

PARADISE VILLAGE OF SHELL POINT
A MOBILE HOME SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

33046

REC'D
MAY 17 PM 4: 15

State of Florida
County of Wakulla

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into this 17th day of May, A.D. 1976, by MOBILE HOME INDUSTRIES, INC., a Florida corporation, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential mobile home community with recreational areas, and other common facilities for the benefit of the said mobile home community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said mobile home community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, PARADISE VILLAGE OF SHELL POINT HOMES ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. Additional units of Paradise Village of Shell Point may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer. Any subsequent Declaration of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights of Members to the Paradise Village of Shell Point Homes Association, Inc. shall be uniform as between all units of Paradise Village of Shell Point.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental

Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Association" shall mean and refer to the Paradise Village of Shell Point Homes Association, Inc.
- b) "Board" shall mean and refer to the Board of Directors of the Paradise Village of Shell Point Homes Association, Inc.
- c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties, including concrete seawall and canals located thereon and intended to be devoted to the common use and enjoyment of the owners of The Properties. "Common Properties" shall also be any other property purchased or leased by the Association and devoted to the common use and enjoyment of the owners of The Properties.
- d) "Developer" shall mean Mobile Home Industries, Inc., or its assigns or successors in interest.
- e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- f) "Unoccupied Lot" shall mean vacant lot with no house on it or on which a model unit that has never been sold is located.
- g) "Occupied Lot" shall mean any lot with a house on it that has ever been occupied by a purchaser or renter even though it may be vacant now because it is held for resale.
- h) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired titles pursuant to foreclosure or any proceeding in lieu of foreclosure.
- i) "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Wakulla County, Florida, and is more particularly described per recorded plat,

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Paradise Village of Shell Point

recorded in Official Records Wakulla County, State of Florida, Plat Book 2
Page 138/14.

Additional units may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer.

ARTICLE III

ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. Enforcement. Enforcement of these Covenants and Restrictions shall be by the Association or any owner by an appropriate civil proceeding 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; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by Covenants of record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgagee shall pay all assessments as a member. It is the intent of the Developer that the Association will be formed in advance of any sale of lots in this subdivision..

Section 3. Voting Rights. The Association shall have one class of voting membership:

The members shall be all those owners as defined in Section 2 including the Developer. Each member shall be entitled to one vote for each lot in which he holds the interests required for membership by Section 2. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

At the end of one year after the formation of the Association, the Developer may not cast more than 50% of the total votes allowed to be cast

even though it may own more than 50% of the lots. However, this provision does not prevent the Developer's votes from constituting a majority in addition with the votes of other Members, so long as the Developer shall not have the ability to individually cast more than 50% of the total votes allowed to be cast after said one year period.

The Developer shall not have the ability to cast a fractional vote. If 50% of the total votes in a 113 lot subdivision equals 56½ votes, then the Developer will be allowed to cast only 56 votes.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey without cost the Common Properties to the Association no later than the 1st day of January 1990, however, the Developer shall levy no fees to the Association or its Members for the use of the Common Properties.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and if necessary, to open the enjoyment of such properties to a wide public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,
- b) The right of the Association, as provided in its Articles and Bylaws,

to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules, regulations, or Covenants; and,

c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast 2/3 of the votes has been recorded, agreeing to such dedication, transfer, or purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken; and,

e) the rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a Unit of Paradise Village of Shell Point in which such Member is not resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the Unit in which the lot is acquired, which results in membership rights as herein provided; and,

f) the rights granted by any other covenants herein.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each lot owned by him within the Properties, hereby covenants and each Owner of any lot by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof

as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including but not limited to the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Amount of Annual Assessments. Until the year beginning July 1, 1976, the annual assessment, payable monthly, shall be \$45.00 per month per occupied lot and \$15.00 per month per unoccupied lot. From and after July 1, 1976, the annual assessment may be increased by majority vote of the Members as hereinafter provided, for the next succeeding 3 years, and at the end of each such period of 3 years for each succeeding period of 3 years. The annual assessment for an unoccupied lot shall be no more than the assessment of an occupied lot.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment, payable monthly, for any year at a lesser amount.

Section 4. Date of Commencement of Annual Assessments. Due Dates. The annual assessments, payable monthly, provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable monthly on the first day of the month fixed for commencement. The assessment for any year, after the first year, shall become due and payable in monthly installments on the first day of each month of such year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same adjustment in the amount of the assessment at a time other than the beginning of any assessment period shall also apply.

Section 5. Special Assessments for Capital Improvements. In addition

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to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the annual assessment against each lot referred to in Section 4 hereof, for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association shall, upon demand, furnish at any time to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid monthly on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly

assumed by them.

If the monthly assessment payment is not paid within 30 days after delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon The Properties subject to assessment. This subordination shall not relieve such 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.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

GENERAL PROVISIONS

Section 1. No mobile home shall be placed on any lot unless such mobile home is at least fifty (50) feet in length and twelve (12) feet in width.

Section 2. No mobile home shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. Such homes shall be all electric, (no gas or oil).

It is the intention of this Covenant to prohibit the placing of any

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"homemade mobile home" on any of the aforesaid lots. All mobile homes shall be new at the time they are placed in the subdivision, no used homes shall be allowed. All mobile homes located on lots prior to the date of recording of these Covenants shall be presumed to comply with this requirement.

Section 3. Only construction of docks or piers will be permitted into the canals protruding no more than twenty-five (25) feet from the seawall with prior written approval of the Association Architectural Control Committee. Such approval shall not be unreasonably withheld. Boathouses or covered docks shall not be permitted on the canals. No attachment of any kind may be made to the seawall itself. Any existing, new, or addition thereto, of a boat dock or pier in a canal adjacent to a lot(s) shall be properly maintained by and be the legal responsibility of the lot owner.

Section 4. Each mobile home shall have a carport and screen porch of a construction and appearance similar to existing homes. The Association Architectural Control Committee must approve all such construction plans prior to commencement of construction and all construction must be completed and approved before the home may be occupied. Such approval shall not be unreasonably withheld. The Association Architectural Control Committee shall have final and ultimate control over construction standards of carport and screen porch, quality, and appearance.

Section 5. No mobile home or factory built home, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made 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 as to harmony of external design and location in relation to surrounding structures, topography, and adequacy of construction by the Association Architectural Control Committee. Such approval shall not be unreasonably withheld.

Section 6. All mobile homes shall have a decorative type skirting so that the undercarriage and wheels are covered and not visible. The decorative type skirting shall be erected on all sides of the mobile home on a foundation and will be a minimum height from the ground to the bottom edge of the mobile home. All mobile home hitches shall be removed when the mobile home is placed

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on the lot. Compliance with this Covenant, including decorative type skirting materials, shall be approved by the Association Architectural Control Committee and shall be completed prior to occupancy of the home. Such approval shall not be unreasonably withheld.

Section 7. The Association Architectural Control Committee shall respond to all written requests for construction plan approvals within 30 days after such requests are made to the Committee for all Covenants requiring Association Architectural Control Committee action. Such approval or action by the Committee shall not be unreasonably withheld.

Section 8. There shall be no conventional permanent homes built in this subdivision, it being restricted to mobile homes and factory built modular homes. Such homes shall be one story only.

Section 9. No more than one (1) mobile home shall be placed on any lot. Leasing or subleasing of a mobile home or lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects, conform with these Restrictive Covenants.

Section 10. No mobile home placed on any lot shall violate the set-back restrictions of the Wakulla County Zoning Regulations, or any other regulatory body.

Section 11. No mobile home shall be placed on any lot unless the mobile home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said mobile home on a lot.

Section 12. All buyers or purchasers of lots, including their heirs, successors, and assigns, shall be required to use and pay for water and sewer service provided by the Talquin Electric Cooperative, Inc., any other municipality, or any private utility company herewith, all buyers or purchasers of lots shall be required to pay any deposits or tap-in fees by a municipal or private utility company prior to moving any mobile home onto any lot in said subdivision; and also to pay promptly all monthly charges for service. Buyers or purchasers shall make all payments due to the utility company for sewerage

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service so provided. There shall be no septic tanks located on or used on any lot of this subdivision.

Section 13. No poultry, fowl, or animal other than small household pets shall be kept or harbored on any of the said lots or within any mobile home situated thereon. Household pets are herein described to be cats, dogs, parakeets, and other small domestic animals. All cats and dogs shall be on a leash and attended when out of doors. No dog houses are allowed.

Section 14. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the carport of said mobile homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector. No dumping of trash, garbage, gasoline, oil or other waste in the canals, unoccupied lots or common areas shall be permitted.

Section 15. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

Section 16. No commercial advertising or display signs shall be permitted within the subdivision, except temporary signs of a reasonable size may be erected for sale of a lot or lots.

Section 17. The owner of each lot shall be responsible for keeping the exterior of the home clean and in good repair and the lawn mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects. The owner is responsible for watering, trimming, edging, and clipping the lawn.

Section 18. Where lots border on or contain ditches, ponds, drainage canals, swales, and lakes, 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.

Section 19. No major mechanical or repair work shall be performed on any motor vehicle within the subdivision.

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Section 20. No motor home, camper, travel trailer or any similar recreational vehicle shall be stored or placed on any roadway or upon any lot in the subdivision on a permanent basis. Such vehicles, when temporarily parked in the driveway or carport of a lot shall not be occupied, nor utilities or sewer connected thereto, nor self-contained power generated to utilize the unit for living quarters. All boats or boat trailers shall be stored and placed in the carport area of the homesite.

Section 21. No clotheslines shall be placed in the subdivision. Playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located on the canal side of the mobile home, and not on the street side.

Section 22. There shall be no television antennas or aerials allowed as long as the Association maintains a community antenna TV system to serve The Properties.

Section 23. All cars shall be parked in an orderly and neat fashion, and in a driveway or carport. No buses or trucks larger than a one-ton pickup truck shall be parked in the subdivision.

Section 24. All motorcycles shall be parked in an orderly and neat fashion in a carport or enclosed storage area of the mobile home.

Section 25. No fences shall be constructed on an individual's subdivision lot.

Section 26. These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of ten (10) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of ten (10) years unless an instrument signed by 2/3 of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 27. Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no wise

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Paradise Village of Shell Point

affect the other provisions hereof, which shall remain in full force and effect.

Section 28. The owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, conduits, drainage pipes, sewers, water mains, seawalls, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

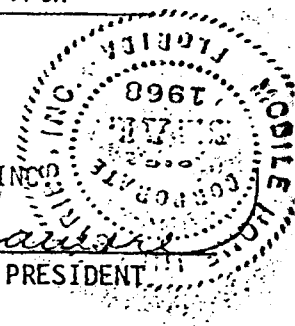
Section 29. In the event that the Homeowners' Association dissolves and no other means is provided by the land owners to maintain the common areas, then the adjacent property owners to the roads, canals and other common areas shall acquire the roads, canals and other common areas to the proportionate half-way point of the road, canals and other common areas then in existence, and should Wakulla County or any other governmental authority subsequently expend monies for the maintenance, repairs, or construction of roads, canals, or other common areas then in existence or later constructed, Wakulla County or any other governmental authority shall have a lien for any and all expenditures against the entire owner's property adjacent to the road, canals, or other common areas. It is understood that neither Wakulla County nor any other governmental authority is responsible for the roads, canals or other common areas, maintenance, repairs or construction and any assumption of these responsibilities shall be based on the approval of the governmental authorities after all reasonable conditions are met by the property owners.

IN WITNESS WHEREOF, MOBILE HOME INDUSTRIES, INC., has caused this instrument to be duly executed by its authorized officer on this 17th day of May, A.D., 1976.

SIGNED IN THE PRESENCE OF:

E. Williams
R. Warren Clark

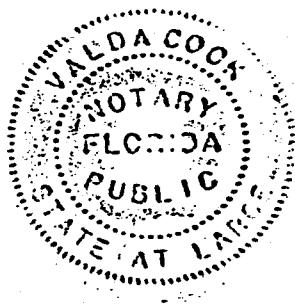
MOBILE HOME INDUSTRIES, INC.
By *Julian Laramore*
JULIAN LARAMORE, PRESIDENT



STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned officer, JULIAN LARAMORE, 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 17th day of May, A.D., 1976.



Valda Cook
NOTARY PUBLIC
NOTARY PUBLIC, STATE OF FLORIDA, 1976
COMMISSION EXPIRES JUN. 17, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
PARADISE VILLAGE OF SHELL POINT, A MOBILE HOME SUBDIVISION

WHEREAS, on May 17, 1976, a Declaration of Covenants and Restrictions was recorded in Official Records Book 50, Page 733, public records of Wakulla County, Florida, and,

WHEREAS, Section 8 of Article V of said Declaration appears to be in conflict with Section 7 of that Article, and

WHEREAS, Mobile Home Industries, Inc., a Florida corporation, and the other owners of the property covered by said restrictions desire to amend said Declaration to clear up a conflict between Sections 7 and 8 of Article V. Section 8 of Article V, second sentence should read: "This subordination shall not relieve such property from liability for any assessments made and liens attaching to the property by reason thereof after the date the first mortgage holder acquired title in a foreclosure or voluntary transfer to avoid foreclosure."

Sections 2, 3, 4, and 5 of Article V describe the assessments the Association will make against the owners for maintenance of the common properties and services rendered to the owners. However, a different assessment was established for occupied and unoccupied lots, but no differential was made for first mortgage holders who acquired the property by foreclosure and were not being provided any services by the Association. It was the intent that such first mortgage holders who acquired title by foreclosure would pay only such special assessments for maintaining the common properties and other assessments for services actually used.

NOW, THEREFORE, WITNESSETH:

Article V, Section 8 of the Declaration of Covenants and Restrictions recorded May 17, 1976, in Official Records Book 50, Page 733, public records of Wakulla County, Florida, is hereby amended to provide as follows:

"Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon The Properties subject to assessment. This subordination shall not relieve such property from liability for any assessments made and liens attaching to the property by reason thereof after the date the first mortgage holder acquired title in a foreclosure or voluntary transfer to avoid foreclosure."

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WAKULLA COUNTY FLORIDA
STEWART TITLE

All other provisions in said Declaration of Covenants and Restrictions shall remain in full force and effect.

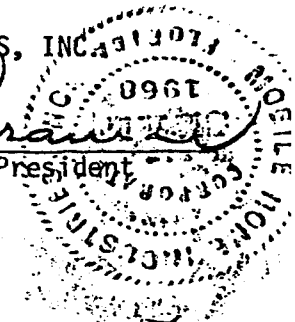
IN WITNESS WHEREOF, Mobile Home Industries, Inc., and other property owners of record in Paradise Village of Shell Point subdivision, has on this 15th day of July, A.D. 1976, caused this Amended Declaration of Covenants and Restrictions to be signed by its President, and its seal affixed hereto and all other said owners of record have hereunto set their hands and seals.

SIGNED IN THE PRESENCE OF:

Edna Wilkinson
Julia F. Healey

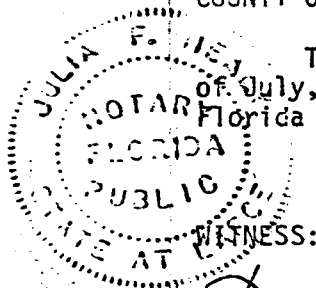
MOBILE HOME INDUSTRIES, INC.

By Julian Laramore
Julian Laramore, President



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of July, 1976, by Julian Laramore, President of Mobile Home Industries, Inc., a Florida corporation, on behalf of the corporation.



WITNESS:

Julia F. Healey
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Dec. 6, 1978
Bonded by American Fire & Casualty Co.

PROPERTY OWNERS

Richard Ray
Valda Cook

Allen

William Paupin
William Paupin

Robert L. Leland

William Paupin
William Paupin

Mary B. Fleeter

Patricia York
Richard Clay

Verna E. Byrd

Haris J. Tramm
Richard Clay

Robert Marshall

Haris J. Tramm
Richard Clay

Caroline F. Marshall

Richard Clay
Betty Moore

Charles L. Wilson

Richard Clay
Betty Moore

Joet G. Wilson

Richard Clay
James E. Shroy

William A. Langford by
Dennis Branch Jr. - Power of Attorney

3222

DEF. 51 772

James E. Selvey
F.P. Williams
R. Dawn Clay

James E. Selvey
Ann C. Wilson

STATE OF Florida
COUNTY OF Burns

Before me personally appeared E. C. Allen
to me well known and known to me to be the person(s) described in and who
executed the foregoing instrument, and acknowledged to and before me that
E. C. Allen executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal, this 15th day of July, 1976.
Notary Public, State of Florida at Large
My Commission Expires March 29, 1977
Bonded by American Fire & Casualty Co.

R. Dawn Clay
Notary Public

STATE OF Florida
COUNTY OF Alachua

Before me personally appeared R.A. Hightwood & Mary B. Hightwood
to me well known and known to me to be the person(s) described in and who
executed the foregoing instrument, and acknowledged to and before me that
R.A. Hightwood & Mary B. Hightwood executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal, this 15th day of July, 1976.

Chelma P. Pugh
Notary Public

STATE OF Florida
COUNTY OF Calhoun

Before me personally appeared Verna E. Byrd
to me well known and known to me to be the person(s) described in and who
executed the foregoing instrument, and acknowledged to and before me that
Verna E. Byrd executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal, this 16th day of July, 1976.
Notary Public, State of Florida at Large
My Commission Expires March 29, 1977
Bonded by American Fire & Casualty Co.

R. Dawn Clay
Notary Public

STATE OF Florida
COUNTY OF Leon

Before me personally appeared Robert A. Marshall and Dorothy F. Marshall
to me well known and known to me to be the person(s) described in and who
executed the foregoing instrument, and acknowledged to and before me that
Robert A. Marshall and Dorothy F. Marshall executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal, this 16th day of July, 1976.

Notary Public, State of Florida at Large
My Commission Expires March 29, 1977
Bonded by American Fire & Casualty Co.

R. Dawn Clay
Notary Public

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Charles A. Wilson and Janet G. Wilson
to me well known and known to me to be the person(s) described in and who
executed the foregoing instrument, and acknowledged to and before me that
Charles A. Wilson and Janet G. Wilson executed said instrument for the
purposes therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL, this 16th day of July, 1976

R. Dawn Clay
Notary Public
Notary Public, State of Florida at Large
My Commission Expires March 29, 1977
Bonded by American Fire & Casualty Co.

STATE OF Florida
 COUNTY OF Leon New Smyrna, Fla, P.O. #
 Before me personally appeared William F. ...
 to me well known and known to me to be the person(s) described in and who
 executed the foregoing instrument, and acknowledged to and before me that
William F. ... executed said instrument for the
 purposes therein expressed.
 WITNESS my hand and official seal, this 15th day of July, 1976.
 Notary Public, State of Florida at Large
 My Commission Expires March 29, 1977
 Bonded by American Fire & Casualty Co. R. Wilson
 Notary Public

STATE OF Florida
 COUNTY OF Alachua
 Before me personally appeared Ann C. Wilson
 to me well known and known to me to be the person(s) described in and who
 executed the foregoing instrument, and acknowledged to and before me that
Ann C. Wilson executed said instrument for the
 purposes therein expressed.
 WITNESS my hand and official seal, this 20th day of July, 1976.
 Notary Public, State of Florida at Large
 My Commission Expires March 29, 1977
 Bonded by American Fire & Casualty Co. R. Wilson
 Notary Public