3. Setback Lines. No residential structure shall be erected on any Lot in the Subdivision which does not conform to the setback lines, if any, drawn on the recorded Plat of Lighthouse Pointe, Unit No. 1 Subdivision, provided, however, in the event a portion of a Lot is added to another Lot, Declarant reserves the right for itself and

for the Association to re-establish the setback lines on each Lot by recording an instrument in the public records of the county reciting such new setback lines.

Section 4. Sidewalk Construction Requirements. The owner or owners of each Lot or building site in the subdivision shall construct at their expense a concrete sidewalk meeting all requirements of appropriate governmental entities along and adjacent to all lot lines of their lot or building site that abut a street as shown on the plat of the subdivision. Subject to and consistent with the requirements and approvals of the Santa Rosa County, the sidewalk is to be completely constructed within the street right-of-way area as shown on the plat but must abut the lot or site. The sidewalk must be constructed in accordance with plans and specifications to be approved by the Architectural Control Committee and Santa Rosa County in advance of the work. The Architectural Control Committee shall give each owner written notice as to the time when the construction of the sidewalk must be commenced and the time in which the work must be concluded. The notice is to be by certified mail, return receipt requested. If a lot owner does not commence and/or complete the construction of the sidewalk within the time limits set forth by the Architectural Control Committee or its representative or agent is authorized and directed to proceed with or complete the construction of the sidewalk and to bill the lot owner for the Committee's cost for the sidewalk work. In the event that the bill is not paid by the lot owner within 30 days from the date of mailing, by certified mail, return receipt requested, the Association may record a lien on the lot in accordance with the provisions of Article IV of this Declaration, and the Association may proceed with legal or equitable action, to enforce the lien and/or to recover the cost and shall also be entitled to recover such sums as the Court may adjudge to be reasonable fees for services of the Association's attorney, plus all court costs.

#### **ARTICLE VII GENERAL RESTRICTIONS**

Section 1. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any lot in said subdivision and no lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 2. No noxious or offensive trade or activity shall be carried on or maintained on any lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No mobile living facility or structure of a temporary character shall ever be used as a residence.

Section 4. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 5. All structures, improvements, yards, driveways, and landscaping must be diligently and properly maintained in a neat and sanitary condition so as to secure the aesthetics of the subdivision.

Section 6. 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. In no event shall more than two household pets be kept on any lot at any one time.

Section 7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; provided, however, MITCHELL HOMES or THE MITCHELL COMPANY may erect a sign not exceeding four feet in height by eight feet in width as to the dimensions of the sign on any lot which it owns.

Section 8. (a) General provisions: No fence or wall, other than on the fence and landscape easements shall be erected on the street frontage of any lot or in the area between the rear of the dwelling, on each side, and the front lot line unless an exception based on desirable architectural effect is obtained from the Architectural Control Committee or the Architectural Review Representative. No fence may be constructed on any lot until the design, location, height, materials used for construction, and color of the fence have been approved in writing by the Architectural Control Committee or the Architectural Review Representative based on aesthetics, harmony with existing structures, topography, integrity of construction, requirements for uninterrupted storm water drainage. Notwithstanding any of the foregoing provisions, none of the drainage or utility easements shown on the Plat may be fenced without the prior written approval of the Architectural Control Committee or the Architectural Review Representative due to the need for unrestricted drainage for storm water runoff and otherwise. However, in no event shall any chain link or wire fences be allowed on any lot in the subdivision other than around the holding pond as required by the subdivision regulations of Santa Rosa County, Florida.

(b) Waterfront Lots: No chain link fence shall be allowed and no fence shall be erected nearer to the front lot line of the Lot than the front line of the residential structure and any such fence shall be of wood or other decorative material, shall be in conformity with the architectural design of the residential structure, and shall not exceed six (6) feet in height. Growing hedges may be used as fence on the side or rear of the property, but shall not exceed six (6) feet in height. No fence may be constructed nearer the water than the waterfront setback line.

Section 9. Utility, drainage, or other easements shall not be fenced in any manner that will prohibit access and use. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 10. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each building lot to provide a continuous drainage pattern from lot to lot within the subdivision. These drainage patterns shall not be altered.

Section 11. No outside clothes lines visible from the street or adjacent property or other items detrimental to the appearance of the subdivision shall be permitted on any lot.

Section 12. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 13. No satellite dishes or satellite reception equipment shall be permitted in the subdivision except in a back yard, in which case it shall be screened in such a manner as not to be visible from adjacent lots or visible from the street.

Section 14. No boats, trailers, motor homes, campers, or other recreational vehicles shall be parked on any lot in the subdivision unless done in such a manner as to not be visible from the street.

Section 15. The size, design and placement of house numbering, exterior lighting, mailboxes, mailbox posts, and other such material shall be as selected and approved by the Architectural Committee and shall display continuity and conformity throughout. Exterior lighting as approved by the Architectural Committee and shall be required.

Section 16. No Lot shall be increased in size by filling in of the body of water, creek or the waterway on which it may abut.

Section 17. Certain portions of the Subdivision (and Future Phases) are subject to the jurisdiction of either the U. S. Army Corps of Engineers or the Florida Department of Environmental Protection, or both. No improvements of any nature may be constructed in such areas without proper approval from all state and Federal agencies having jurisdiction and otherwise such areas must remain in a natural, unaltered state.

Section 18. Additional Rules and Regulations for Parcel A, the Waterfront Park:

- (a) Cooking and fires shall be prohibited in Parcel A;
- (b) No cars or other vehicles may be operated or parked in Parcel A.
- (c) No boats or watercraft may be launched from Parcel A.

(d) No activities shall be conducted on Parcel A which shall constitute a nuisance to surrounding lot owners. Use of the park shall be prohibited after 9:00 p.m. without special permission from the Association.

(e) The Association shall have the right to impose additional rules and regulations for the use of Parcel A, which shall be binding upon and enforceable against all lot owners, their guests and invitees.

Section 19. Dock Use Restrictions: Each Owner, and their families, guests and invitees, shall use the dock at their own risk. No boats may be moored to the dock for any purposes whatsoever.

Section 20. Utility Easement Restriction: Except as reflected on the Plat, no additional utility easements shall be created over any Lot without the written consent of The Mitchell Company, Inc.

### **ARTICLE VIII GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a document signed by the then owners of two-thirds (2/3) of the lots agreeing to change these covenants in whole or in part, which has been recorded in the public records of Santa Rosa County, Florida.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Mortgaging of Common Areas. The Common Area, now existing or hereinafter included in these restrictions, cannot be mortgaged or conveyed by the

Association, or any other entity, without the consent of at least two-thirds (2/3) of lot owners (excluding the Declarant).

Section 6. Annexation. The Mitchell Company, Inc. may, in its sole discretion and without consent of any owner or the Association, at any time, and from time to time, annex, and bring under the jurisdiction of the Association, such additional property owned by The Mitchell Company, Inc. adjoining the property platted as Lighthouse Pointe, Unit No. 1, (which adjoining property is located in Sections 21 and 28, Township 2 South, Range 27 West, Santa Rosa County, Florida), as The Mitchell Company, Inc. shall in good faith determine. Such annexation shall be evidenced by an instrument recorded in the public records of Santa Rosa County, Florida, executed by The Mitchell Company, Inc., describing the real property to be annexed and any modifications and/or qualifications to this Declaration to be applied to such annexed property (including different use restrictions), all as determined by Declarant in its sole discretion. Following any such annexations, the owners of such annexed property shall thereupon and thereafter have such rights, privileges and benefits, including, but not limited to, the right to use the Common Areas in Unit No. 1 and in previously annexed phases and shall be subject to such responsibilities and obligations, all as set forth in such recorded annexation documents. Lot owners in Unit No. 1 and any annexed phase shall have the right to use the Common Areas in all annexed phases (which includes Unit No. 1, Unit 2 and Unit 3) and shall also be subject to such responsibilities and obligations as set forth in all recorded annexation documents. Any such annexation shall require HUD/VA approval as long as there is Class B membership, provided, however, such approval shall not be required if, once the adjoining property is annexed, it is subject to the provisions of the Declaration (as amended by such annexing document) and all property owners of such annexed property are members of the Association and subject to the provisions of the Association's Articles and Bylaws.

Section 7. Certain Lots are in areas requiring flood insurance. The Plat reflects the various flood zones in effect as of the date of the plat only. Owners shall be responsible for all determination of flood insurance requirements for any financing or otherwise and shall be responsible for determining whether or not such zone designation change from time to time and acknowledge Declarant has no responsibility therefor.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Lighthouse Pointe, Unit No. 1 Subdivision, this 4<sup>th</sup> day of September, 1996.

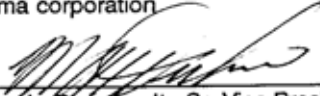
Signed, sealed and delivered  
in the presence of:

  
Print Name: John W. Monroe, Jr.

  
Print Name: Jani M. Brittain

DECLARANT:

THE MITCHELL COMPANY, INC., an  
Alabama corporation

By:   
Max L. Dickson, Its Sr. Vice-President

Linda S. Lewis  
Print Name: LINDA S. LEWIS  
Anna W. Jähren  
Print Name: ANNA W. JÄHREN

SOUTH SANTA ROSA PROPERTIES, INC., a  
Florida corporation  
By: [Signature]  
Name: John Baars Connell  
Its: \_\_\_\_\_ President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of  
September, 1996, by MAX L. DICKSON, Senior Vice-President of THE MITCHELL  
COMPANY, INC., an Alabama corporation, who is personally known to me.

Jani M. Brittain  
NOTARY PUBLIC



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of  
September, 1996, by John Baars Connell, as \_\_\_\_\_ President of  
SOUTH SANTA ROSA PROPERTIES, INC., a Florida corporation, who is personally  
known to me or who produced N/A as identification.

Linda S. Lewis  
NOTARY PUBLIC

LINDA S. LEWIS  
"Notary Public-State of Florida"  
My Commission Expires Dec. 7, 1997  
CC327430

This instrument prepared by:  
John W. Monroe, Jr., of  
EMMANUEL, SHEPPARD & CONDON  
30 South Spring Street  
Post Office Drawer 1271  
Pensacola, Florida 32596  
FAUSERSJMBM23968\DECL.CLN



EXHIBIT "A"\*\* OFFICIAL RECORDS \*\*  
BK 1581 PG 1269

COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP-2-SOUTH, RANGE-27-WEST, SANTA ROSA COUNTY, FLORIDA; THENCE SOUTH 00°09'49" WEST ALONG THE EAST LINE OF SAID SECTION 28 FOR 904.64 FEET TO THE POINT OF INTERSECTION WITH THE MEAN HIGH TIDE LINE OF SANTA ROSA SOUND AND THE POINT OF BEGINNING; THENCE NORTH 00°09'49" EAST ALONG THE EAST LINE OF SECTION 28 FOR 871.51 FEET; THENCE NORTH 89°50'11" WEST FOR 200.00 FEET; THENCE NORTH 00°09'49" EAST FOR 46.00 FEET; THENCE NORTH 89°50'11" WEST FOR 64.27 FEET; THENCE SOUTH 38°57'35" WEST FOR 136.82 FEET TO THE POINT OF INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 160.00 FEET; THENCE SOUTHEAST ALONG SAID CURVE FOR AN ARC DISTANCE OF 62.61 FEET ( DELTA = 22°25'13", CHORD = 62.61', CHORD BEARING = SOUTH 53°36'02" EAST); THENCE SOUTH 13°50'33" WEST FOR 169.93 FEET; THENCE NORTH 66°15'31" WEST FOR 70.03 FEET; THENCE SOUTH 21°35'15" WEST FOR 125.00 FEET; THENCE NORTH 68°24'45" WEST FOR 42.54 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT AND HAVING A RADIUS OF 50.00; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 69.06' (DELTA = 79°08'13", CHORD = 63.70', CHORD BEARING = SOUTH 72°01'09" WEST); THENCE NORTH 57°32'58" WEST FOR 200.00 FEET; THENCE SOUTH 32°27'02" WEST FOR 429.41 FEET; THENCE SOUTH 10°09'49" WEST FOR 257.42 FEET; THENCE SOUTH 70°09'49" WEST FOR 243.80 FEET; THENCE NORTH 80°40'20" WEST FOR 332.58 FEET; THENCE SOUTH 71°26'07" WEST FOR 586.52 FEET TO THE EAST LINE OF SMUGGLERS COVE SUBDIVISION; THENCE SOUTH 00°19'05" EAST ALONG SAID EAST LINE FOR 489.13 FEET TO THE MEAN HIGH WATER LINE OF SANTA ROSA SOUND; THENCE MEANDER EASTERLY, NORTHERLY, SOUTHERLY, WESTERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID MEAN HIGH WATER LINE TO THE POINT OF BEGINNING (DESCRIPTION HAVING A CLOSING LINE FROM THE EAST LINE OF SMUGGLERS COVE TO THE POINT OF BEGINNING OF NORTH 71°43'21" EAST FOR A DISTANCE OF 2215.69'). LESS AND EXCEPT THAT PORTION DEEMED AS STATE OWNERSHIP OF SOVEREIGN SUBMERGED LANDS.