

Harry Morrison  
Estelle Morrison his wife,  
B. K. Roberts  
Mary Roberts his wife,

INSTRUMENT RESTRICTIVE COVENANTS  
DATED January 7, 1975.  
CONSID.  
GRANTING

HABENDUM

WARRANTY  
WITNESSES Two, to each grantor.  
DATE ACKNOW. January 7, 1975.

BEFORE as recited.

FILED January 14, 1975.  
RECORDED

IN Official Records Volume 124, Pages 50-52.  
PUBLIC RECORDS OF FRANKLIN COUNTY

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Recites:

Know all men by these present that Harry Morrison and Estelle Morrison, his wife, and B. K. Roberts and Mary Roberts, his wife, pursuant to recorded plat of Alligator Harbor Unit No. 3, as recorded in Book 4, Page 16, of the Public Records in the office of the Clerk of the Circuit Court of Franklin County, Florida, with full power of disposition and sale as owners afore-said of the following described lands situated in Franklin County, Florida, to-wit:

Lots 5 through 114, inclusive, of Alligator Harbor, Unit No. 3, a subdivision located in Fractional Section 6, T7S: RLW, filed in Plat Book 4, Page 16, public records of Franklin County, Florida.

to hereby impose upon the said lands hereinabove described, the restrictive covenants hereinafter set forth against said lands and to run with the lands, to-wit:

1. Property shall be used for residential purposes only except as hereinafter provided.
  - (a). Construction of apartment buildings is permissible and shall be deemed to be for residential use and purposes.
  - (b). Rental of all residences, including apartments is permissible and shall be deemed to be for residential use and purposes.
  - (c). No business shall be erected and no business shall be operated without the written consent of Peninsular Point, Inc., a Florida corporation, or some agent designated and authorized by it in writing to do so.

(Continued)

2. Only 1 dwelling shall be erected on each lot.
3. No building shall be erected within 10 feet of the street right of way line facing each lot, or within 5 feet of the side lot lines. Where a residence is built on more than one lot, this restriction shall apply to the parcel as a whole.
4. No residence shall be constructed which shall be constructed which shall contain less than 500 square feet of floor space (excluding porches) except certain factory fabricated homes or components may contain less square footage if and when specifically approved in writing by an officer of Peninsular Point, Inc.
5. No residence or other building shall be constructed regardless of cost, except, unless or until a set of the proposed plans or specifications have been approved in writing, either by an officer of Peninsular Point, Inc., or a person designated by it or unanimously by a committee composed of the two nearest property owners on each side of the proposed structure.
6. Mobile homes, with or without wheels, are prohibited.
7. No homes or buildings will be permitted classified as shacks or would adversely affect the other adjoining property.
8. No sewage nor garbage shall be emptied or allowed to be emptied into the Gulf of Mexico or Alligator Bay, or into any canal or waterway bordering any lots in Unit 3, of Alligator Harbor, and the installation and use of approved septic tanks is mandatory (all outdoor toilets are prohibited).
9. (a) Where lots border on canals, the owner thereof is responsible for any repair of erosions or washouts between the edge of his lot and the canal.  
(b) Except as hereinafter provided, no part of the canals shall be obstructed in any manner and the canals must remain open and clear for the free passage of boats at all times, Provided However that the owner may construct walkways, docks or boat covers for a distance not greater than 15 feet from his property line towards the center of the canals.
10. The grantors herein specifically reserve the right to develop their remaining lands in Fractional Section 6, Township 7 South, Range 1 West, in any lawful manner, including the right to (1) construct basins by widening and deepening the canals; (2) arrange construction to improve boating navigation, and (3) deposit fill from such dredging on and over their own lands including their privately owned marshlands.
11. No use of the premises shall be maintained that amounts to a common-law nuisance in the community.
12. All grantees to real property in Unit 3 of Alligator Harbor, by accepting deeds to the same, do recommend, consent and agree to the proposed dredging of an offshore navigation channel, 50+ feet wide at the top, 590+ feet long, and 5+ feet below mean low tide into Alligator Harbor. It is understood that said proposed channel is designated to improve navigation

(Continued)

for boating purposes and would connect to an existing privately cut navigable canal system in said Unit 3; that said canal system is designated to run further north between Harbor Road on the east and Harbor Road on the West which roads are reflected on the plat of Unit 3 and would meet the proposed channel, thereby permitting the safe navigation of boats over and from the inland canals fronting the upland property in Unit 3 into the navigable waters of Alligator Harbor.

The purchaser, his, her or their heirs, successors and assigns, in ownership or possession and use, upon entering into possession under the terms of this deed, consent and agree to the strict enforcement of the foregoing restrictive covenants by injunction, in addition to any other remedies provided by law, and delay by any person or persons in seeking such redress shall not operate as a waiver of the complaining parties right to assert the same.

Prepared By: John S. Miller, Jr. Attorney at Law, Tallahassee, Florida.

*Dodd Title Company, Inc.*  
*Apalachicola, Florida*

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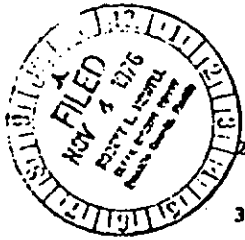
AMENDED  
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that HARRY MORRISON, B. K. ROBERTS and MARY ROBERTS, his wife, pursuant to recorded plat of Alligator Harbor Unit No. 3, as recorded in Book 4, Page 16 of the Public Records in the Office of the Clerk of Circuit Court of Franklin County, Florida, with full power of disposition and sale as owners aforesaid of the following described lands situated in Franklin County, Florida, to-wit:

All lots in Alligator Harbor, Unit No. 3, a subdivision located in Fractional Section 6, T7S, R1W, filed in Plat Book 4, Page 16, public records of Franklin County, Florida, excluding Lots 5, 6, 42, 44, 46, 48, 49, 50, 51, 63 64 and 65

do hereby impose upon the said lands hereinabove described, the restrictive covenants hereinafter set forth against said lands and to run with the lands, to-wit:

1. Property shall be used for residential purposes only except as hereinafter provided.
  - (a) Construction of apartment buildings is permissible and shall be deemed to be for residential use and purpose.
  - (b) Rental of all residences, including apartments is permissible and shall be deemed to be for residential use and purposes.
2. Only one (1) dwelling shall be erected on each lot.
3. No building shall be erected within ten (10) feet of the street right of way line facing each lot, or within five (5) feet of the side lot lines. Where a residence is built on more than one lot, this restriction shall apply to the parcel as a whole.
4. Mobile homes, with or without wheels, are prohibited.
5. No homes or buildings will be permitted classified as shacks or would adversely affect the other adjoining property.
6. No sewage nor garbage shall be emptied or allowed to be emptied into the Gulf of Mexico or Alligator Bay, or into any canal or waterway bordering any lots in Unit Three (3), of Alligator Harbor, and the installation and use of approved septic tanks is mandatory (all outdoor toilets are prohibited).
7. (a) Where lots border on canals, the owner thereof is responsible for any repair or erosions or washouts between the edge of his lot and the canal.
  - (b) Except as hereinafter provided, no part of the canals shall be obstructed in any manner and the canals must remain open and clear for the free



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passage of boats at all times, PROVIDED HOWEVER that the owner may construct walkways, docks or boat covers for a distance not greater than fifteen (15) feet from his property line towards the center of the canals.

8. The grantors herein specifically reserve the right to develop their remaining lands in Fractional Section 6, T7S, R1W, in any lawful manner, including the right to (1) construct basins by widening and deepening the canals; (2) arrange construction to improve boating navigation, and (3) deposit fill from such dredging on and over their own lands including their privately owned marshlands.
9. No use of the premises shall be maintained that amounts to a common-law nuisance in the community.
10. All grantees to real property in Unit 3 of Alligator Harbor, by accepting deeds to the same, do recommend, consent and agree to the proposed dredging of an offshore navigation channel, 50± feet wide at the top, 590± feet long, and 5± feet below mean low tide into Alligator Harbor. It is understood that said proposed channel is designed to improve navigation for boating purposes and would connect to an existing privately cut navigable canal system in said Unit 3; that said canal system is designed to run further north between Harbor Road on the east and Harbor Road on the west which roads are reflected on the plat of Unit 3 and would meet the proposed channel, thereby permitting the safe navigation of the boats over and from the inland canals fronting the upland property in Unit 3 into the navigable waters of Alligator Harbor.

The purchaser, his, her or their heirs, successors and assigns, in ownership or possession and use, upon entering into possession under the terms of this deed, consent and agree to the strict enforcement of the foregoing restrictive covenants by injunction, in addition to any other remedies provided by law, and delay by any person or persons in seeking such redress shall not operate as a waiver of the complaining parties rights to assert the same.

IN WITNESS WHEREOF, the covenantors have caused this restrictive covenant to be signed in their names, this 21 day of October, 1976.

Signed, sealed, and delivered in our presence:

Sarah L. Dockey  
Dell McDonald  
Marguerite D. Davis  
Louis P. Goodson  
Louis P. Goodson  
[Signature]

[Signature]  
 HARRY MORRISON  
[Signature]  
 B. K. ROBERTS  
[Signature]  
 MARY ROBERTS

STATE OF FLORIDA :  
COUNTY OF Leon : SS

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid, and in the county aforesaid to take acknowledgments, personally appeared HARRY MORRISON to me well known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 21 day of October, 1976.



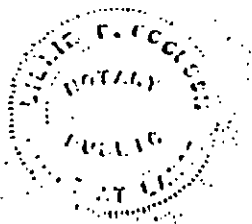
Dale McDonald  
NOTARY PUBLIC

My Commission expires: June 2, 1980

STATE OF FLORIDA  
COUNTY OF Leon :

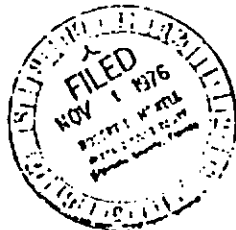
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid, and in the county aforesaid to take acknowledgments, personally appeared B. K. ROBERTS and MARY ROBERTS, his wife, both of whom are to me well known, and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 22 day of October, 1976.



Lillie P. Goddard  
NOTARY PUBLIC

My Commission expires: May 23, 1980



FILE NO. 45164