

CHANAN ESTATES

P.O. Box 2620

Fort Walton Beach, FL 32549

(850) 226-8811

admin@panhandlepropertygroup.com

Date: 2/25/22

To: Chanan Estates Owners

From: Chanan Estates P.O.A.

RE: NEW AMMENDMENTS TO THE CHANAN ESTATES GOVERNING DOCS

Dear Homeowner,

This letter is to inform you of recent amendments to the Chanan Estates Declaration of Covenants, Conditions and Restrictions. The included documents contain the details of these recently recorded amendments.

If you should have questions about these amendments please feel free to contact our office for more information.

Sincerely,

Jon McLeod

Jon McLeod C.A.M

On behalf of the Chanan Estates Board of Directors

This instrument prepared by:

Leslie D. Sheekley, Esq.
HAND ARENDALL HARRISON SALE LLC
35008 Emerald Coast Parkway, Fifth Floor
Destin, FL 32541
(850) 650-0010

CERTIFICATE OF AMENDMENT

NOTICE IS HEREBY GIVEN that, pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements of Chanan Estates, recorded at Official Records Book 2567, Page 4090 of the Public Records of Okaloosa County, Florida ("Declaration"), at a duly called and properly noticed meeting of the members of the Chanan Estates Property Owners Association, Inc., initially noticed for November 16, 2021 and adjourned to December 21, 2021, at which a quorum was present and approved by the requisite number of votes of the membership interests, Article XV, Section 1 of the Declaration is amended as reflected in the attached Exhibit "A" entitled "Schedule of Amendments".

IN WITNESS WHEREOF, Chanan Estates Property Owners Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed on this 18 day of Feb, 2022.

CHANAN ESTATES PROPERTY OWNERS ASSOCIATION, INC.

By: *Pamela Thoma*
Pamela Thoma, President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 18 day of FEBRUARY, 2022, by PAMELA THOMA, as President and on behalf of Chanan Estates Property Owners Association, Inc., who is personally known to me or produced the following identification _____.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/25/2023

Attest:
[Signature]
Teddy Miller, Secretary



Sean Hassett
Notary Public
State of Florida
My Commission Expires 12/25/2023
Commission No. GG 942215

EXHIBIT "A"

SCHEDULE OF AMENDMENTS

Article XV, Section 1 of the Declaration of Covenants, Conditions, Restrictions and Easements for Chanan Estates, is amended as follows:

[Double-underlines indicate additions. ~~Strike-throughs~~ indicate deletions]

Section 1. Amendment. ~~This Declaration may be amended unilaterally by Developer at any time until the transition of control of the Association from the Developer to non-developer members of the Association (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration. However, any such amendment shall not adversely affect the title to any Owner's Lot unless the Owner consents to the amendment in writing. Further, until the transition of control of the Association from the Developer to non-developer members of the Association, Developer may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any Lot without the consent of the affected Owner.~~

~~In addition to the above, ¶~~This Declaration may be amended upon the affirmative vote, or written consent, or any combination of affirmative vote and written consent, of two-thirds (2/3) of votes cast by Owners in person or by proxy at a meeting at which there is a quorum holding at least two-thirds (2/3) of the Voting Interests. As long as Developer has the right to appoint and remove any directors and officers of the Association as provided in Article IV, Part A, Section 2 of the Bylaws, any amendment to this Declaration shall require the written consent of Developer. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of this Declaration which reserves, grants, or exempts special rights or exemptions to Developer shall be amended without Developer's prior written consent so long as Developer owns any property in the Community primarily for development and/or sale.