

Prepared by:
John "Jay" A. Fraiser, Esq.
Moorhead Real Estate Law Group
127 Palafox Place, Suite 200
Pensacola, FL 32502

CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SCHOONER LANDING

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SCHOONER LANDING OF PENSACOLA HOMEOWNERS ASSOCIATION, INC.
(the "Association"), a Florida not-for-profit corporation, by and through its undersigned officer,
certifies that,

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Schooner
Landing was recorded on July 27, 2021, in Official Records Book 8583, at Page 1279 of the
public records of Escambia County, Florida (the "Declaration");

WHEREAS, in accordance with Article 12, Section 12.2 of the Declaration, the
Declaration may be amended at any time by approval of at least sixty percent (60%) of the
Members of the Association entitled to vote; and

WHEREAS, duly noticed meetings of the members were held on September
Saturday, 21st day 2024 2025 at which a quorum was obtained and at least sixty percent
(60%) of the members approved the following First Amendment to the Declaration; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the Declaration is amended as follows:

Article 6, Section 6.1 of the Declaration is hereby amended to read as follows:

6.1. Maintenance by Owner. The maintenance, repair, and replacement of any Lot
shall be the individual Owner's responsibility. Each Owner shall also be responsible for the
general appearance of its property and to keep the same in good order and repair at all times.
Each Owner is responsible for the lawn and landscaping on his Lot, to include regular lawn
cutting, trimming of plants and shrubs on a regular basis and, where necessary, replacement of
lawns, plants and shrubs, including all portions of the Owner's Lot that lies within a private
easement as created by the Plat. Grass in the front yard of any Lot must not exceed six (6) inches
in overall height. Owners are responsible for ensuring compliance with this overall height
requirement. All Owners owning Lots adjoining Common Areas shall be required to install grass

1 Underlined words are being added; stricken words are being deleted.

or landscape to the edge of the water or vegetation located in the Common Area and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and Common Area. The Owner is also responsible for his own driveways. Every Owner of a Lot is hereby prohibited from: (i) temporarily or permanently filling the Surface Water Management System facilities located underneath the improvements constructed on their Lot with dirt or any type of fill material; (ii) parking vehicles or storing items under the improvements constructed on their Lot unless such parking or storing does not interfere with the Surface Water Management System located on their Lot; and (iii) blocking or impeding the flow of storm water into the portion of the Surface Water Management System located on their Lot by construction of walls, fences, or other improvements.

Article 8, Section 8.5 of the Declaration is hereby amended to read as follows:

8.5. Temporary Structures. No structure of a temporary character, including, but not limited to, trailer, tent, or shack, shall be used on any portion of the Properties at any time as a residence, either temporarily or permanently. Owners of Lots may not erect or place any habitable dwellings in the backyard of a Lot. This prohibition includes recreational vehicles (RVs), campers, tents, or any structure requiring the installation of utilities such as power or water to meet habitable status. Owners may undertake any lawful improvements in their backyard provided such improvements are not used as a dwelling. If a building permit is required by local authorities, the Owner must provide that permit to the Association.

Article 8, Section 8.8 of the Declaration is hereby amended to read as follows:

8.8. Appearance; Refuse Disposal. After closing of title, each Owner shall keep his Lot free and clear of weeds, underbrush, unsightly growths, trash and debris and shall reasonably maintain his Lot. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers suitably stored in the enclosed garage of homes or as otherwise permitted by the Association. Owners of Lots may place garbage disposal cans (the "trash cans") along the roadside during designated trash pickup days.

No Association officer or Board Member may compel Owners to remove trash cans immediately following collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted. This provision shall not be interpreted to restrict the necessary construction activities of a Builder in any way.

Article 8, Section 8.11 of the Declaration is hereby amended to read as follows:

8.11. Fences. ~~No fence, wall, or other similar structure shall be erected on any Lot, except as originally installed by Developer, and except any approved by the Board of Directors of the Association or the Architectural Reviewer as set forth in Section 4 of this Declaration.~~ Owners of Lots may erect wooden fences beyond the front façade of their homes after obtaining Architectural Review Committee (ARC) approval. Such fences may not exceed four (4) feet in height. No chain link fence shall be permitted in the front yard. Materials for wooden-style fences, must match the existing fence style throughout the Subdivision.

Front fences must not impair access to utilities, county services (e.g., water, power, internet or other utilities and emergency services) or impede stormwater flow. Fences may not be erected parallel to the street/road or encroach upon neighboring properties. Owners must independently obtain all required permits from applicable governmental authorities, as the Association does not facilitate permitting. No hedge over six (6) feet in height, measured from the ground on which it stands, shall be constructed or maintained on any Lot, except that the Declarant and the transferee of Declarant may vary or exceed such height in constructing a fence in accordance with existing architectural plans. The Board of Directors may adopt additional Rules and Regulations or Architectural Review Guidelines regarding the style, material, color, height, or location of fences and hedges. No Owner may install a fence which blocks or impedes the flow of stormwater into or through the Surface Water Management System located, or which interferes with the maintenance of the Surface Water Management System.

Article 8, Section 8.12 of the Declaration is hereby amended to read as follows:

8.12. Landscaping. The landscaping on the Common Area, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. No landscaping on the Common Area shall be modified, installed, cut down, destroyed or removed without the prior written approval of from the Board or the Architectural Reviewer as set forth in Section 4 of this Declaration. All Lots and other improved areas are to be sodded. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot or other portion of the Properties, unless approved by the Board or the Architectural Reviewer as set forth in Section 4., unless approved by the Board or the Architectural Review Committee (ARC). However, Owners of Lots may make changes to backyard landscaping without requiring Architectural Review Committee (ARC) approval. Such changes include but are not limited to installing sod, flowers, flower beds, trees, gardens, or structures such as gazebos, pergolas, patios, decks, sunrooms, Florida rooms, and greenhouses. Any structural addition requiring a permit is the responsibility of the Owners to obtain. The Association does not facilitate the permitting process. Backyard landscaping changes must not impede the runoff of stormwater or violate applicable regulations. This provision does not apply to landscaping on Common Areas, which remains subject to the approval requirements set forth above.

Article 8, Section 8.16 of the Declaration is hereby amended to read as follows:

8.16. Parking and Storage of Vehicles. No vehicle shall be parked within the Properties except on a paved driveway or within a garage; parking on the roads or grass is prohibited. Vans and pick-up trucks may be parked on driveways, ~~provided that, but~~ the following ~~shall be considered commercial vehicles which may not be kept on the Properties:~~ vehicles with over two (2) axles, vehicles with a fifth wheel intended for the towing of trailers, or vehicles ~~with a height of over exceeding ten (10) feet in height, including without limitation, but not limited to,~~ semi-tractor trailers, tow trucks, moving vans, furniture vans, or any vehicle ~~or truck that displays any displaying signage, tools, or equipment that is of a commercial nature, or any vehicle or truck that is primarily designed to be used for commercial purposes regardless of how it is being used by the owner of the vehicle.~~ For the purpose of this Section 8.16, the term "kept" shall mean present for a period of twenty-four (24) hours.

Boats, boat trailers, ~~campers~~, travel trailers, ~~mobile homes~~, recreational vehicles, ~~motor homes~~ and the like, any vehicles not in operable condition and validly licensed, and any trailers used for the purpose of towing vehicles, commercial vehicles, commercial equipment, landscaping equipment and the like, shall only be permitted to be kept within the Properties, in excess of twenty-four (24) hours, if such are kept inside a garage ~~and~~, concealed from public view, or in the backyard of the Lot. No Owner may use any such vehicle as a habitable structure or dwelling (see Section 8.5).

Backyard storage is permitted only if such vehicles or trailers comply with stormwater management requirements and do not interfere with easements or access to utilities. Owners must ensure that such storage does not obstruct drainage systems or violate county, state, or municipal codes. Vehicles and trailers stored in the backyard must be operable and display valid license plates.

An officer of the Association may grant temporary variances from the restrictions in this Section 8.16. None of the foregoing restrictions shall apply to commercial vehicles, pick-up trucks or other vehicles which may be utilized by Developer, any Builder, their contractors and subcontractors.

Article 12, Section 12.2 of the Declaration is hereby amended to read as follows:

12.2. Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of at least sixty-ninety-five percent (60-95%) of the Voting Interests present and voting at any annual or special meeting called for that purpose of the entire membership, provided that notice of each proposed amendment has been given to the Members in accordance with law. No amendment shall change any Lot or Owner's share of liability for assessments or any Owner's voting rights, unless the Owner consents to the amendment. So long as the Declarant owns any Lot, no amendment shall be effective unless the Declarant consents to the amendment unless otherwise provided by law.

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Amendment to the Declaration was duly adopted and that the Association has caused this Amendment to be executed by its President, this 30th day of April, 2025.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

WITNESSES:

[Signature]

Print Name: Stephanie Tate

[Signature]

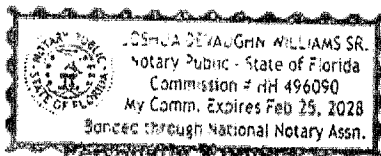
Print Name: Matthew Nicholson

**SCHOONER LANDING OF
PENSACOLA HOMEOWNERS
ASSOCIATION, INC.,** a Florida
not-for profit corporation.

By: [Signature]
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of April,
2025, by Steven Vanderpool as President of Schooner Landing of Pensacola
Homeowners Association, Inc., a Florida not-for-profit corporation.



Personally Known

OR

☒ Produced Identification

Type of Identification Produced Florida Driver License

[Signature]
NOTARY PUBLIC

Print Name: Joshua Williams Sr