

THE ISLAND CLUB  
A RESIDENTIAL SUBDIVISION

DECLARATION OF RESTRICTIVE COVENANTS

State of Florida  
County of Wakulla

KNOW ALL MEN BY THESE PRESENTS:

That Marsh Harbor Marina Partnership, William T. Gaupin, managing partner hereinafter called the Developer, is the owner of The Island Club, a subdivision of lands South of Lot 121 of the Harisfield Survey, Township 5 South, Range 1 East, Wakulla County, Florida, in accordance with the plat thereof recorded in Plat Book   , Page 49, 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 Island Club 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 THE ISLAND CLUB, 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:

THE ISLAND CLUB

COVENANTS

- Land Use and Building Types: 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, not inclusive of the parking area below.

All homes shall be new construction. All homes shall have at least the minimum living area of floor space at an elevation of ten (10) feet above ground level.

The Developer or any future owner retains an Easement on the properties, as shown on the recorded plat, for access to this land. Further, the Developer retains the right to subdivide this land. If this is done, the lots would be subject to the same Covenants as THE ISLAND CLUB.
- 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 (2 copies) to and approved in writing by 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, and seawalls prior to their construction.
- Home Size: The minimum floor space shall be 1500 square feet, heated area, of the main structure, exclusive of open porches, carport, garage, etc., erected, altered, placed on any lot.

The Island Club

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4. Home Location: No building, including porches and carports, shall be located on any lot nearer than five (5) feet to the street lot line or five (5) feet to the frontage lot line. No building shall be located nearer than five (5) 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. Exceptions may be authorized by the Architectural Control Committee.
5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or separate right to work Easements. 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 maintenance of utilities, or which may change the direction or flow of drainage. 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.
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 specified duration. The only exception to this would be a Gazebo.
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 The Island Club 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. These must be eliminated upon the installation of a common system by the developer.
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.

The Island Club

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14. Architectural Control Committee: Membership. The Initial Architectural Control Committee is composed of William T. Scupin, Howard C. Huff and John S. Ridner. 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 in The Island Club 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 The Island Club 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 will be responsible for their pro-rata share of the expenses incurred for the maintenance and development of a stabilized road and for the common seawall to the West of lots 7 and 8. This common seawall to be developed by a split of 52% by the developer, and 12% by lot owner 6, 7, 8, and 9.
17. Non-payment of Maintenance Expenses: Should a lot owner not pay his share of common street and seawall development and maintenance expense within thirty (30) days following the date of the invoice to him for his share of the development and maintenance expense, a mortgage lien against such lot owner may be recorded against the property. The mortgage lien will carry a twelve (12) 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. Washcuts or erosions on the lots shall be properly tended to by the respective 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 The Island Club.
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. A monthly fee from the homeowner association may be imposed for up to \$30 for this service.
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, unless modified by a 100% vote, 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.

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The Island Club

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22. After twelve (12) 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.

When the Homeowner's Association is established, by the Developer the initial monthly fees shall not exceed \$40 without a 2/3 vote by the property owner. Said association shall have the powers reasonably necessary to enforce and implement its duty of care, maintenance, and upkeep of said 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 the formation of a property owners association, all lot owners, 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, bridge, gate, and common seawall. 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.

23. When 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.

REC' 96 PAGE 43

The Island Club

COVENANTS:

IN WITNESS WHEREOF, MARSH HARBOR MARINA PARTNERSHIP, has caused this instrument to be duly executed by its authorized officer on this 15<sup>th</sup> day of June, A.D., 1983.

SIGNED IN THE PRESENCE OF:

Thelma Camp

Nanni Brooks

MARSH HARBOR MARINA

By: William T. Gault, Managing Partner

STATE OF FLORIDA

COUNTY OF TALLAHASSEE

I HEREBY CERTIFY that on this day personally appeared before me the undersigned officer, William T. Gault, Managing Partner of Marsh Harbor Marina, 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 partnership, and that as such officer he is duly authorized to do so.

WITNESS my hand and official seal in the County and State named above this 15<sup>th</sup> day of June, A.D., 1983.

Thelma Camp  
Notary Public, State of Florida  
My Commission Expires April 28, 1984  
Dated This 15th day of June 1983

REC. 96 PAGE 44

THE ISLAND CLUB  
A RESIDENTIAL SUBDIVISION

AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS

103375

STATE OF FLORIDA  
COUNTY OF WAKULLA

KNOW ALL MEN BY THESE PRESENTS:

That Marsh Harbor Marina Partnership, William T. Gaupin, managing partner hereinafter called the Developer, was the original owner of The Island Club, 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 plats thereof recorded in Plat Book 2, Pages 49 and 56, Public Records of Wakulla County, Florida; and

WHEREAS, the Developer executed a Declaration of Restrictive Covenants and caused the Declaration to be recorded at Official Record 96, Page 40 of the Public Records of Wakulla County, Florida; and

WHEREAS, solely by oversight, the Developer did not include the plat book and page reference for The Island Club Unit 2;

NOW THEREFORE, the Developer and the individual lot owners in The Island Club Unit 2 hereby adopt and incorporate as though fully set forth herein that Declaration of Restrictive Covenants dated June 15, 1983, recorded at Official Record 96, page 40 and amend the Declaration to be applicable and binding upon the property and the owners of The Island Club Unit 2, as described and set forth in a plat recorded in Plat Book 2, page 56 of the Public Records of Wakulla County, Florida.

IN WITNESS WHEREOF, MARSH HARBOR MARINA PARTNERSHIP, and the individual lot owners of The Island Club Unit 2 have caused this instrument to be duly executed on this 20th day of October, 1992.

OFF. REC. 203 PAGE 184

SIGNED IN THE PRESENCE OF: MARSH HARBOR MARINA PARTNERSHIP

[Signature]

By: [Signature]

ROBERT A. ROUTA  
Printed Name of Witness

William T. Gaupin  
Managing Partner

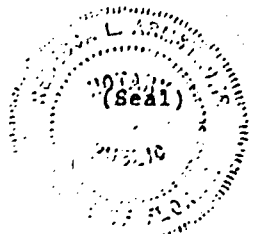
[Signature]

Rebecca L. Armstrong  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF WAKULLA

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned officer, William T. Gaupin, Managing Partner of Marsh Harbor Marina, to me well known to me to be said officer, and he acknowledged to me that he executed the foregoing instrument in the name or and for that partnership, and that as such officer he is duly authorized to do so.

WITNESS my hand and official seal in the County and State named above this 30<sup>th</sup> day of October, A.D., 1992.



[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires March 28, 1993

Bonded Three Thousand Dollars - Insured

REF. 203 PAGE 185

WITNESSES:

Beth W. Donald

Beth W. Donald  
Printed Name of Witness

Linda Day

Linda Day  
Printed Name of Witness

Darrell Jordan (Seal)  
Darrell Jordan

Beth W. Donald

Beth W. Donald  
Printed Name of Witness

Linda Day

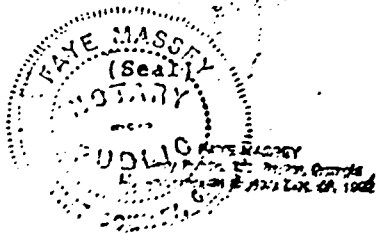
Linda Day  
Printed Name of Witness

Cathy Jordan (Seal)  
Cathy Jordan

STATE OF Georgia  
COUNTY OF Tal

Before me personally appeared Darrell Jordan and Cathy Jordan to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 9 day of November, 1992.



Faye Massey  
Notary Public

My Commission Expires:

OFF. REC. 203 PAGE 186

WITNESSES:

[Signature]  
Tom Woods  
Printed Name of Witness

[Signature]  
SHAY DIVSALAR  
Printed Name of Witness

[Signature]  
Tom Woods  
Printed Name of Witness

[Signature]  
SHAY DIVSALAR  
Printed Name of Witness

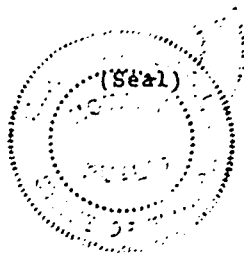
[Signature] (Seal)  
Jim Roberson

[Signature] (Seal)  
Susan Roberson

STATE OF FLORIDA  
COUNTY OF LEON

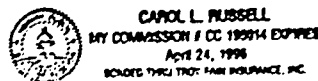
Before me personally appeared Jim Roberson and Susan Roberson to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4<sup>th</sup> day of November, 1992.



[Signature]  
Notary Public

My Commission Expires:



OFF REC. 203 PAGE 187

WITNESSES:

Thelma Gaupin

Thelma Gaupin  
Printed Name of Witness

William T. Gaupin

William T. Gaupin  
Printed Name of Witness

Becky A. Reuta

Becky A. Reuta  
Printed Name of Witness

Thelma Gaupin

Thelma Gaupin  
Printed Name of Witness

Randy Armstrong (Seal)  
Randy Armstrong

Becky Armstrong (Seal)  
Becky Armstrong

STATE OF Florida  
COUNTY OF Walsh

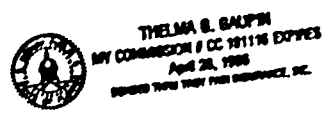
Before me personally appeared Randy Armstrong and Beck Armstrong to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 30<sup>th</sup> day of October, 1992.

Thelma Gaupin  
Notary Public

(Seal)

My Commission Expires:



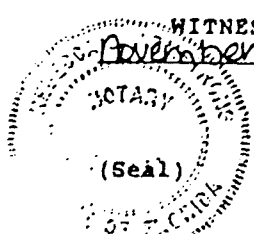
REC. 203 PAGE 188

WITNESSES:  
Rebecca L. Armstrong Richard Harvey (Seal)  
 Printed Name of Witness  
Thelma Galpin  
 Printed Name of Witness

Rebecca L. Armstrong Linda Harvey (Seal)  
 Printed Name of Witness  
Thelma Galpin  
 Printed Name of Witness

STATE OF Florida  
 COUNTY OF Wakulla

Before me personally appeared Richard Harvey and Linda Harvey to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.



WITNESS my hand and official seal, this 10<sup>th</sup> day of November, 1992.

Rebecca L. Armstrong  
 Notary Public

My Commission Expires:  
 Notary Public, State of Florida  
 My Commission Expires March 28, 1993  
 Bonded Three Troy Fair - Insurance Inc.

OFF. REC. 203 PAGE 189

WITNESSES:

Thelma Galpin

Robert D. DuRocher (Seal)

Printed Name of Witness

~~Darryl Jordan~~  
ROBERT D. DUROCHER

Rebecca L. Armstrong

Printed Name of Witness

Thelma Galpin

Nancy L. DuRocher (Seal)

Printed Name of Witness

~~Cathy Jordan~~  
NANCY L. DUROCHER

Rebecca L. Armstrong

Printed Name of Witness

STATE OF Florida  
COUNTY OF Talulha

Before me personally appeared Darryl Jordan and Cathy Jordan to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10<sup>th</sup> day of November, 1992.

Thelma Galpin  
Notary Public

(Seal)

My Commission Expires:



THELMA B. GALPIN  
MY COMMISSION # CC 191141 EXPIRES  
April 28, 1996  
BONDERS TRUST FIDELITY INSURANCE, INC.

OFF. REC. 203 PAGE 190

WITNESSES:  
Rebecca L. Armstrong Al Oosterhof (Seal)  
Rebecca L. Armstrong  
Printed Name of Witness  
Thelma Gaupin  
Thelma Gaupin  
Printed Name of Witness

Rebecca L. Armstrong Darlene Oosterhof (Seal)  
Rebecca L. Armstrong  
Printed Name of Witness  
Thelma Gaupin  
Thelma Gaupin  
Printed Name of Witness

STATE OF Florida  
COUNTY OF Wakulla

Before me personally appeared Al Oosterhof and Darlene Oosterhof to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this November day of 1992.

Thelma Gaupin  
Notary Public

(Seal)

My Commission Expires:



THELMA B. GAUPIN  
MY COMMISSION # CC 191116 EXPIRES  
April 28, 1996  
BONDED THROUGH TRISTAR INSURANCE, INC.

OFF. REC. 203 PAGE 191

WITNESSES

[Signature]  
William T. Gaupin  
Printed Name of Witness

[Signature] (Seal)  
Carl Bjerregaard

[Signature]  
Thelma Gaupin  
Printed Name of Witness

[Signature]  
William T. Gaupin  
Printed Name of Witness

[Signature] (Seal)  
Marcia Bjerregaard  
MB

[Signature]  
Thelma Gaupin  
Printed Name of Witness

STATE OF Florida  
COUNTY OF Wakulla

Before me personally appeared Carl Bjerregaard and Marcia Bjerregaard to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 31st day of October, 1992.

[Signature]  
Notary Public

(Seal)

My Commission Expires:

Prepared by:  
Robert A. Rota  
P. O. Box 1600  
Crawfordville, FL 32326



THELMA G. GAUPIN  
MY COMMISSION # CC 191116 EXPIRES  
April 28, 1996  
BONDED THRU THEY FAIR INSURANCE, INC.

OFF. REC. 203 PAGE 192