

THIS INSTRUMENT
PREPARED BY:
EDMUND W. HOLT ✓
ATTORNEY AT LAW
3 W. Garden St.
Suite 408 Blount Bldg.
Pensacola, FL 32501

6500

SECOND AMENDMENTS
TO
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
OAK KNOLLS ESTATES

0-2
500K 1881 MAY 27

THESE AMENDMENTS, made on the date hereafter set forth by not less than 90% of the lot owners of Oak Knolls Estates, an unrecorded town home subdivision in that portion of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, hereinafter referred to as "Declarant", are made to the declaration of covenants, conditions, and restrictions of Oak Knoll Estates made on the 19th day of December, 1979, and recorded in Official Records Book 1473, beginning at page 222 of the public records of Escambia County, Florida, which except as hereby amended are hereby reaffirmed and incorporated by reference into these second amendments for all intents and purposes, except as previously amended by that certain First Amendments to Declarations, Conditions and Restrictions of Oak Knolls Estates, recorded in Official Record Book 1480, beginning at page 849 of the public records of Escambia County, Florida.

WHEREAS, Declarants are the owners of Oak Knolls Estates, an unrecorded town home subdivision, the legal description of which is described in that certain Declaration of Covenants, Conditions, and Restrictions of Oak Knolls Estates, as recorded in Official Record Book 1437, commencing at page 222, of the public records of Escambia County, Florida and referred to above, which, by reference is incorporated into and made a part of these amendments, and,

WHEREAS, Declarants desire to amend certain of said easements, restrictions, covenants, and conditions of the Declaration of Covenants, Conditions, and Restrictions referred to above, for the purpose of better protecting the value and desirability of the real property,

NOW, THEREFORE, Declarants hereby declare that all of the properties described in the Declaration of Covenants, Conditions, and Restrictions of Oak Knolls Estates, referred to above, shall be held, sold, and conveyed subject to those certain easements, restrictions, covenants, and conditions contained in the certain Declaration of Covenants, Conditions, and Restrictions of Oak Knolls Estates, as existing or previously amended, except, that the following provisions of the same shall be amended as follows and that the following amendment shall also run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, the heirs, successors, and assigns and shall also inure to the benefit of each owner thereof.

ARTICLE I

PROPERTY RIGHTS

There shall be added a Section 3 as follows:

Section 3. Limitations of Use. With respect to the easements existing in the rear of each building in the subdivision, no standard size road vehicles, including trucks, shall be parked or driven across or upon the area covered by the easements to the rear of each building in the subdivision, other than emergency vehicles. An owner or any guest, tenants, family, or contract purchasers of the owner may obtain written permission, signed by a majority of the Board of Directors of the Oak Knolls Estates Home Owners Association, Inc. for purposes of permitting any type of standard size road vehicle or larger to be driven upon the rear easement in instances of emergency or absolute need. The owner shall be responsible for any and all reasonable cost of damage which might be sustained to the area, including the sprinkler system located in the rear easement caused by him or any one acting under his authority,

or permission, or consent. In the event any construction is undertaken in the rear of any building, the owner of the lot shall be responsible to remove and clean-up all debris which might be placed upon the rear easement. This limitation and responsibility of use of the easement in the rear of each building is imposed due to the fragile nature of the sprinkler system buried throughout the area to the rear of each building, and to ensure that there is no damage or obstruction created in the area to the rear of each building upon which the easement exists.

ARTICLE III

0.9 1881 MAY 28
BOOK

MEMBERSHIP AND VOTING RIGHTS

Section 2. The Association shall have one class of voting membership. All of the Class "B" members previously existing has ceased and been converted to Class "A" membership in that as of May 30, 1983, the total votes outstanding in Class "A" membership equaled and exceeded the total votes outstanding in the Class "B" membership. The members shall be all owners of the lots of the unrecorded townhouse subdivision and they shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. Maximum annual assessments. The maximum annual assessment per lot shall be \$420.00 payable quarterly in advance at the rate of \$105.00 per lot. The Board of Directors of the Association shall be authorized to require such payments to be made through a mortgage company, a bank, the Association itself, or such other agencies as the Directors may select from time to time.

(a) From and after January 1st of each year, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 10% by a vote of 2/3 of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 5. Notice and Quorum for any action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE VIII

GENERAL PROVISIONS

Section 5. FHA/VA Approval. In as much as there is no longer a class "B" membership, the prior approval of the Federal Housing Administration or the Veterans Administration is not required for annexation of additional properties, mergers and

consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of the articles under the Declaration of Covenants, Conditions, and Restrictions of Oak Knolls Estates.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have heretofore set their hands and seals this 6th day of January, 1984.

BOOK 1881 PAGE 29

John Phillips

Signed, sealed and delivered in the presence of:

Address: 6041 Lebanon Rd

Virginia H. West
Kathryn Proctor

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by Kathryn Proctor this 6th day of January, 1984.

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85



The foregoing instrument was acknowledged before
me by _____
this ____ day of _____, 1984.

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

Book 1981 PAGE 30

Signed, sealed and delivered
in the presence of:

Marilyn A. Shuehl
James L. Langg
STATE OF Florida
COUNTY OF Escambia

Address: 6071 Hilborn Rd

The foregoing instrument was acknowledged before
me by M. Anne Brown
this 14 day of January, 1984

Marilyn A. Shuehl
Notary Public
My Commission Expires Dec 22 1984
Notary Public, State of Florida at Large
My Commission Expires Dec 22 1984
Renewed by Notary Public & Notary Commission
7-24-87



Signed, sealed and delivered
in the presence of:

Marilyn A. Shuehl
James L. Langg
STATE OF Florida
COUNTY OF Escambia

Philip M. Thiery
Address: 6055 Hilborn Road

The foregoing instrument was acknowledged before
me by Philip M. Thiery
this 14 day of Jan, 1984.

Marilyn A. Shuehl
Notary Public
My Commission Expires Dec 22 1984
Notary Public, State of Florida at Large
My Commission Expires Dec 22 1984
Renewed by Notary Public & Notary Commission
7-24-87



Signed, sealed and delivered
in the presence of

Virginia H. West
Kathryn Proctor

STATE OF Florida
COUNTY OF Escambia

Address: _____

BOOK 1981 PAGE 31

The foregoing instrument was acknowledged before
me by Kathryn Proctor
this 6th day of January, 1984

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of

Virginia H. West
Kathryn Proctor

STATE OF Florida
COUNTY OF Escambia

Address: _____

The foregoing instrument was acknowledged before
me by C. P. Fausch
this 6th day of January, 1984,

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia H. West
Kathryn Proctor

STATE OF Florida
COUNTY OF Escambia

Leie L. Schwartz
Address: 6085 Wilbur Rd

Notary Public 1881 PAGE 32

The foregoing instrument was acknowledged before
me by Leie L. Schwartz
this 6 day of January, 1984

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Leie L. Schwartz
6085 Wilbur Rd

Signed, sealed and delivered
in the presence of:

Virginia H. West
Kathryn Proctor

STATE OF Florida
COUNTY OF Escambia

Address: _____

The foregoing instrument was acknowledged before
me by L. B. Proctor
this 6 day of January, 1984,

Kathryn Proctor
Notary Public

My Commission Expires 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of

Virginia H. West
Kathryn Proctor

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before
me by Florence M. Ebel
this 6th day of January, 1984

Address: _____

B-2
BOOK 1881 PAGE 33

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of

Virginia H. West
Kathryn Proctor

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before
me by Clare M. O'Donnell
this 6th day of January, 1984,

Address: _____

Kathryn Proctor
Notary Public

My Commission Expires 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia H. West
Rathyn Proctor

STATE OF Florida
COUNTY OF Escambia

Russell A. Scruggs Jr.
Address: 6260 Hillman Rd.

NOTARY PUBLIC
1981 PAGE 34

The foregoing instrument was acknowledged before
me by Russell A. Scruggs Jr.
this 6 day of January, 1984

Rathyn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia H. West
Rathyn Proctor

STATE OF Florida
COUNTY OF Escambia

Charlotte Moore
6077 Hillburn Rd.

Address: _____

The foregoing instrument was acknowledged before
me by Charlotte Moore
this 6 day of January, 1984,

Rathyn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia H. West
Rathun Proctor

STATE OF Florida

COUNTY OF Escambia

Deborah S. Shugh
Address: 6095 Hillburn Road

D.R.
BOOK 1881 PAGE 35

The foregoing instrument was acknowledged before
me by Deborah S. Shugh
this 6th day of January, 1984

Rathun Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Marilyn A. Shugh
6

Signed, sealed and delivered
in the presence of:

Virginia H. West
Rathun Proctor

STATE OF Florida

COUNTY OF Escambia

Address: 6057 Hillburn Rd

The foregoing instrument was acknowledged before
me by Marilyn A. Shugh
this 6th day of January, 1984,

Rathun Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia H. Proctor
Kathryn Proctor

STATE OF Florida

COUNTY OF Escambia

Charles Proctor
Address: 6075 Hillburn Rd

02
300 1881 WEE 36

The foregoing instrument was acknowledged before
me by Cap Proctor
this 6 day of January, 1984

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Winifred K. Andrews

Signed, sealed and delivered
in the presence of:

Virginia H. Proctor
Kathryn Proctor

STATE OF Florida

COUNTY OF Escambia

Address: 6093 Hillburn Road

The foregoing instrument was acknowledged before
me by Winifred K. Andrews
this 6 day of January, 1984,

Kathryn Proctor
Notary Public

My Commission Expires 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Joseph Proctor
Kathryn Proctor

STATE OF Florida
COUNTY OF Escambia

Virginia H. West
Address: 1079 Hillburn Road

D.R.
BOOK 1881 PAGE 37

The foregoing instrument was acknowledged before
me by Virginia H. West
this 6th day of January, 1984

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Marilyn G. Shuehl
Frank L. Highsmith

STATE OF Florida
COUNTY OF Escambia

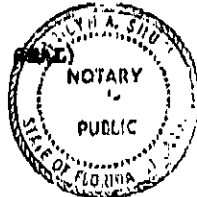
Frank L. Highsmith
Address: 6087 Hillburn Rd

The foregoing instrument was acknowledged before
me by Frank L. Highsmith
this 4th day of June, 1984.

Marilyn G. Shuehl
Notary Public

Notary Public, State of Florida at Large
My Commission Expires 1-23-85

(NOTARY SEAL)



Signed, sealed and delivered
in the presence of:

Marilyn A. Shuck

Jeanette S. Suggs

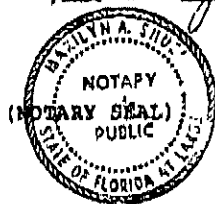
STATE OF Florida

COUNTY OF Essex

Jack W. Reese
Address: 6075 Hilburn Rd.

D.R.
BOOK **1891** PAGE **38**

The foregoing instrument was acknowledged before
me by Jack Reese
this 4 day of June, 1984



Marilyn A. Shuck
Notary Public
Notary Public, State of Florida at Large
My Commission Expires 12/31/87

Signed, sealed and delivered
in the presence of:

Marilyn A. Shuck

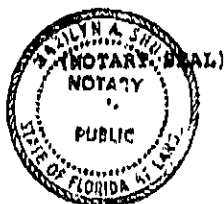
Jeanette S. Suggs

STATE OF Florida

COUNTY OF Essex

J. H. Saunders
Address: 6061 HILBURN RD.

The foregoing instrument was acknowledged before
me by J. H. Saunders
this 4 day of June, 1984,



Marilyn A. Shuck
Notary Public
Notary Public, State of Florida at Large
My Commission Expires 12/31/87

Signed, sealed and delivered
in the presence of:

Marilyn A. Shuck

Jeanette Samuels

STATE OF Florida

COUNTY OF Casco

Address: 6047 Wilbur Rd

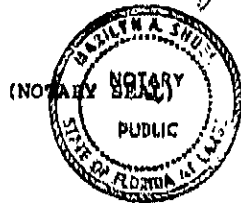
BOOK 1881 PAGE 39

The foregoing instrument was acknowledged before
me by Harold E. Hall
this 4 day of June, 1984

Marilyn A. Shuck
Notary Public

Notary Public, State of Florida at Large

My Commission Expires 7/24/87



Signed, sealed and delivered
in the presence of:

Marilyn A. Shuck

Jeanette Samuels

STATE OF Florida

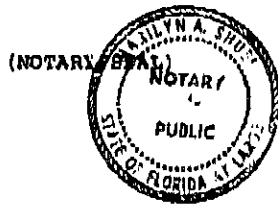
COUNTY OF Casco

Address: 6069 Wilbur Rd

The foregoing instrument was acknowledged before
me by Deane R. Halvorsen
this 15 day of June, 1984,

Marilyn A. Shuck
Notary Public

My Commission Expires 7/24/87



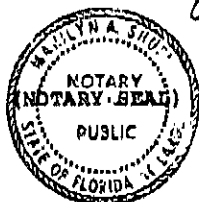
Signed, sealed and delivered
in the presence of:

Marilyn A. Shuck
Jeanette B. Sengstack
STATE OF Florida
COUNTY OF Escambia

Address: 6083 Hillman Rd

Book 1881 PAGE 40

The foregoing instrument was acknowledged before
me by Judy C. Sengstack
this 25 day of June, 1984



Marilyn A. Shuck
Notary Public

My Commission Expires: 7/24/87

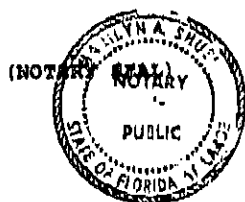
Jacqueline Strickland
6083 Hillman Rd

Signed, sealed and delivered
in the presence of:

Marilyn A. Shuck
Jeanette B. Sengstack
STATE OF Florida
COUNTY OF Escambia

Address: _____

The foregoing instrument was acknowledged before
me by Jacqueline Strickland
this 16 day of June, 1984.



Marilyn A. Shuck
Notary Public

My Commission Expires 7/24/87

Signed, sealed and delivered
in the presence of:

Marilyn A. Shuch
Jamie L. Langgip
STATE OF Florida
COUNTY OF Essex

Address: _____

BOOK 1881 PAGE 41

The foregoing instrument was acknowledged before
me by Kathryn D. Proctor
this 5 day of Jan, 1984

Marilyn A. Shuch
Notary Public

My Commission Expires: 7/24/87



Kathryn D. Proctor
6083 Wilbur Rd

Address: _____

Signed, sealed and delivered
in the presence of:

Marilyn A. Shuch
Jamie L. Langgip
STATE OF Florida
COUNTY OF Essex

The foregoing instrument was acknowledged before
me by Kathryn D. Proctor
this 5 day of Jan, 1984,

Marilyn A. Shuch
Notary Public

My Commission Expires: 7/24/87



consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of the articles under the Declaration of Covenants, Conditions, and Restrictions of Oak Knolls Estates.

DA 1881 PAGE 42

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have heretofore set their hands and seals this 30th day of January, 1984.

Signed, sealed and delivered in the presence of:

[Signature]

STATE OF Florida
COUNTY OF Essex

Address: 1213 Crighton Rd
Annexa FL 3204

The foregoing instrument was acknowledged before me by [Signature] this 30th day of January, 1984.

Notary Public
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 27 1986
My Commission EXPIRES GENERAL INS. UNDERWRITERS

(NOTARY SEAL)

Signed, sealed and delivered in the presence of:

[Signature]

STATE OF Florida
COUNTY OF Essex

Address: 6510 Faber St
Annexa FL 3206

The foregoing instrument was acknowledged before me by [Signature] this 30th day of January, 1984.

Notary Public
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 27 1986
My Commission EXPIRES GENERAL INS. UNDERWRITERS

(NOTARY SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
Marilyn A. Huel
STATE OF Florida
COUNTY OF Essex

Address: 6054 Wilbur Rd

Sworn to and subscribed before me this 2nd day of February, 1984.

[Signature]
Notary Public
My commission expires: 7/29/84

