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Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2022028450 3/21/2022 11:38 AM  
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**CERTIFICATE OF RECORDING**  
**DECLARATION OF OAK KNOLLS ESTATES**

We, Wandy Samuel, President of Oak Knolls Estates Homeowners Association, Inc. and Kevin Curry, Secretary of Oak Knolls Estates Homeowners Association, Inc. (hereinafter "Association"), certify that we have executed the revived declaration and other governing documents approved by the Florida Department of Economic Opportunity in the name of the Association and hereby record the attached documents with the Clerk of Court of Escambia County, Florida, which is the county where the affected parcels are located. The following documents are attached hereto and incorporated herein:

1. Declaration of Covenants, Conditions and Restrictions of Oak Knolls Estates (the "Declaration").
2. Certified copy of the Articles of Incorporation (as Exhibit "C" to the Declaration).
3. Bylaws of the Association (as Exhibit "D" to the Declaration).
4. Letter of approval from Department of Economic Opportunity.
5. Legal description of each affected parcel of property (as Exhibit "B" to the Declaration).

Dated this 18<sup>th</sup> day of March, 2022.

Oak Knolls Estates Homeowners Association, Inc.  
a Florida Not-for-Profit Corporation

By:   
Wandy Samuel, Its President

ATTEST:

Kevin Curry  
Kevin Curry, Its Secretary

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or  
[ ] online notarization, this 18<sup>th</sup> day of March 2022, by Wandy Samuel, as President  
Oak Knolls Estates Homeowners Association, Inc. who is personally known to me or who  
produced FL Drivers License as identification.



LINDSAY D. BOULTER  
Notary Public, State of Florida  
My Comm. Expires Sept. 23, 2022  
Commission No. GG261131

Lindsay Boulter  
NOTARY PUBLIC  
Print Name: Lindsay Boulter  
Notary Public, State of Florida  
Commission Number GG261131  
My Commission Expires: 9/23/22

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or  
[ ] online notarization, this 18<sup>th</sup> day of March 2022, by Kevin Curry, as Secretary of  
Oak Knolls Estates Homeowners Association, Inc. who is personally known to me or who  
produced FL Drivers License as identification.



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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAK KNOLLS ESTATES

This Declaration (herein referred to as the "Declaration" or "Revived Declaration") is made by the written agreement of a majority of the affected parcel owners in Oak Knolls Estates (an unrecorded townhome subdivision in that portion of Section 29, Township 1 South, Range 30 West, Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

Toho, Inc., a Florida Corporation (herein referred to as "Declarant") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 1473, Page 222 in the Public Records of Escambia County, Florida. These covenants, conditions, restrictions and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

Pursuant to authority granted under Chapter 720, Part III, Florida Statutes, the organizing committee consisting of Wandy Samuel, Kevin Curry, and Rodney Eagerton, does hereby submit these covenants, restrictions, reservations and servitudes for revival (hereinafter referred to as the "Revived Declaration"). It is hereby declared that, subject to the provisions hereof, all of the property described in Exhibit "A" attached hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof. The attached Exhibit "B" more particularly identifies each Lot and other real property that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners. The Articles of Incorporation for the Oak Knolls Estates Homeowners Association, Inc. ("Association") are attached as Exhibit "C". The Bylaws for the Association are attached as Exhibit "D". The graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "E". All attachments are incorporated into and made a part of this Revived Declaration.

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes. The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. The proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents. The respective amendment provisions are the same as those contained in the previous governing documents. This Revived Declaration contains no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under Section 720.404(3). This Revived Declaration complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720.

## **ARTICLE I. PROPERTY RIGHTS**

**Section 1. Owners' Access Easements.** Every Owner shall have a right and easement, which is hereby created over and across each Lot in the subdivision, between the front lot line and the common driveway and public parking lot line of each parcel, for the purpose of vehicular and pedestrian ingress and egress to each and every other Lot in the subdivision. In addition, every Owner shall have a right and easement, which is hereby created, over and across each sidewalk or path constructed between and in the rear of each building in the subdivision, for the purpose of pedestrian ingress and egress to each and every other Lot in the subdivision.

**Section 2. Delegation of Use.** Any Owner may delegate his rights of access under the above-mentioned easements to the members of his family, his guests, tenants, or contract purchasers who reside on the property.

**Section 3. Limitation 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 Homeowners Association, Inc. for purposes of permitting any type of standard size road vehicle or larger to be driven upon the rear easement in instances or emergency of 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 action 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 II. DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Oak Knolls Estates Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon the unrecorded map of the Properties.

**Section 5.** "Declarant" shall mean and refer to Toho, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

### **ARTICLE III. MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**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 the determine, but in no event shall more than one vote be cast with respect to any lot.

### **ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the mutual recreation, health, safety and welfare of the Owners; to improve and maintain the easements, sanitary sewer systems, driveways, parking areas, sidewalks, lawns, and planting areas of the Properties, including maintaining same to Escambia County standards with regard to the control of the runoff of storm water; and to pay the reasonable and necessary operating expenses of the Association.

**Section 3. Maximum Annual Assessment.** The maximum annual assessment for 2020 shall be One Thousand Dollars (\$1,000.00) per Lot, payable quarterly in advance at the rate of Two Hundred and Fifty Dollars (\$250.00) 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 1 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 two-thirds (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 at an amount not in excess of the maximum.

**Section 4. Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement to the exterior of the Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**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.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessment must be fixed at a uniform rate for all Lots and may, in the discretion of the Board of Directors, be collected monthly in advance.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding anything to the contrary in this Section, the provisions of Section 720.3085, Florida Statutes, as amended from time to time, are incorporated herein by reference.



## **ARTICLE V. ARCHITECTUAL CONTROL**

No building, fence, 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 and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI. EXTERIOR MAINTENANCE**

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## **ARTICLE VII. PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

#### **ARTICLE VIII. GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. Any amendments must be recorded.

**Section 4. Annexation.** Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.


**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.

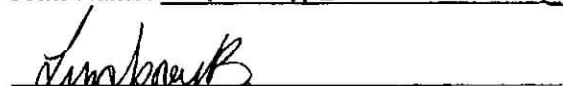
IN WITNESS WHEREOF, by written agreement of a majority of the affected parcel owners in Oak Knolls pursuant to Chapter 720, Part III, Florida Statutes, Oak Knolls Estates Homeowners Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed by its president and secretary as required by Section 720.407, Fla. Stat. as of this 18<sup>th</sup> day of March, 2022.

Signed, sealed and delivered in the presence of:

Oak Knolls Estates Homeowners Association,  
Inc., a Florida not for profit corporation

  
Print Name: Michelle M. McCabe

By:   
Wandy Samuel, its president

  
Print Name: Linday B.



Oak Knolls Estates Homeowners Association,  
Inc., a Florida not for profit corporation

Michelle M. McCabe  
Print Name: Michelle M McCabe

By: Kevin Curry  
Kevin Curry, its secretary

Lindsay B.  
Print Name: Lindsay Bowler

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization  
on this the 18<sup>th</sup> day of March, 2022, by Wandy Samuel, President of Oak Knolls Estates  
Homeowners Association, Inc.

☐ Personally Known

OR

☒ Produced Identification  
Type of ID produced: FL Drivers License

Lindsay B.  
Notary Public, State of Florida  
Print, type or stamp commissioned  
name of Notary Public:



LINDSAY D. BOULER  
Notary Public, State of Florida  
My Comm. Expires Sept. 23, 2022  
Commission No. GG261131

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization  
on this the 18<sup>th</sup> day of March, 2022, by Kevin Curry, Secretary of Oak Knolls Estates  
Homeowners Association, Inc.

☐ Personally Known

OR

☒ Produced Identification  
Type of ID produced: FL Drivers License

Lindsay B.  
Notary Public, State of Florida  
Print, type or stamp commissioned  
name of Notary Public:



LINDSAY D. BOULER  
Notary Public, State of Florida  
My Comm. Expires Sept. 23, 2022  
Commission No. GG261131

### **EXHIBIT A**

Commencing at the Northeast corner of Section 29, Township 1 South, Range 30 West; thence South  $1^{\circ}10'40''$  West along the East line of said Section 1320.00 feet; thence North  $89^{\circ}41'20''$  West, parallel to the North line of said Section, 735.33 feet for the Point of Beginning; thence continue North  $89^{\circ}41'20''$  West, 170.00 feet; thence South  $2^{\circ}29'15''$  West, 458.60 feet; thence South  $12^{\circ}01'55''$  West, 322.42 feet; thence South  $83^{\circ}56'27''$  East, 200.00 feet to the North right-of-way line of the Hilburn Road (proposed 60 foot right-of-way); thence along said right-of-way North  $6^{\circ}20'40''$  East, 234.35 feet; thence leaving said right-of-way North  $03^{\circ}17'59''$  East, 561.70 feet to the Point of Beginning, containing 3.14 acres more or less.