

This Instrument Prepared By:
Charles S. Liberis, Esq.
Liberis Law Firm
212 W Intendencia St
Pensacola, Florida 32502

STATE OF FLORIDA:
COUNTY OF ESCAMBIA:

**Second Amendment to Declaration of Covenants, Conditions and Restrictions
OF
Covington Place**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF COVINGTON PLACE (this "2nd Amendment) is made as of the 3rd day of March, 2022, by Olde City Developers, LLC (the "Declarant")

Recitals:

WHEREAS, on October 25, 2018, Declarant recorded that certain Declaration of Conditions, Covenants, and Restrictions of Covington Place in Official Records Book 7988, Page 1233 (the "Declaration") in the Public Records of Escambia County, Florida (the "Public Records"), regarding certain real property located in Escambia County, Florida.

WHEREAS, on October 8, 2020, Declarant recorded that certain First Amendment to the Declaration of Conditions, Covenants, and Restrictions of Covington Place in Official Records Book 8380, Page 790 (the "Declaration") in the Public Records of Escambia County, Florida (the "Public Records"), regarding certain real property located in Escambia County, Florida.

WHEREAS, Section 21.2 of the Declaration allows Declarant to amend the Declaration to subject Additional Property (as that term is defined in the Declaration) to the terms and conditions of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

WHEREAS, on August 16, 2021, Declarant has recorded that certain plat of Covington Place in Plat Book 20, Page 23 in the Public Records of Escambia County, Florida (the "Additional Plat");

Amendment:

1. **Recitals.** The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

2. **Annexation of Additional Property.** Declarant hereby amends the Declaration to annex all of the real property that is the subject of Additional Plat (the "Annexed Property") into the Subdivision, and Declarant hereby imposes the Declaration upon the Annexed Property and subjects the Annexed Property to the terms and conditions of the Declaration. Without limiting the foregoing terms, the Annexed Property (including, without limitation, all Lots and Common Areas created thereby) shall (a) be held, sold, transferred, conveyed, used occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, (b) be entitled to all easements and other rights benefitting property subject to the Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to and the Annexed Property, (c) be binding on all persons having any right, title, or interest in all or any portion of the Community Property and their respective heirs, Legal representatives, successors, successors-in-title, and assigns, and (d) inure to the benefit of Declarant and each and every Owner and occupant of all or any portion of the Community Property.

3. **Continued Effectiveness.** All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has caused the First Amendment to Declaration to be executed by and through its duly authorized representatives, this 3rd day of March, 2022.

Signed, sealed and delivered
In the presence of:

Olde City Developers, LLC

By: [Signature]
Charles S. Liberis, Manager

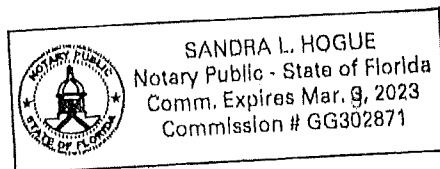
[Signature]
Print: Stephonia Moody

[Signature]
Print: Sandra Hogue

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means ☒ physical presence or ☐ online notarization this 3rd day of March, 2022, by Charles S. Liberis as Manager of Olde City Developers, LLC a Florida Corporation, on the behalf of said corporation who is personally known to me or ☐ produced the following identification _____.



[Signature]
Notary Signature

Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida
My Commission Expires: _____

Prepared by:
Charles S. Liberis
LIBERIS LAW FIRM, PA
212 W. Intendencia St.
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR COVINGTON PLACE**

THIS THIRD AMENDMENT to the Declaration of Covenants Conditions and Restrictions of COVINGTON PLACE (hereinafter referred to as the "Third Amendment") is entered EFFECTIVE July 19, 2022, by Olde City Developers, LLC (the "Developer"), who is the Declarant, and is joined by Covington Place Townhome Association, Inc. (the "Association") (collectively "The Parties").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Covington Place was entered into on October 19, 2018 and recorded in Official Records Book 7988 at Page 1233 of the public records of Escambia County, Florida (hereinafter the "Declaration");

WHEREAS, the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Covington Place was made April 1, 2020, and recorded in in Official Records Book 8368 at Page 598 of the public records of Escambia County, Florida (hereinafter the "First Amendment");

WHEREAS, the Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Covington Place was made March 3, 2022, and recorded in in Official Records Book 8735 at Page 1030 of the public records of Escambia County, Florida (hereinafter the "Second Amendment");

WHEREAS pursuant to section 21.2 the Declarant reserved unto itself the right to amend the Declaration unilaterally:

NOW THEREFORE:

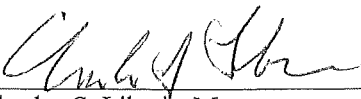
The Declaration of Covenants, Conditions, and Restrictions dated October 19, 2018 contained a scrivener's error indicating the name of the Association as Covington Place Homeowner's Association, Inc."

The correct name of the Association is Covington Place Townhome Association, Inc., a Florida Not For Profit Corporation.

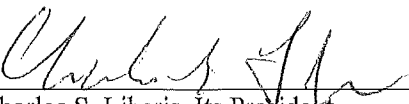
In all other respects, except as amended hereby, the Declaration is ratified and confirmed and shall remain in full force and effect.

Done this 19th day of July, 2022.

Olde City Developers, LLC

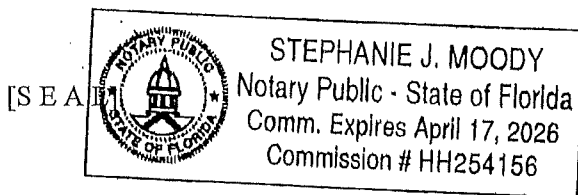
By: 
Charles S. Liberis, Manager

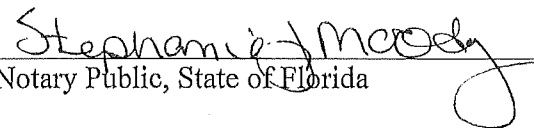
Covington Place Townhome Association, Inc.

By: 
Charles S. Liberis, Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

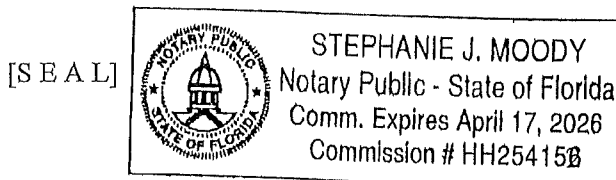
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 19th day of July, 2022, by **Charles S. Liberis, as Manager of Olde City Developers, LLC**, who is personally known to me or who has produced _____ as identification.

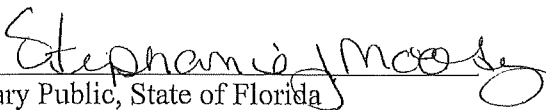



Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 19th day of July, 2022, by **Charles S. Liberis, as President of Covington Place Townhome Association, Inc.**, who is personally known to me or who has produced _____ as identification.




Notary Public, State of Florida

Prepared by:
Charles S. Liberis
LIBERIS LAW FIRM, PA
212 W. Intendencia St.
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR COVINGTON PLACE

THIS FIRST AMENDMENT to the Declaration of Covenants Conditions and Restrictions of COVINGTON PLACE (hereinafter referred to as the "First Amendment") is entered EFFECTIVE April 1, 2020, by Olde City Developers, LLC (the "Developer") who is the Declarant and is joined by Covington Place Townhome Association, Inc (the "Association") and David L. Harris, and Linda Boyd (the "Residential Unit Owners") (collectively "The Parties")

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Covington Place was entered into on October 19, 2018 and recorded in Official Records Book 7988 at Page 1233 of the public records of Escambia County, Florida (hereinafter the "Declaration");

WHEREAS the Developer and Residential Unit Owners constitute in excess of 51% of the current owners of residential units at Covington Place and whereas the parties wish to amend the Declaration pursuant to 26.7 of the Declaration as follows:

NOW THEREFOR:

1. Article VI shall be amended by adding the following:
Section 6.22 Dumpster. A dumpster shall be provided upon a portion of the Common Area on a concrete pad with a screen which shall serve as the central garbage can area. This dumpster shall be maintained and replaced as needed by the Association and shall be in lieu of all exterior garbage or trash containers. The Association may from time to time relocate the dumpster.

Section 6.23 Mailboxes. The Association shall designate a central part of the Common Area for the location of mail boxes and may prescribe uniform requirements for the design and location thereof. The Association may from time to time relocate the mail boxes.

2. Article XI shall be amended by adding the following:

11.6 Insurance obligations of Residential Unit Owners. Each Residential Unit Owner shall be required to carry fire, windstorm, and extended coverage insurance and to maintain the same in effect at all times with coverage sufficient to fully replace the Owner's Residential Unit. In the event of damage from fire, windstorm or other casualty, each owner shall apply the funds due from said Owner's insurance to the proper repair or replacement of the Residential Unit with quality materials and workmanship equal to or superior to that initially installed and in harmony with the color and appearance of the remaining Residential Unit Materials and colors must be approved in writing by the Association prior to commencement of repairs or replacement. Upon damage to or destruction of a Residential Unit, the Owner, will within 60 days thereafter, commence reconstruction or repair of the Residential Unit and complete same within six months of the commencement of reconstruction or repair. Reasonable extensions may be granted by the Association for unusual circumstances or problems, however if the Owner does not commence and complete the reconstruction or repair that is required hereunder, the Association may do so and shall have a lien on the Owner's Insurance proceeds and residential unit for the cost of said reconstruction or repair plus all reasonable related expenses including attorney's fees, and costs;

11.6.1 Contents. In the event that a residential unit is rented or leased to a Third Party, the Third Party will be required to obtain a rental policy covering the personal property contained within a residential unit..

11.6.2 Property. The policy must include extended coverage (including windstorm) and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

11.6.3 Flood. The policy must include an amount equal or greater than the FEMA coverage in effect at the time of purchase

11.6.4 Liability. The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover

liabilities of the Homeowners as a group to a residential unit owner. Such insurance shall name the Association as an additional insured.

11.6.5 Copy to Association. Each Residential Unit Owner shall provide the Association with a copy of the insurance binder evidencing the purchase and the amount of coverage. The Association shall have the power, but not the obligation, to obtain coverage on behalf of the Residential Unit Owner and assess the Residential Unit Owner for same or to undertake legal proceedings to compel compliance with this insurance requirement.

3. Article XXI shall be amended by deleting the entire Article and replacing it as follows:

Section 21.1 General Reserved Rights. Developer reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easements for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions by Developer or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

All of the above rights and interests reserved by Developer may be exercised by Developer without the consent or concurrence of the Association or any Member.

Section 21.2 Amendment of Declaration by Developer. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Developer deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Developer and shall not require the signature of any other Owner or any Mortgagee of any Owner.

Section 21.3 Turnover. All rights of Developer hereunder shall automatically terminate upon Turnover, except those rights that Developer holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Developer is an Owner.

4. Article XXII shall be amended by deleting Sections 22.2.1, 22.2.2, and 22.2.3. The remaining paragraphs of Article XXII shall remain in full effect.
5. Article XXVII shall be added as follows:

Article XXVII Miscellaneous Provisions Respecting Mortgagees

The following provisions are intended for the benefit of a First Mortgagee and to the extent, if at all, that any other provisions of the Declaration conflict with the following provisions, the following provisions shall control:

29.1 Notices of Overdue Assessments; Foreclosure. If any First Mortgagee or other person, or entity that is its successor or assignee as a subsequent holder of the First Mortgage (the "Acquiring Party") either (a) obtains title to a Residential Unit as a result of a foreclosure of a recorded First Mortgage or (b) receives a deed in lieu of foreclosure of a recorded First Mortgage, that Acquiring Party shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments or charges in favor of the Association that became due prior to the earlier of the following: (i) the date of the transfer of title to the Acquiring Party, or (ii) the date on which the Acquiring Party comes into possession of the Residential Unit.

Notwithstanding anything herein to the contrary, the provisions of this Section 29.1 may not be interpreted or applied in a manner that impairs or otherwise diminishes, in any manner, any preexisting rights of Declarant's lender or its successors assigns.

29.2 Rights of First Mortgagees, Insurers and Guarantors. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

29.2.1 to examine current copies of this Declaration, the Bylaws, all rules and regulations, and the books and records of the Association during normal business hours;

29.2.2 to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Homeowners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

29.2.3 to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

29.2.4 to receive written notice of any decision by the Homeowners to make a material amendment to this Declaration, the Bylaws or the Articles;

29.2.5 to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

29.2.6 to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

29.3 Termination of the Neighborhood. Unless the First Mortgagees of the individual Residential Units representing at least 67% of the votes in the Association have given their approval, neither the Association nor the Homeowners shall be entitled to terminate the legal status of the Neighborhood for reasons other than substantial destruction or condemnation thereof.

29.4 Notice of Damage, Destruction or Condemnation. Upon specific written request to the Association, a First Mortgagee, Insurer or Guarantor of a Residential Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds \$10,000.00. If damages shall occur to such Residential Units in excess of \$1,000.00, notice of such event shall also be given.

29.5 Condemnation; Priority of Awards. If any Residential Unit or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Residential Unit will be entitled to a timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provisions of any document will entitle the Homeowner of such Residential Unit or other party to priority over such First Mortgagee with respect to the distribution to such Residential Unit of the proceeds of any award or settlement.

29.6 Rights of First Mortgagees. Any First Mortgagee has the following rights:

29.6.1 Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records and papers of the Association.

29.6.2 Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

29.6.3 Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred providing such copies.

29.6.4 Meeting. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon

In all other respects, except as amended hereby, the Declaration is ratified and confirmed and shall remain in full force and effect.

Done this 14th day of September, 2020.

Olde City Developers, LLC

By: Charles S. Liberis
Charles S. Liberis, Manager

Covington Place Townhome Association, Inc.

By: Charles S. Liberis
Charles S. Liberis, Its President

STATE OF FLORIDA
COUNTY OF Escambia

Before the subscriber personally appeared Charles S. Liberis, as Manager on behalf of The Olde City Developers, LLC, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 14th day of September, 2020.



AMANDA E. HUGGINS
Commission # GG 192102
Expires March 4, 2022
Bonded Thru Budget Notary Services

A. Huggins
Notary Public

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Charles S. Liberis as President on behalf of Covington Place Townhome Association Inc., known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 14th day of September 2020.



AMANDAE HUGGINS
Commission # GG 192102
Expires March 4, 2022
Bonded Thru Budget Notary Services

Amanda E. Huggins
Notary Public

Residential Unit Owner – 810 N. Baylen St. Pensacola, FL 32501



David L. Harris

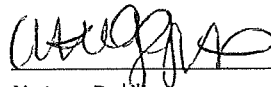
STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared David L. Harris known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 1st day of JUNE 2020.

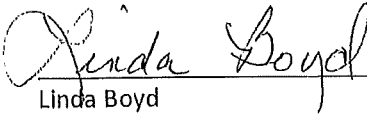


AMANDAE HUGGINS
Commission # GG 192102
Expires March 4, 2022
Bonded Thru Budget Notary Services



Notary Public

Residential Unit Owner - 814 N. Baylen St. Pensacola, FL 32501


Linda Boyd

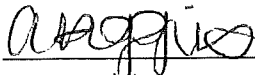
STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Linda Boyd, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 30 day of June 2020.



AMANDA E. HUGGINS
Commission # GG 192102
Expires March 4, 2022
Bonded Thru Budget Notary Services


Notary Public

