

DECLARATION OF RESTRICTIONS

THE MOORINGS OF LIVE OAK ISLAND

PARCELS 1-16

KNOW ALL MEN BY THESE PRESENTS:

That Charles J. Benda, Donald T. Carrigan, and William R. Ousley, herein called the Owners, are the owners of The Moorings of Live Oak Island, a subdivision as per recorded plat in the Official Records of Wakulla County, Florida.

The Owners, for themselves and their successors, legal representatives and assigns, hereby restrict the use of the aforesaid property and do hereby place upon said land, as described aforesaid, the following covenants and restrictions:

GENERAL PROVISIONS

1. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any person owning land described above, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the land has been recorded, agreeing to change said covenants and restrictions in whole or in part provided, however, that no such agreement to change shall be effective unless made and recorded one hundred eighty (180) days in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken, unless provided otherwise by law.

2. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the official records of Wakulla County, Florida at the time of such mailing.

3. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association, if one has been created, or any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Invalidation of any one of these covenants or restrictions shall not affect any other provisions contained herein. These restrictions are subject to all applicable Federal, State and local laws.

AMENDMENTS

5. The Owners of the land described on the plat of The Moorings of Live Oak Island, and referred to herein above, reserve and shall have the sole right to:

(a) amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein,

(b) include in any contract or deed subsequent Declarations of Covenants and Restrictions or other instrument hereafter made and additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions contained herein,

(c) release any building or plot from any part of the covenants and restrictions which have been violated including, without limiting the foregoing, violations of building restrictions and provisions hereof relating thereto if the Owners, in their sole judgment, determine such violations to be insubstantial.

ADDITIONAL COVENANTS

6. The property owners shall not, without the prior written approval of the Owners, impose any additional covenants or restrictions on any part of the land shown on the plat of The Moorings of Live Oak Island, referred to hereinabove except as provided in Paragraph 1.

LAND USE

7. Each parcel shall be limited in use to one single-family residential dwelling. Parcels shall not be subdivided other than as indicated on the recorded subdivision plat. Once the construction of any building has begun, work thereon shall be continued with expedience and diligence until the full completion thereof.

PROHIBITION OF COMMERCIAL ACTIVITY

8. Commercial activity of any kind shall not be allowed.

PROHIBITION OF MOBILE HOMES

9. No modular home, mobile home, either single- or double-width or other configuration, lean-to or any other temporary structure of any kind shall be allowed on the property at any time. A trailer of any kind, including a boat trailer, or a motor home, may be located on a parcel only if it is in a covered storage area.

SIGNS

10. No sign of any kind, other than a sign designating the residence of the owner, shall be displayed to the public view on any parcel except one sign of not more than five square feet advertising the property for sale or rent.

NUISANCES

11. No noxious or offensive activity shall be carried on upon any parcel or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. Except for household pets, no animals shall be allowed on any parcel.

HOMEOWNER'S ASSOCIATION

12. If the owners of any of the parcels of land platted as The Moorings of Live Oak Island on the official record books of Wakulla County decide to form a Homeowner's Association and such decision is agreed to by the owners of a majority of the land platted as The Moorings of Live Oak Island on the official records books of Wakulla County at the time of the decision, each parcel owner shall automatically become a member of the Association which shall be known as The Moorings Homeowners Association subject to all of its rights, privileges, duties and obligations.

ACCESS

13. Access to each parcel shall be by private drive which will be controlled and maintained in perpetuity, by the Owners of The Moorings Homeowners Association. Each parcel owner is also guaranteed access to a boat-launching ramp.

PROJECT ARCHITECT

14. A Project Architect designated by the Owners, must give written approval before any modification of the natural environment or construction

of improvements on a parcel is commenced. Response shall be forthcoming within thirty (30) days after plans are submitted. Evaluation of plans will be based on factors described in the following two paragraphs. Approval shall not be unreasonably withheld.

PRESERVATION OF NATURAL ENVIRONMENT

15. Except for those designated as being within the building area, no tree on a parcel shall be cut or damaged. Shrubs and ground cover outside of the building area shall not be modified without prior approval of Project Architect. Except for one accessway of up to twenty feet (20') in width for each waterfront parcel, all waterfrontage shall be maintained in its natural state. Project Architect shall designate the location and composition of access driveways. It is the intent of this paragraph to preserve the existing natural environment as uniformly as possible, to minimize the amount of modification to that environment and to eliminate all unnecessary clearing, grading, paving, and replanting activities that would cause erosion or otherwise adversely affect the environment.

BUILDING REQUIREMENTS

16. It is the intent of this paragraph to insure that all buildings shall be designed to respect the natural environment and become an integral part of the total design of The Moorings of Live Oak Island while maximizing the potential of each parcel.

(a) All buildings shall be on pilings. Finished floor elevations will be a minimum of eight (8) feet above grade.

(b) Each dwelling unit shall have a minimum of one thousand (1,000) square feet of livable enclosed space.

(c) Each dwelling unit shall be located within a building area designated by the Project Architect prior to purchase of parcel.

(d) Each dwelling unit shall be designed by the Project Architect or by another party under his review. Building height, bulk, elevations, exterior finish, window, and deck treatments, shall all be coordinated by the Project Architect to promote a compatible appearance respecting adjacent property development potential.

(e) Any accessory space such as storage area or gazebo may be constructed if it is harmoniously designed and approved by the Project Architect.

(f) No perimeter fences are allowed. Privacy fences, or fenced areas for children or pets are permitted if the location and design receive prior approval by the Project Architect.

IN WITNESS WHEREOF, Charles J. Benda, Donald T. Carrigan, and William R. Ousley (by Donald T. Carrigan, Attorney-in-Fact), Owners of The Moorings of Live Oak Island, have executed this instrument on this the 20th day of July, 1977.

Signed in the presence of:

James B. Kent

Sharon Brown

Charles J. Benda
CHARLES J. BENDA, Owner

Donald T. Carrigan
DONALD T. CARRIGAN, Owner

WILLIAM R. OUSLEY, Owner

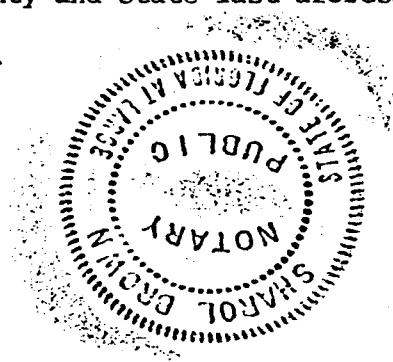
By Donald T. Carrigan
DONALD T. CARRIGAN, Attorney-in-Fact

STATE OF FLORIDA

COUNTY OF WAKULLA

BEFORE ME, the undersigned authority, personally appeared CHARLES J. BENDA, DONALD T. CARRIGAN, and DONALD T. CARRIGAN as Attorney-in-Fact for WILLIAM R. OUSLEY, all the Owners of The Moorings of Live Oak Island, to me known to be the persons described in and who executed the foregoing Declaration of Restrictions, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of July, 1977.



Sharol Brown
NOTARY PUBLIC, State of Florida
at Large

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires April 26, 1981
Bonded By American Fire & Casualty Company

EXHIBIT "A"

Commence at an old concrete monument marking the Northwest corner of Block "B" of Live Oak properties as recorded in Deed Book 11, Page 329 of the Public Records of Wakulla County, Florida, said monument being located 5737.25 feet South and 7226.20 feet East of the Southwest corner of Lot 117 of the Hartsfield Survey of lands in Wakulla County, Florida, and thence run South 15 degrees 39 minutes West along the Easterly boundary of the 50 foot right of way of Live Oak Island Road 16.23 feet for a POINT OF BEGINNING, from said POINT OF BEGINNING run South 49 degrees 34 minutes 35 seconds East 186.70 feet to a point of curve to the left, thence along said curve with a radius of 14.50 feet thru a central angle of 69 degrees 10 minutes 18 seconds, for an arc distance of 17.51 feet, thence run North 61 degrees 15 minutes 07 seconds East 201.62 feet, thence run South 24 degrees 14 minutes 54 seconds East 146.46 feet to the mean high water line of Apalachee Bay, thence run Southwesterly and Westerly along said mean high water line as follows: South 64 degrees 15 minutes 54 seconds West 56.67 feet, South 55 degrees 35 minutes 36 seconds West 56.62 feet, South 50 degrees 56 minutes 54 seconds West 57.52 feet, South 50 degrees 22 minutes 30 seconds West 47.39 feet, South 55 degrees 55 minutes 24 seconds West 52.15 feet, South 38 degrees 18 minutes 18 seconds West 32.99 feet, South 18 degrees 29 minutes 06 seconds West 31.59 feet, South 16 degrees 26 minutes 12 seconds West 42.71 feet, South 13 degrees 24 minutes 42 seconds West 42.43 feet, South 14 degrees 35 minutes 24 seconds West 49.91 feet, South 35 degrees 03 minutes 12 seconds West 46.13 feet, South 24 degrees 22 minutes 12 seconds West 46.49 feet, South 41 degrees 49 minutes 06 seconds West 38.06 feet, South 41 degrees 37 minutes 24 seconds West 38.25 feet, South 81 degrees 30 minutes 24 seconds West 31.55 feet, South 79 degrees 45 minutes 24 seconds West 36.57 feet, North 74 degrees 16 minutes 06 seconds West 28.19 feet, North 65 degrees 00 minutes 18 seconds West 27.51 feet, North 59 degrees 57 minutes 36 seconds West 28.61 feet, North 54 degrees 29 minutes West 33.54 feet to the Easterly boundary of property described in Official Records Book 30, Page 164 of the Public Records of Wakulla County, Florida, thence leaving said mean high water line run North 15 degrees 39 minutes East along the Easterly boundary of said property 192.19 feet, thence run North 74 degrees 21 minutes West 10.00 feet to the Easterly right of way boundary of said Live Oak Island Road, thence run North 15 degrees 39 minutes East along said right of way boundary 423.77 feet to the POINT OF BEGINNING; Containing 3.76 acres, more or less.

FILED AND RECORDED
DATE 12/24/1996 TM 11:49

J. HAROLD THURMOND CLERK
CO: WAKULLA ST: FL

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR THE MOORINGS OF LIVE OAK ISLAND PARCELS 1-16**

This First Amendment is made and executed this 19 day of DECEMBER, 1996, by The Moorings Homeowners Association, a Florida not-for-profit corporation, hereinafter referred to as "Association."

WHEREAS, the Declaration of Restrictions for The Moorings of Live Oak Island Parcels 1-16, dated July 20, 1977, and recorded in Official Records Book 57, Page 308, of the Public Records of Wakulla County, on July 20, 1977, hereinafter referred to as the "Declaration," authorizes the imposition of additional covenants or restrictions on any part of the land shown on the plat of The Moorings of Live Oak Island, provided the Owners provide their prior written approval.

WHEREAS, the only remaining Owner is Donald T. Carrigan, and as reflected by his signature below, Mr. Carrigan consents to this First Amendment.

WHEREAS, pursuant to Paragraph 12 of the Declaration, the owners of the majority of the land platted as The Moorings of Live Oak Island on the official records books of Wakulla County formed and incorporated The Moorings Homeowners Association on April 6, 1996.

WHEREAS, pursuant to Paragraph 12 of the Declaration, each parcel owner of land platted as The Moorings of Live Oak Island, hereinafter referred to as the "Property Owners," automatically became a member of the Association at the time the Association was created, and is, therefore, subject to all of the Association's rights, privileges, duties, and obligations.

WHEREAS, the Property Owners acknowledge that certain areas of the land platted as The Moorings of Live Oak Island, such as, but not limited to, the private road that the Property Owners utilize to access their properties, provide benefits to all Property Owners, and that each Property Owner should pay a proportionate share of the maintenance, repair, and/or reconstruction of such common areas.

WHEREAS, the majority of the Property Owners desire to amend the Declaration to authorize the Association to impose and collect mandatory annual and special assessments from the Property Owners, as qualified below, to maintain, repair, and/or reconstruct the aforementioned common areas, and that the method of levying and amounts of such assessments shall be established in accordance with the Association's By-Laws.

WHEREAS, the majority of the Property Owners desire to amend Paragraph 14 of the Declaration to authorize the Association, rather than the Owners, to designate the Project Architect which is referenced in the first line of said Paragraph.

WHEREAS, the Property Owners desire to impose these new covenants and restrictions on only those Property Owners that execute and file in the Public Records of Wakulla County a Notice of Joinder in the First Amendment to the Declaration of Restrictions for the Moorings of Live Oak Island, and their heirs, assigns, and/or successors, and that the new covenants and restrictions shall run

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REC NO. 16359011269

with the land shown on the plat of The Moorings of Live Oak Island and owned by such Property Owners.

WHEREAS, in light of the logistical difficulties in arranging for the Property Owners to execute this First Amendment, a majority of the Property Owners have requested that the Association record this First Amendment to expedite its effectiveness and to allow such Property Owners to subsequently record in the Public Records of Wakulla County an executed Notice of Joinder in the First Amendment to the Declaration of Restrictions for The Moorings of Live Oak Island.

NOW THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions, and other good and valuable considerations, the Declaration is amended as follows:

1. The Association is authorized to impose on, and collect from, the Property Owners, as qualified below, mandatory annual and special assessments to maintain, repair, and/or reconstruct the aforementioned common areas. The method of levying and amounts of such assessments shall be established in accordance with the Association's By-Laws.

2. The first sentence in Paragraph 14 of the Declaration is revised to state as follows:

A Project Architect designated by the Association, must give written approval before any modification of the natural environment or construction of improvements on a parcel is commenced.

3. This Amendment shall be binding only on those Property Owners that execute and record a Notice of Joinder in the First Amendment to the Declaration of Restrictions for The Moorings of Live Oak Island, and their heirs, assigns, and/or successors, and shall run with the land shown on the plat of The Moorings of Live Oak Island and owned by such Property Owners.

4. The Declaration, as hereby amended, shall remain in full force and effect.

IN WITNESS WHEREOF, The Moorings Homeowners Association and the remaining Owner Donald T. Carrigan have executed this First Amendment, the day and year above written.

[Signature]
Witness:

[Signature]
Witness:

[Signature]
Witness:

[Signature]
Witness:

THE MOORINGS HOMEOWNERS ASSOCIATION

By: [Signature]

[Signature]
Donald T. Carrigan

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STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by John Arthur Bennett as _____ of THE MOORINGS HOMEOWNERS ASSOCIATION, on behalf of the Association, who is personally known to me or produced D.N. L563-461-47-005-0 as identification.

Shirley A. Mitty
Notary Public
My Commission Expires:



Shirley A. Mitty
MY COMMISSION # CC680480 EXPIRES
June 10, 2000
BONDED TRUW TRY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th day of December, 1996, by DONALD T. CARRIGAN, who is personally known to me or produced Florida Driver License as identification.

Georgiana Thorburn
Notary Public
My Commission Expires:



GEORGIANA THORBURN
MY COMMISSION # CC481018 EXPIRES
July 10, 1999
BONDED TRUW TRY FARM INSURANCE, INC.



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Prepared by:

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