

SHELL POINT HARBOR
A RESIDENTIAL SUBDIVISION

DECLARATION OF RESTRICTIVE COVENANTS

State of Florida
County of Wakulla

KNOW ALL MEN BY THESE PRESENTS:

That MOBILE HOME INDUSTRIES, INC., a Florida corporation, hereinafter called the Developer, is the owner of SHELL POINT HARBOR, a subdivision of lands South of Lot 121 of the Hartsfield Survey, Township 5 South, Range 1 East, Wakulla County, Florida, in accordance with the plat thereof recorded in Plat Book 2, Page 24, Public Records of Wakulla County, Florida, and

WHEREAS, the Developer, in order to assure that there is a harmonious and continuous plan and development for said SHELL POINT HARBOR and further to assure that all lots and blocks which it may own in the said subdivision will be governed by a single and uniform plan, which plan will be binding upon its successors, assigns and legal representatives, does hereby place certain Covenants and Restrictions upon the said lands, which Covenants and Restrictions shall limit the use of each and all of the said lots as shown on the plat of SHELL POINT HARBOR, and

WHEREAS, the Developer desires to make the said lots, as shown on the said plat, subject to the Covenants and Restrictions hereinafter stated, and to make the said Covenants and Restrictions run with the land,

NOW, THEREFORE, in consideration of the above, the Developer, for itself and its successors, legal representatives and assigns, hereby restricts the use of the aforesaid lots and does hereby place upon the said land, as described aforesaid, the following Covenants and Restrictions:

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1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached single-family cottage not to exceed two (2) stories in height.
All homes shall be new construction. Any factory built homes shall have wood type exterior siding, minimum twelve (12) inch eaves and shingle roof. All homes shall have at least the minimum living area of floor space at an elevation of six (6) feet above ground level.

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The vacant land south of lots 2, 4, 6, 8, 10 & 12 shall not be subject to these Covenants. The Developer or any future owner retains an Easement on the common properties, as shown on the recorded plat, for access to this vacant land. Further, the Developer retains the right to subdivide this land into up to six lots, and include the lots as part of SHELL POINT HARBOR. If this is done, the lots would be subject to the same Covenants as SHELL POINT HARBOR.

2. Architectural Control: No building or other structure shall be commenced, erected or be permitted to remain upon a lot, nor shall any exterior addition to or change or alteration therein be made to an existing building or structure until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee composed of one (1) representative of the Developer, one (1) representative of the real estate agency authorized to sell the subdivision lots and one property owner, other than the Developer, of a lot(s) within the Development. Approval or disapproval by 2/3 majority of the Architectural Committee of building plans and specifications shall be in writing within thirty (30) days after the plans and specifications have been submitted to the Committee or such plans shall be considered approved subject to all other Covenants. The Architectural Control Committee also must approve all docks, prior to their construction.
3. Home Size: The minimum floor space shall be 1200 square feet, heated area, of the main structure, exclusive of open porches, carport, garage, etc., erected, altered, placed on any lot.
4. Home Location: No building, including porches and carports, shall be located on any lot nearer than twenty (20) feet to the street lot line or twenty-five (25) feet to the canal frontage lot line. No building shall be located nearer than fifteen (15) feet to a side lot line. No driveway shall be nearer than five (5) feet to an interior (side) lot line, other than the installation of a common driveway.
5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these Easements, no structure or other material shall be placed or permitted, except a paved driveway, to remain which may damage or interfere with the installation and

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maintenance of utilities, or which may change the direction or flow of drainage channels in the Easements, or which may obstruct or retard the flow of water through drainage channels in the Easements. 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.

Each lot owner shall have an Easement for the use and enjoyment of all common properties as shown on the recorded plat.

6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. Temporary Structures: No structure of temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No detached storage or utility buildings are permitted except for these structures used exclusively in connection with construction of a home. Such usage must be temporary and approved by the Architectural Control Committee for a specified duration.
8. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period.
9. Livestock and Poultry: No animals, livestock, or poultry or 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. Dogs, cats, or other household pets shall not be permitted to roam free in SHELL POINT HARBOR and be a nuisance.
10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in closed sanitary containers. No waste of any kind shall be dumped, drained or put into the canals in the subdivision.
11. Utility Connections and Television Antennas: All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, and telephone shall be run underground from the proper connecting points to the dwelling structure. Radio or television antenna installations shall be a maximum height of twenty-five (25) feet above the dwelling roof elevation, not to exceed a maximum of fifty (50) feet above ground level of any lot.

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12. All boat docks or piers to be constructed or placed in the canal in front of any lot shall protrude, including the boat tied up to the dock, into no more than one third of the canal channel at mean low water. Written approval by the Architectural Committee must be obtained for all dock construction plans.
13. No person(s) shall live aboard any boat moored in the canals adjacent to any lot within this development.
14. Architectural Control Committee: Membership. The Architectural Control Committee is composed of William T. Gaupin, Richard L. Phagan and E. D. Wilkinson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

Procedure. The committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

15. Enforcement: Enforcement of these Covenants and Restrictions shall be by the property owners association or any owner of a lot at SHELL POINT HARBOR by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restrictions, either to restrain violation or to recover damages. The failure by the property owners association or any property owner at SHELL POINT HARBOR to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
16. Maintenance of Access Street and Gate - Easement: It is understood and agreed that each lot owner including the Developer will be responsible for their pro-rate share of the expenses incurred for the maintenance of the paved road to all lots used for ingress and egress and the entrance gate. Such maintenance shall commence one (1) year after the placement of the paving by the Developer.

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17. Non-payment of Maintenance Expenses: Should a lot owner not pay his share of maintenance expense within thirty (30) days following the date of the invoice to him for his share of the maintenance expense, a mortgage lien against such lot owner may be recorded against the property. The mortgage lien will carry a ten (10) per cent annual interest rate and should the defaulting lot owner not promptly repay the lien, the mortgage lien holder may elect to take legal action as appropriate against the lot owner.
18. Where lots border on or contain ditches, drainage canals, and swales, the owner of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot owner. Maintenance of the primary surface water drainage swales draining from the street to the canal shall be the responsibility of the homeowners association if one is formed; otherwise maintenance shall be the responsibility of the lot owner.
19. No major mechanical or repair work shall be performed on any motor vehicle within the subdivision. No inoperative motor vehicle shall be stored at SHELL POINT HARBOR.
20. Exterior Maintenance: The lot owner shall provide exterior maintenance on home(s) and lot(s) to keep their property in an attractive condition comparable to other property in the area.
21. Term: These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 2/3 of the owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

For the purposes of voting to amend these Covenants there shall be one vote per lot including any lots owned by the Developer. However, any amendment shall not make the Developer or lots owned by it subject to the rules, regulations, & assessments of the Homeowner's Association unless the Developer gives written consent to same.
22. After ten (10) or more lots have been sold, then by a majority vote of the lot owners, excluding the Developer, a property owners association shall be established as set forth below.

If the Homeowner's Association is established, said association shall take title to the common properties as designated on the recorded plat, and shall provide for reasonable care and upkeep of the common properties. Common properties shall be sold to the association by the Developer for a total cost of one (\$1.00) dollar.

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Said association shall have the powers reasonably necessary to enforce and implement its duty of care, maintenance, and upkeep of said common properties. Said association shall have the right to make assessments, provide rules for payment of assessments, and seek enforcement of assessments by way of liens, injunction, or other equitable proceeding, or a suit for damages.

In the event of a vote in favor of a property owners association, all lot owners, excluding the Developer, shall become members of the association and subject to all rules, regulations and assessments of the association. However, lot owners without a house on their lot shall not be subject to any assessments or dues except for their prorata share of maintenance of the street and gate. After formation of the Homeowner's Association, all lots sold by the Developer in the future shall become members of the association immediately upon transfer of title from the Developer. In addition, all lots, excluding those owned by the Developer, even though said lots voted against formation of the Homeowner's Association or did not vote for or against the Homeowner's Association, shall become members of the association. For the purposes of voting to form the association, each lot shall have one vote.

If a Homeowner's Association is formed and the rules of the association provide that the association may put liens on property for non-payment of any dues or assessments, such liens shall absolutely be subordinate to the lien of any first mortgage now or hereafter ever placed upon the properties subject to such liens. This subordination shall not relieve the property from liability for any assessments now or hereafter due and payable but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

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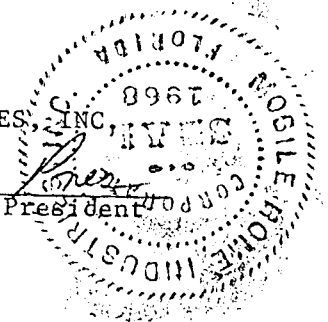
COVENANTS

IN WITNESS WHEREOF, MOBILE HOME INDUSTRIES, INC., has caused this instrument to be duly executed by its authorized officer on this 19th day of September, A.D., 1978

SIGNED IN THE PRESENCE OF:

Valda Cook
Ed Wilkinson

MOBILE HOME INDUSTRIES, INC.
By: Robert B. Johnson, President



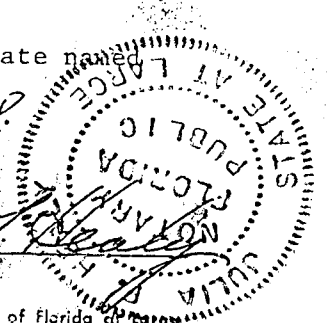
STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned officer, Robert B. Johnson, President of Mobile Home Industries, Inc., to me well known and known to me to be said officer, and he acknowledged to me that he executed the foregoing instrument in the name of and for that corporation, and that as such officer he is duly authorized to do so, and that he caused the corporate seal of said corporation to be affixed hereto.

WITNESS my hand and official seal in the County and State named above this 19th day of September, A.D., 1978.

Julia A. [Signature]
Notary Public
Notary Public, State of Florida
My Commission Expires Dec. 6, 1978
Bonded by American Fire & Casualty Co.



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AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
SHELL POINT HARBOR, A RESIDENTIAL SUBDIVISION

WHEREAS, on September 19, 1978, a Declaration of Restrictive Covenants was recorded in Official Records Book 65, Pages 37-43, Public Records of Wakulla County, Florida, and,

WHEREAS, MOBILE HOME INDUSTRIES, INC., a Florida corporation, hereinafter called the Developer, is the owner of Lots 1, 3, 5, 7, 9, and 11 located at the Southwest corner of Shell Point Harbor, a subdivision as recorded in Plat Book 2, Page 24 of the Public Records of Wakulla County, Florida, and,

WHEREAS, the Developer, in order to assure that there is a harmonious and continuous plan and development of Shell Point Harbor and Lots 1, 3, 5, 7, 9, and 11, and,

WHEREAS, the Developer desires to make Lots 1, 3, 5, 7, 9, and 11, which are shown on the said plat of Shell Point Harbor as "not a part of this plat", (and are referred to in the Declaration of Restrictive Covenants recorded in Official Records Book 65, Page 37, Public Records of Wakulla County, Florida, as: "The vacant land south of Lots 2, 4, 6, 8, 10, and 12 . . ."), subject to the restrictive covenants of Shell Point Harbor subdivision and to make the said restrictive covenants run with Lots 1, 3, 5, 7, 9, and 11,

NOW THEREFORE, in consideration of the above, the Developer, for itself and its successors, legal representatives and assigns, hereby restricts the use of the aforesaid lots and does hereby amend the Declaration of Restrictive Covenants of Shell Point Harbor, a residential subdivision as recorded in Official Records Book 65, Pages 37-43, Public Records of Wakulla County, Florida, to subject Lots 1, 3, 5, 7, 9, and 11 to the aforesaid Covenants and Restrictions.

IN WITNESS WHEREOF, Mobile Home Industries, Inc. has on this 17th day of September, 1979, caused this

71-630

Amendment to the Declaration of Restrictive Covenants to be signed by its President, and its seal affixed hereto.

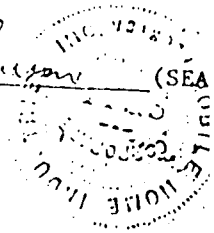
Signed in the presence of:

MOBILE HOME INDUSTRIES, INC.

Randa E. Swift

Ede Wilkison

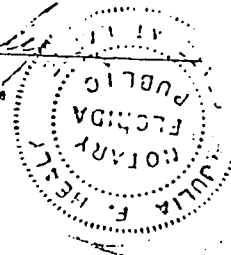
By Robert B. Johnson
President



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17th day of September, 1979, by Robert B. Johnson, as President, of MOBILE HOME INDUSTRIES, INC., a Florida corporation, on behalf of the corporation.

Julia F. Kelly
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Dec. 6, 1982
Bonded By American Fire & Casualty Company



This instrument prepared by:
Robert B. Johnson
Mobile Home Industries, Inc.
P O Box 2253
Tallahassee, Florida 32304

4252A

RECORDED
1579 SEP 17 PM 1:56
OFFICE OF THE CLERK
CITIZEN COUNTY COURT
TALLAHASSEE COUNTY, FLORIDA