October 31, 1980

OR BOOK 529 PAGE 372

SANTA ROSA COUNTY, FLA.

Prepared by:
Garrett W. Walton, of
EMMANUEL, SHEPPARD & CONDON
Attorneys at Law
Pensacola, Florida

EXHIBIT "A"

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Article I

Definitions

Section 1. "Association" shall mean and refer to Tiger Point Village Homeowners Association, Inc., a corporation not for profit, its successors and assigns.

Section 2. "Lot" shall mean and refer only to those Lots designated as such on Exhibit "A" attached hereto and hereby made a part hereof as if set forth in full herein. The covenants, conditions, restrictions and other matters herein contained shall pertain to and affect only those Lots specified in the attached Exhibit "A" and shall not in any way, manner or fashion, pertain to or affect any other lots, blocks, parcels or other real property contained in or on the subdivision plats referred to on the aforesaid Exhibit "A."

Section 3. "Owner" shall mean and refer to the record owner, whether one or more person or entities of a fee simple title to any Lot which is listed on attached Exhibit "A" and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

Article II

Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Each Owner shall be entited to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

Article III

Architectural Control

No structure shall be erected, altered or placed on any Lot in the subdivision until the design, location, plans, specifications and plot plan showing the location of such structure have been approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by a majority vote of the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this article will be deemed to have been fully complied with.

Article IV

Use Restrictions

Section 1. All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered or placed or permitted to remain on any residential Lot other than one single family structure with a private garage attached to the main structure or a detached garage in conformity with architectural design of the residential structure for not more than three vehicles with a servant's room, tool room and/or laundry room attached to same. Any such permitted detached structure shall be set back so that the front thereof is no closer to the front street line than the front of the residential structure.

Section 2. All buildings erected or constructed on any Lot shall not exceed two and one-half stories in height and shall contain a minimum of 2000 square feet of floor area on a "waterfront" or "waterview" Lot, and 1700 square feet of floor area on all other Lots. For purposes of this restated Declaration, "waterfront" Lot shall mean and refer only to those Lots bordering for at least 70 feet on Santa Rosa Sound and "waterview" Lot shall mean and refer only to those Lots across the streets from a "waterfront" Lot. All structures shall be set back 20 feet from the front Lot line, 8 feet from each side Lot line and 30 feet from the rear Lot line, except that structures on corner Lots shall be set back 15 feet from each side street line. Waiver of any of the preceding

fixed setback requirements is hereby granted for unintentional violations which do not exceed 10% of the particular setback distance in question. Additional waivers of the preceding setback requirements for cul de sac and nonrectangular Lots may be granted by the Board of Directors of the Association, or its architectural committee. The terms of this section supercede any contrary setback requirements recited in any and all prior recorded plats containing any Lot.

Section 3. The minimum square foot area of proposed buildings and structures or additions and enlargements thereto shall be determined by multiplying the outside length and width dimensions of each story of the building or structure, except that garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 4. No outside antennas, poles, masts or towers (except commonly utilized housemounted television antennas) shall be erected on any Lot.

Section 5. All dwellings, yards, drives and landscaping must be maintained at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the subdivision, the Association and/or any appropriate governmental authority.

Section 6. Outside clothes lines or other items detrimental to the appearance of the subdivision shall not be permitted on any of the Lots except that a clothes line which is enclosed or camouflaged shall be permitted only to the rear of the back line of the residential structure.

Section 7. All garbage and trash containers, oil tanks and bottled gas tanks must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line.

Section 8. No trailer, house trailer, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence. No building that is unfinished on the exterior shall be occupied.

Section 9. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, recreational vehicles, trucks, vans and other such vehicles shall not be parked anywhere temporarily or permanently, except in garages, carports or otherwise enclosed or camouflaged to the rear of the back line of the residential structure so as not to be detrimental to the appearance of the property.

Section 10. Noxious or offensive activity shall not be carried on or upon this property nor shall anything be done thereon which may be or become an annoyance or nuisance to the Ownrs of other property covered by these restrictions.

Section 11. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats and other household pets may be kept provided that they are duly licensed, if applicable, and do not constitute a nuisance, and further provided, that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged.

Section 12. 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 6 feet in height. Growing hedges may be used as fences on the front, side or rear of the property but shall not exceed 6 feet in height.

Section 13. Residences shall be designed so that the rear as well as the front of each residence is attractive in appearance.

Section 14. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within 9 months.

Section 15. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than 6 square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period; provided, however, that until such time as all subdivision improvements have been completed in Tiger Point Village, Units 1 through 7, and substantially all Lots and property therein fully developed and improved, the developers of any unimproved Lots and property therein may construct and maintain larger signs advertising and/or promoting development and improvement plans provided such signs are neat and orderly in appearance, and maintained accordingly.

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. All Lots shall be conveyed as a whole except that three or more contiguous platted Lots may be resubdivided into an equal or lesser number of contiguous parcels provided that (a) the square foot area of each resubdivided parcel equals or exceeds the square foot area of the smallest platted Lot which was resubdivided, and (b) the Board of Directors of the Association or its designee shall approve the same.

Article V

Assessments

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment and (b) any special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot 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(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of any common area, real property owned by the Association or public property adjacent to or in the vicinity of the Lots.

Section 3. Annual Assessment. Until January 1, 1982, the maximum annual assessment shall be $10.00 per Lot.

(a) From and after January 1, 1983, the maximum annual assessment may be increased each year not more than 10% above the potential maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1982, the maximum annual assessment may be increased above 10% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any common area, real property owned by the Association or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this article shall be sent by United States Mail, postage prepaid, to all Owners (as of 5 days prior to date of mailing such notice) not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots except that the annual and special assessments for each unimproved Lot owned by an Owner who owns 25 or more Lots shall be equal to 25% of the uniform rate.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the Public Records of Santa Rosa County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed cerrificate signed by an officer of the Association stating what assessments are outstanding

against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any common area, facilities or real property owned by the Association or abandonment of his Lot.

Section 9. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article VI

General Provisions

Section 1. 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 imposed by the provision of this Declaration. Failure by the Association or by 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. If any court proceedings are required for the successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restrictions, covenant or lien.

Section 2. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of 40 years from the date this restated Declaration is recorded, unless amended by an instrument signed by 2/3 of the then Lot Owners. After the initial 40 year term, this restated Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then Lot Owners. Any such amendment must be recorded in the Public Records of Santa Rosa County, Florida.

Section 4. The Association shall not in any way or manner be held liable for failure to enforce the conditions, restrictions and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.

Section 5. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 6. This Restated Declaration of Covenants, Conditions and Restrictions supercedes and replaces in total that certain Declaration of Covenants, Conditions and Restrictions pertaining to numerous of the Lots described in Exhibit "A" and which were recorded by Tiger Point Village, Inc., as Declarant, in OR Book 450, page 350 of the Public Records of Santa Rosa County, Florida, and as were amended by instrument recorded in OR Book 460, page 188 of the Public Records of Santa Rosa County, Florida

October 31, 1980

EXHIBIT "A"

SANTA ROSA COUNTY, FLA.

Legal Description of Lots Referred to
in Restated Declaration of Covenants, Conditions and Restrictions

1. All lots in Tiger Point Village, Unit 1, less and except:
   a. Lots 12, 20 and 21 in Block "E" of said Unit 1; and
   b. Parcel A in Block "A" of said Unit 1.

2. All lots in Tiger Point Village, Unit 2, less and except:
   a. Lot 41 in Block "A" of said Unit 1.

3. All lots in Tiger Point Village, Unit 3, less and except:
   a. That portion of Block "P" which is not resubdivided into Unit 6 or 7.

4. All lots in Tiger Point Village, Unit 4, less and except:
   a. Lot 1 in Block "T" of said Unit 4; and
   b. Lot 5 in Block "S" of said Unit 4.

5. All lots in Tiger Point Village, Unit 5, less and except:
   a. Lot 88 in Block "A" of said Unit 5; and
   b. Lot 12 in Block "T" of said Unit 5.

6. All lots in Tiger Point Village, Unit 6.

7. Those certain parcels of real property described in plat of Unit 6 as Lots 2, 3 and 6 through 11, Block "A," but which said real property is specifically marked on said plat as "not included in plat." For purposes of this Restated Declaration of Covenants, Conditions and Restrictions the parcels of real property described in the preceding sentence shall be known as, and included in the definition of, the word Lots.

8. All lots in Tiger Point Village, Unit 7, less and except:
   a. Lots 12 and 13 in Block "F" of said Unit 7.

The plats of Tiger Point Village, Units 1, 2, 3, 4, 5, 6 and 7 are recorded in Plat Book "C," pages 8, 16, 26, 30, 48, 130 and 144, respectively, of the Public Records of Santa Rosa County, Florida.

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FILED
SANTA ROSA COUNTY
CLERK'S OFFICE
DEC 9 3 01 PM '80
CLERK CIRCUIT COURT
MILTON, FLA.

Office

P.O. Box 505
Jacksonville, FL 32201

EXHIBIT "B"

Veterans Administration

November 18, 1980

Tiger Point Village, Inc.
Attention: Mr. Robert Montgomery
Post Office Box 400
Gulf Breeze, Florida 32561

BOOK 529 PAGE 377
SANTA ROSA COUNTY, FLA.

Gentlemen:

I have reviewed the proposed changes to the Declaration of Covenants and Restrictions and find them to be acceptable.

Sincerely,

T. A. SMITH
Construction Analyst, Construction & Valuation Section

TIGER POINT VILLAGE UNIT #1 (PUD)
In Reply Refer To: Santa Rosa County
ASP 1231-J