

This Instrument Prepared By:
Suzanne Blankenship, Esquire
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32503
Our File No. 12480-143799

CERTIFICATE OF AMENDMENT
AND
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF INNERARITY ISLAND

Note to Recorder: Pursuant to Fla. Stat. 712.05(2)(b), please index under the legal name of Innerarity Island Association, Inc. for the preservation of the Declaration of Covenants, Conditions and Restrictions of Innerarity Island, recorded in Official Records Book 7301, Page 300, all in the Public Records of Escambia County, Florida.

WHEREAS, this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Innerarity Island (the "Declaration") was approved by the affirmative vote of a two-thirds majority of the voting power of the Association in accordance with Article V, Section 6 of the Declaration at a particular meeting of the members held April 30, 2024;

WHEREAS, the revived Declaration was recorded in the Public Records of Escambia County, Florida at Official Records Book 7301, Page 300; and

WHEREAS, the Association and its members wish to amend certain provisions of Article II of the Declaration regarding accessory structures, construction deposits, and restrictions on rentals.

NOW THEREFORE, the Association records this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Innerarity Island attached to this instrument and incorporated herein as Exhibit "A" by the affirmative vote of a two-thirds majority of the voting power of the Association at a particular meeting of the members held April 30, 2024.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed in its name by its President and attested to by its Secretary, this 13 day of June, 2024.

Witnesses:

Zach Harris
Print Name: Zachary Harris
Address: 30 S. Spring Street
Pensacola, FL 32502
Lindsay B.
Print Name: Lindsay Bowler
Address: 30 S. Spring St.
Pensacola, FL 32502

INNERARITY ISLAND ASSOCIATION,
INC., a Florida not-for-profit corporation

Kelly Gontarski
Kelly Gontarski, its President
c/o Etheridge Property Management
908 Gardengate Circle
Pensacola, FL 32504


STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 3rd day of June, 2024, by Kelly Gontarski, President of Innerarity Island Association, Inc.

Lindsay D. Boulter
NOTARY PUBLIC

Personally Known
OR
 Produced Identification
Type of Identification Produced _____

ATTEST: Brady P. Barton
BRADY P. BARTON, Its Secretary


 LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2026
Commission No. HH 288435

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 3rd day of June, 2024, by Brady Barton, Secretary of Innerarity Island Association, Inc.

Lindsay D. Boulter
NOTARY PUBLIC

Personally Known
OR
 Produced Identification
Type of Identification Produced Military ID

 LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2026
Commission No. HH 288435

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF INNERARITY ISLAND

“Substantial rewording. See governing documents for current text.”

Article II, Section 17 of the Declaration shall be amended as follows:

17. Accessory Structures and Other Improvements. No buildings except a residential dwelling and such buildings that are usually accessory structures thereto, including but not limited to, sheds, garages, cottages, and workshops, shall be constructed, placed, or permitted to remain on any lot. Any accessory structure to a residential dwelling must be approved by the Association in conformance with Article II.2. prior to commencing construction, must conform with the aesthetics of the main residential dwelling, and must comply with all applicable federal, state, and local permits, laws, regulations, and ordinances. No accessory structure to a residential dwelling may exceed one-story and 168 square feet in size. An accessory structure to a residential dwelling may be supported by a concrete base or anchored in a manner to ensure structural integrity. Other improvements, including, but not limited to, swimming pools, fences, mailboxes, boathouses and driveways, must be approved by the Association prior to commencing construction as compatible to the natural surroundings, in conformance with the general aesthetic appearance of the buildings and landscaping on the parcel and surrounding parcels, and must comply with all applicable federal, state, and local permits, laws, regulations, and ordinances.

Article II, Section 21 of the Declaration shall be amended and added as follows:

21. Architectural Control Committee; Construction Deposits. All architectural decisions or approvals of the Association shall be made by an architectural control committee (“ACC”) of at least three members appointed by and serving at the pleasure of the Board. The ACC is hereby authorized to adopt, modify and publish architectural guidelines and standards (“Architectural Guidelines”) consistent with this Declaration to provide further detail and specificity regarding the location, size, type, or appearance of any structure or other improvement on a parcel and standards for the external appearance of any structure or improvement. The Association is authorized to collect a deposit (“Construction Deposit”) which is due and payable prior to commencement of construction from any member to pay for expenses that may be incurred as a result of construction on the member’s parcel. These expenses may include or relate to, but are not limited to, any physical damage, reasonably perceived community impact or governmental demand or action involving the private roads, trees, drainage system, stormwater runoff, environmental impact or any other reasonable expenditure made by the Association due to the impact of the project as determined by the ACC in its discretion for the protection of the community. These funds must be maintained separately, administered according to Florida Statute 720.303(8)(d) (as amended from time to time) and may not be commingled with any other Association funds. The Construction Deposit shall be \$1500.00 for “major construction”. Major construction shall be defined as any construction whatsoever upon an unimproved parcel and any substantial remodeling or alterations on an improved parcel as determined by the ACC. The ACC may also impose a lesser amount for other construction deemed minor in nature if warranted by the circumstances.

Article II, Section 22 of the Declaration shall be amended and added as follows:

22. Restrictions on Rentals. The following rental restrictions are hereby imposed upon the rental of any parcel or lot as such terms may be used interchangeably. These rental restrictions shall apply to rental agreements or arrangements of any kind:

- a. The rental of a parcel for more than three times in a calendar year shall be strictly prohibited;
- b. The rental of a parcel for a term of less than 6 months shall be strictly prohibited;
- c. No parcel shall be rented except in its entirety (i.e., the rental of only a portion including, but not limited to, individual rooms, pool, yard, garage, or accessory structures to the residential dwelling is strictly prohibited);
- d. All rental agreements or arrangements of any kind must be in writing and shall be provided to the Association upon request to confirm compliance with this section.
- e. The owner of a parcel must provide contact information (including name, e-mail address, and telephone number) for the owner of the lot, the rental agent (if applicable), and the tenant to the Association;
- f. Owners of parcels may not allow tenants to sublet such owner's parcel to any other party; and
- g. Each member, tenant, tenant's family, guests, occupants, and other invitees is governed by, and must comply with the provisions of Chapter 720 of the Florida Statutes, this Declaration, other governing documents of the community, and the rules of the Association which are expressly incorporated into any lease or rental agreement, and any violation of the governing documents of Innerarity Island shall be a default under the terms of any lease, rental agreement or arrangement.

In addition to any other remedies to which it may be entitled under the governing documents, Chapter 720, or otherwise, the Association has the authority to levy reasonable fines for any violation of the Declaration, the Association Bylaws, or reasonable rules of the Association in accordance with Florida Statute 720.305 (as amended from time to time) against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply. Notwithstanding, the following shall also apply specifically for any violation of this Section 21: A fine may not exceed \$1,000 per violation against any member or any member's tenant, guest, or invitee for the failure of the member or its occupant, licensee, or invitee to comply with this Section 21. A fine may be levied by the Board for each day of a continuing violation of this Section 21, with a single notice and opportunity for hearing, with an aggregate cap amount of \$10,000. Any new rental attempts to a different tenant or non-continuous in nature shall be treated as new, and not continuing, violations. Any fine of \$1,000 or more for any violation of this Section 21 shall become a lien against a parcel by the recording of a claim of lien against the lot in Escambia County and may be foreclosed in the same manner as the foreclosure of assessments. In any action to recover a fine (including, but not limited to, lien foreclosure), the prevailing party is entitled to recover reasonable attorney fees and costs.