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RECORDED
AT TIME & DATE NOTED

DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS

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J. HAROLD THURMOND
CLERK OF DISTRICT COURT
WAKULLA COUNTY FLORIDA

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THIS DECLARATION, dated as of November 54, 1991, made by
INDUSTRIAL NATIONAL BANK, a national banking corporation, with its
principal office located in Tallahassee, Leon County, Florida, and
JOSEPH W. LANDERS, JR., and ALBERT B. ASSADOURIAN and JACQUELINE L.
ASSADOURIAN, hereinafter collectively referred to as the
"Declarants", whose mailing address is c/o P. O. Box 3726,
Tallahassee, Florida 32315-3726.

W I T N E S S E T H:

THAT, WHEREAS, the Declarants respectively own all of the lots
and parcels located within "The Moorings, Phase 2", a subdivision
as per a map or plat thereof in Plat Book 2 at Page 79, Public
Records of Wakulla County, Florida; Together with and including Lot
3 of "The Moorings", as per Plat Book 2 at Page 19, Public Records
of Wakulla County, Florida, the included property being referred to
herein as "the Property". The Property (exclusive of said Lot 3 of
The Moorings) is depicted on Exhibit "A" attached hereto and made
a part hereof; and

WHEREAS, the lots included within the Property are or will be
served by a common private sewerage collection and distribution
facility and system to be owned and maintained by an incorporated
owners association, the membership of which will be comprised of
all persons owning land within the Property; and

WHEREAS, it is to the interest, benefit and advantage of the
Declarants and to each and every person who shall hereafter
purchase any parcel included in the Property that certain easements

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and covenants governing and regulating the use and occupancy of the Property and that provision be made for a method of raising funds for the maintenance and repair of the private roadways and the sewerage system located within the Property.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarants and each and every subsequent owner of any lot within the Property, the Declarants do hereby set up, establish, promulgate and declare the following easements and protective covenants to apply to the Property and to all persons now and/or hereafter owning any portion of the Property. These protective covenants shall become effective immediately upon recordation and run with the land and shall be binding upon the Property until December 31, 2016, unless sooner terminated as hereinafter provided.

1. Definitions. The terms used herein shall have meanings as follows:

a. "House" or "Lot" shall mean any lot depicted on Exhibit "A" attached hereto.

b. "Homeowner" or "Lotowner" means the owner of a lot within the Property.

c. "Association" means GROUP AT MOORINGS OWNERS ASSOCIATION, INC., a Florida nonprofit corporation, and its successors, which association will be incorporated by the Declarants, and which shall be responsible for the maintenance and management of the private sewerage facility serving the Property; the private roadway easements within the Property; the docks

serving the lots within the Property; the canal located within the Property; and the street or security lights serving the lots within the Property; and which shall have such other rights, duties, and obligations as are set forth in its articles of incorporation and in this Declaration.

d. "ByLaws" shall mean such bylaws as may be established by the Association from time to time.

e. "Common Expenses" means the expenses for which the lotowners are liable to the Association.

f. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a lotowner.

g. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues over the amount of common expenses.

h. The "Property" means and includes the land described on Page 1 hereof, together with any other property which the Association and the owner of such other property may subsequently make subject to the provisions of this Declaration), and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of the Declarants as set forth herein.

2. Land Use. Lots within the Property shall be used only for residential purposes, together with incidental purposes as reflected and/or contemplated on the Plat of The Moorings, Phase 2. The aforesaid Lot 3 of "The Moorings" may be used for purposes related to operation of the private sewerage system serving the Property, and for such other purposes as may be determined by the Board of Directors of the Association.

3. Building Type and Size.

a. Except as may be provided to the contrary herein or on the Plat of The Moorings, Phase 2, no structure shall be built or placed on any lot except a single-family residence, together with customary outbuildings, patios, decks, and amenities.

b. The minimum size for residences located upon any lot shall be 1,000 square feet, exclusive of porches, garages and deck or patio areas.

4. Sewer. Until such time as central sewage facilities may be made available by local government to lots within the Property, each house built on a lot within the Property will be served by an aerobic septic-sewer system (the "system" herein). The system shall be owned, maintained, and repaired by the Association. The Declarants and/or the Association may establish, charge and collect tap-in and user fees for the system. If and when central sewage facilities are made available to the Property by county or municipal government, each lotowner shall be responsible for the cost of connecting his lot with such facilities, including but not limited to "tap-in" fees, materials

costs, installation charges, meter costs and other deposits or charges required by the governmental unit.

5. Private Roadway. Private roadways are located upon portions of the Property which provide ingress and egress to certain of the lots within the Property. The location of the private roadways located within the Property is substantially as is depicted upon Exhibit "A" attached hereto. The Association will have the responsibility for the maintenance and repair of the private roadways within the Property, but not otherwise.

6. Easements. The following easements shall be deemed to be covenants running with the land with relation to lots within the Property. These easements are not in limitation of any existing recorded easements, or of any easements defined, imposed and created in any other provision hereof, but are supplemental thereto:

a. Perpetual non-exclusive roadway easement for ingress and egress to and from the lots within the Property, granting to the lotowners and their respective licensees and invitees the right to pass and repass by foot and by vehicle along the private roadways depicted on Exhibit "A" attached hereto.

b. Whenever lines or conduits for sanitary sewer, water, electricity, cable television, and telephone connections are installed within the Property, which conduits, lines, or connections or any portions thereof are located upon any lot, an easement is hereby established to the full extent necessary therefor for the installation, maintenance, and repair of said

utilities, including the right for utility companies and/or repairmen to go upon lots to repair, replace and generally maintain said utilities as and when the same may be necessary.

7. Membership in the Association. Each lotowner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot within the Property, at which time his membership in the Association shall automatically terminate.

Each member shall be entitled to one vote for each lot he owns; provided, however, that when more than one person owns an interest in a lot, all such persons shall be members, but they shall collectively be entitled to only one vote, which may be exercised by any one of such persons.

8. Assessments and Liens. Each lotowner shall pay to the Association:

a. Annual assessments or charges as herein set forth and as established by the Association; and

b. Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. No homeowner may except himself from liability

from his contribution towards the common expenses by waiver of the use of enjoyment of any of the easement areas or by the abandonment of his lot.

9. Purpose of Assessments. The assessments levied by the association shall be used by the Association to maintain in good condition and in a good state of repair the private sewerage system serving the lots within the Property; the private roadways and rights-of-way; and the docks, canal, and street or security lights located within the Property, and such other expenditures as are deemed necessary and/or appropriate by the Directors of the Association.

10. Deposit of Assessments. Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes set forth in the Declaration, Articles, Bylaws or other agreements among the lotowners.

11. Annual Assessments. Commencing on January 1, 1992, the annual assessment shall be \$300.00 per year per lot for each lot with a dwelling unit on it, and \$25.00 per year for each unimproved lot, due and payable in advance on January 31 of each year. The amount of the annual assessment may be increased each year by not more than ten percent (10%) above the assessment for the previous year by the Association's Board of Directors without a vote of the membership, but any increase or more than ten percent (10%) over the annual assessment for the immediately preceding year may be made only upon the majority vote of the members of the

Association. Dues will be prorated as of the date of the closing for the year in which the lot is purchased by the lotowner.

12. Special Assessments. In addition to the annual assessments authorized above, the Association may by majority vote of its members levy in any assessment year a special assessment to be equally assessed against each lot subject to these restrictions except Lot 3 of The Moorings, applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the common improvements or easements, or any other common area or improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto.

13. Collection of Assessments. No set-offs shall be allowed to any lotowner for repairs or improvements or services contracted for by any lotowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the lotowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection for such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

14. Service Charge of Delinquent Assessments. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within thirty (30) days after the date the Association mails written notice of assessments may

, upon decision of the Board of Directors of the Association bear a service charge of \$10.00 per month from the due date.

15. Effective Transfer of Title on Assessment. The sale or transfer of title of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

16. Architectural Control Committee. The members of the Board of Directors of the Association shall also act as and constitute an Architectural Control Committee. The Board may, however, appoint an Architectural Control Committee comprised of members appointed by the Board, in which event such members shall serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Committee shall be in writing delivered in person or by mail to any member of the Committee. All decisions of the Committee shall be determined by majority vote of its members. Except for Lots 20 and 21, which are excluded from the provisions of this item, no homeowner shall erect or maintain any house, outbuilding, patio, screen, carport, swimming pool, fence, light post, mailbox, or other structure, nor shall any homeowner commence or make any exterior addition to or change or alteration in the shape or appearance of the exterior of existing improvements, until and unless plans and specifications

showing the nature, kind, shape, height, materials, location and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Such approval may be withheld, but if no written notice of approval or disapproval is given by the Committee within thirty (30) days after it has received full plans and specifications, approval will not be required and this provision shall be deemed to have been complied with.

17. Damage To Common Areas. A lotowner shall be liable to the Association for damage caused to property owned by the Association or to easement areas (including improvements built or located thereupon) caused by such lotowner or any pet, child or guest of such lotowner.

18. Temporary Structures. No structure of a temporary character, trailer, tent, shed, or other out-building shall be used on any property at any time as a residence, either temporarily or permanently; provided, however, contractors may maintain temporary storage facilities for building materials and tools during the construction period.

19. Garbage Disposal. Each lotowner shall cause all rubbish, trash and garbage to be regularly removed from his property at least once per week. All trash and garbage shall be kept in sanitary closed containers.

20. Satellite Discs and Antennas. No external radio or television dish or disc or antenna may be placed or erected upon

any lot without the prior approval of the Architectural Control Committee.

21. Prohibited Items. No trailer (except parked under a residential unit), inoperable motor vehicle, vehicles commonly referred to as "motor homes", or truck other than pickup truck shall be parked or stored upon any lot or any portion of the property for a period exceeding fifteen (15) consecutive days, unless parked in a closed garage, and except for vehicles delivering materials or services to a lotowner, in which case such vehicle may be temporarily parked while its operator makes such delivery.

22. Pets. No animals, birds or fowl shall be kept or maintained on any part of the Property, except for dogs, cats and pet birds which may be kept in reasonable numbers as pets but not for any commercial uses or purposes. Applicable governmental "leash laws" shall be complied with. Birds shall be confined to cages located inside the lotowner's home. Except when under the direct control of its owner, dogs and cats must be confined upon the owner's property.

23. Laundry. No laundry, mattresses, bedding materials or clothing shall be hung outside of any house.

24. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the Property, the Association shall not be liable to homeowners, their invitees or guests for injury, death or damage

caused by or suffered upon the property owned by the Association,
or caused by acts of God or by third parties.

25. Amendments to Declaration. Except as may be otherwise specifically provided herein, this Declaration may be amended or terminated by the written consent, in recordable form, signed by the owners of at least seventy-five percent (75%) of the lots within the Property.

26. Variances. Variances for deviations related to construction matters may be granted by the Architectural Control Committee at any time to any owner of a lot or lots within the Property. The granting of variances for such deviations is discretionary with the Architectural Control Committee.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

WITNESSES:

Palmer Proctor
(1st Witness-Signature)

Palmer Proctor
(1st Witness-Printed Name)

J. Marshall Conrad
(2nd Witness-Signature)

J. MARSHALL CONRAD
(2nd Witness-Printed Name)

Tara Lyn Lauener
(1st Witness-Signature)

TARA LYN LAUENER
(1st Witness-Printed Name)

Miriam B. Ashcroft
(2nd Witness-Signature)

Miriam B. Ashcroft
(2nd Witness-Printed Name)

INDUSTRIAL NATIONAL BANK

By: Thomas A. Barron
THOMAS A. BARRON
As Its President

Joseph W. Landers, Jr.
JOSEPH W. LANDERS, JR.

WITNESSES:

Denise R. Gould
(1st Witness-Signature)

Albert B. Assadourian
ALBERT B. ASSADOURIAN

DENISE R. GOULD
(1st Witness-Printed Name)

Kristin H. Godfrey
(2nd Witness-Signature)

Jacqueline L. Assadourian
JACQUELINE L. ASSADOURIAN

KRISTIN H. GODFREY
(2nd Witness-Printed Name)

(AS TO MR. & MRS. ASSADOURIAN)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants and Easements was acknowledged before me by THOMAS A. BARRON, as President of INDUSTRIAL NATIONAL BANK, a national banking corporation, on behalf of said corporation, this 5th day of November, 1991.

J Marshall Conrad
NOTARY PUBLIC
State of Florida

J. MARSHALL CONRAD
(Typed/Printed Name)

My Commission Expires: _____

Notary Public, State of Florida
My Commission Expires Sept. 23, 1994
Bonded Thru Troy Fain - Insurance Ins.

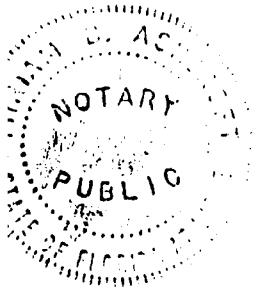
STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants and Easements was acknowledged before me by JOSEPH W. LANDERS, JR., this 6th day of November, 1991.

Miriam B. Ashcroft
NOTARY PUBLIC
State of Florida

Miriam B. Ashcroft
(Typed/Printed Name)

My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants and Easements was acknowledged before me by ALBERT B. ASSADOURIAN and JACQUELINE L. ASSADOURIAN, this ~~11th~~ day of ~~November~~, 1991.

December

Kristin H. Godfrey
NOTARY PUBLIC
State of Florida

KRISTIN H. GODFREY
(Typed/Printed Name)

My Commission Expires: _____
Notary Public, State of Florida
My Commission Expires July 7, 1993
Bonded thru Troy Fair Insurance Inc.

THIS DOCUMENT IS RE-RECORDED FOR THE PURPOSE OF REFLECTING THE EXECUTION OF SAID DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT BY ALBERT B. ASSADOURIAN AND JACQUELINE L. ASSADOURIAN.

DATED: *Dec 16, 1991*

J. Marshall Conrad

J. MARSHALL CONRAD