

65-00
THIS INSTRUMENT
PREPARED BY:
EDMUND W. HOLT
ATTORNEY AT LAW
3 W. Garden St.
Suite 408 Blount Bldg.
Pensacola, FL 32501

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

1881 NOV 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

1881 pg 28

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 areas, dedication of common areas, 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
29th day of January, 1984.

1881 no 29

Rich Phillips

Signed, sealed and delivered
in the presence of:

Virginia West
Kathy Grueter

STATE OF Florida

COUNTY OF Escambia

me by Virginia West The foregoing instrument was acknowledged before
this 29th day of January, 1984.

Kathy Grueter
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:

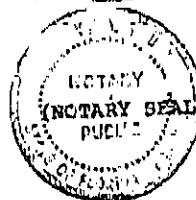
Marilyn A. Shuel
Janice L. Savage
STATE OF Florida
COUNTY OF Escanaba

Address: 6071 Nelson Rd

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

Marilyn A. Shuel

Notary Public

Notary Public, State of Florida at Large
Commission Expires Dec 22, 1987
7-24-87

Signed, sealed and delivered
in the presence of:

Marilyn A. Shuel
Janice L. Savage
STATE OF Florida
COUNTY OF Escanaba

Address: 6075 Nelson Road

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

Marilyn A. Shuel

Notary Public

Notary Public, State of Florida at Large
My Commission Expires Dec 22, 1987
7-24-87

Kathryn Jolough
1051 Hiburn Road

Signed, sealed and delivered
in the presence of

Virginia J. Nest
Kathryn Proctor

STATE OF Florida

COUNTY OF Escanaba

Address: _____

Book 1881 page 31

The foregoing instrument was acknowledged before
me by Kathryn Jolough
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 J. Nest
Kathryn Proctor

STATE OF Florida

COUNTY OF Escanaba

Address: _____

The foregoing instrument was acknowledged before
me by C. J. Jolough
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 A. West
Katherine Proctor
STATE OF Florida
COUNTY OF Escanaba

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

Katherine Proctor
Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia A. West
Katherine Proctor
STATE OF Florida
COUNTY OF Escanaba

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

Katherine Proctor
Notary Public

My Commission Expires 1-23-85

(NOTARY SEAL)

Glenn M. Ebel
6055 Hibburn Rd.

Signed, sealed and delivered
in the presence of: Address:

Virginia H. Hart
Kathryn Proctor

STATE OF Florida

COUNTY OF Escanaba

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

Notary Public

My Commission Expires: 1-23-85

(NOTARY SEAL)

Clene M. O'Donnell
6055 Hibburn Rd.

Address: Escanaba, Fla

Signed, sealed and delivered
in the presence of:

Virginia H. Hart
Kathryn Proctor

STATE OF Florida

COUNTY OF Escanaba

The foregoing instrument was acknowledged before
me by Clene M. O'Donnell
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 L West
Kathryn Proctor

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before
me by Russell A. Scrupe Jr.
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 L West
Kathryn Proctor

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before
me by Charlotte Moore
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 A. West
Kathryn Proctor
STATE OF Florida
COUNTY OF Escambia

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

Deborah J. Stough
Address: 6095 Hibiscus Lane

BOOK 1881 PAGE 35

Notary Public
My Commission Expires: 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia A. West
Kathryn Proctor
STATE OF Florida
COUNTY OF Escambia

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

Marilyn A. Shugh
Address: 6057 Hibiscus Rd.

Notary Public
My Commission Expires 1-23-85

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia A. West
Kathryn Proctor
STATE OF Florida
COUNTY OF Escambia

me by Carol Prosch
this 6th day of January, 1984

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Virginia A. West
Kathryn Proctor
STATE OF Florida
COUNTY OF Escambia

me by Winfred K. Andrews
this 10th day of January, 1984,

(NOTARY SEAL)

David P. West
Address: 607 1/2 Hilkum Rd

Notary 1881 # 36

Kathryn Proctor
Notary Public

My Commission Expires: 1-23-85

Winfred K. Andrews

Address: 609 1/2 Hilkum Road

Kathryn Proctor
Notary Public

My Commission Expires 1-23-85

Signed, sealed and delivered
in the presence of:

IN THE PRESENCE OF
Leah Proctor
Roxanne Proctor
STATE OF Florida
COUNTY OF Escambia

the foregoing instrument was acknowledged before
me by Virginia A. West
this 6th day of January, 1984 Kathryn G. Rector

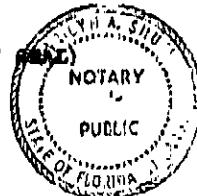
(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

State of Florida
Department of
STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before
me by Heber J. Highsmith
this 4th day of January 1983. James B. Shinn

(NOTARY PUBLIC)

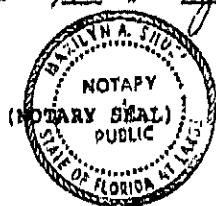


Page 11 of 16

Signed, sealed and delivered
in the presence of:

Marie A. Bush
Jewell L. Bryant
STATE OF Florida
COUNTY OF Pasco

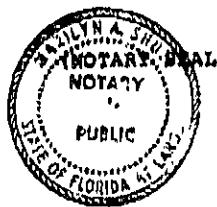
The foregoing instrument was acknowledged before
me by Jack Green
this 14th day of January, 1984.



Signed, sealed and delivered
in the presence of:

27001 Florida 1980
Franklin County
STATE OF Florida
COUNTY OF Franklin

The foregoing instrument was acknowledged before
me by John A. Shue
this 14 day of June 1984. John A. Shue



Address: 6075 Hibburn Rd.

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Address: 6061 HILBURN Rd.

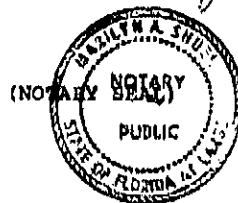
6061 HILBURN RD.

My Commission Expires Dec 31, 1970

Signed, sealed and delivered
in the presence of:

Marilyn A. Shull
Janice L. Sammons
STATE OF Florida
COUNTY OF Escambia

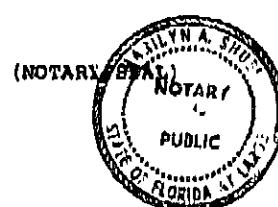
The foregoing instrument was acknowledged before
me by Marilyn A. Shull
this 4 day of Jan, 1984



Signed, sealed and delivered
in the presence of:

Marilyn A. Shull
Janice L. Sammons
STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before
me by Deege R. Holwesem
this 15 day of Jan, 1984.



Donald E. Hall
Address: 6047 Hibiscus Rd

BOOK 1881 PAGE 39

Marilyn A. Shull
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Dec 27, 1987

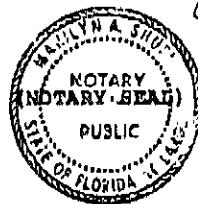
Deege R. Holwesem
Address: 6049 Hibiscus Rd

Marilyn A. Shull
Notary Public
My Commission Expires 7/24/87

Signed, sealed and delivered
in the presence of:

Jacqueline Strickland
Janice L. Sengen
STATE OF Florida
COUNTY OF Escambia

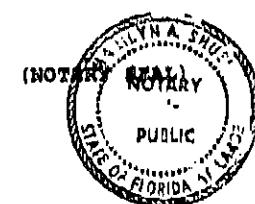
The foregoing instrument was acknowledged before
me by Judy C. Sagi
this 15 day of Jan, 1984



Signed, sealed and delivered
in the presence of:

Jacqueline Strickland
Janice L. Sengen
STATE OF Florida
COUNTY OF Escambia

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



Judy C. Sagi
Address: 6083 Willow Rd

1981 40

The foregoing instrument was acknowledged before
me by Judy C. Sagi
this 15 day of Jan, 1984

Notary Public

My Commission Expires: 7/24/87

Jacqueline Strickland
6083 Willow Rd

Address: _____

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

Notary Public

My Commission Expires: 7/24/87

Signed, sealed and delivered
in the presence of:

Address: _____

6081 Redhaze Dec

6081 Billings Oct

George le Sangoy

STATE OF Florida

COUNTY OF Escondido

The foregoing in

The foregoing instrument was acknowledged before
me by Kathy D. Carter this 5 day of June, 1984 Suzanne A. Marshall
NOTARY PUBLIC

Block 1881 page 41



Signed, sealed and delivered
in the presence of:

Address: _____

Desertina o blanca
Cande la lengua

STATE OF Florida

SEARCHED 100-1000

COUNTY OF Secaucus

The foregoing instrument was acknowledged before
me by *Kathleen Rector*

THIS 15th DAY OF JUNE 1984, MARILYN R. SMITH

—  —

1993-03-12 10:21:00

My Commission Expires 11/11/11

NOTARY PUBLIC
NOTARY PUBLIC



consolidations, mortgaging of common areas, dedication of common areas, 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 22nd day of January, 1984.

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Signed, sealed and delivered in the presence of:

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by John J. Searle this 20th day of January 1984.

Address: 1213 Creighton Rd
Escambia FL 32504

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

(NOTARY SEAL)

Signed, sealed and delivered in the presence of:

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by John J. Searle this 20th day of January, 1984.

Address: 6510 Fabiano St
Escambia FL 32506

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

(NOTARY SEAL)

Signed, sealed and delivered in the presence of:

Marilyn A. Shulz
STATE OF Florida
COUNTY OF Escambia

Address: 6059 Welford Rd.
Sworn to and subscribed before me this 2nd day of February, 1984. NOTARY

Marilyn A. Shulz
Notary Public

My commission expires 7/27/84

