

Prepared by:  
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127 Palafox Place, Suite 200  
Pensacola, FL 32502

**CERTIFICATE OF AMENDMENT AND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF OAK HILL ESTATES**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

OAK HILL ESTATES HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC.  
("Association"), a Florida not-for-profit corporation, by and through its undersigned officer,  
certifies that,

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of  
Oak Hill Estates was recorded on September 10, 2003, in Official Records Book 5236, at Page  
132 of the public records of Escambia County, Florida ("**Declaration**");

WHEREAS, in accordance with Article IX, Section 3 of the Declaration, the Declaration  
may be amended during the first twenty (20) year period by an instrument signed by not less than  
seventy-five percent (75%) of the then Owners, and thereafter by an instrument signed by not  
less than sixty-seven percent (67%) of the Owners; and

WHEREAS, a duly noticed meeting of the members was held on  
July 25, 2024, at which not less than sixty-seven (67%) of all eligible owners  
Owners approved the following Amended and Restated Declaration of Covenants, Conditions,  
Easements and Restrictions of Oak Hill Estates, in accordance with Article IX, Section 3.

*(end of text – signature page to follow)*

IN WITNESS WHEREOF, the Association hereby certifies the following Amended and Restated Declaration was duly adopted and that the Association has caused the Amended and Restated Declaration to be executed by its President, this 25<sup>th</sup> day of September, 2024.

WITNESSES:

*Deborah Madsen*  
Print Name: Deborah Madsen

**OAK HILL ESTATES HOMEOWNERS  
ASSOCIATION OF PENSACOLA, INC.,**  
a Florida not-for-profit corporation

*Kelli Welke*  
Print Name: Kelli Welke

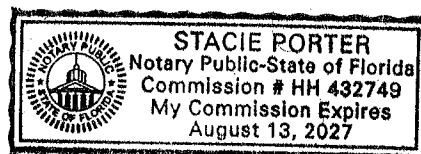
*George F. Markfelder*  
By: George F. Markfelder  
Its: President

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 25<sup>th</sup> day of September, 2024, by George Markfelder as President of Oak Hill Estates Homeowners Association of Pensacola, Inc., a Florida not-for-profit corporation.

*Stacie Porter*  
NOTARY PUBLIC

Print Name: Stacie Porter



☒ Personally Known

OR

☐ Produced Identification; Type of Identification Produced \_\_\_\_\_

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF  
OAK HILL ESTATES**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Oak Hill Estates, is made this 28 day of September, 2024, by Oak Hill Estates Homeowners' Association of Pensacola, Inc., a Florida not-for-profit corporation ("Association").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Oak Hill Estates was recorded on September 10, 2003, in Official Records Book 5236, at Page 132 of the public records of Escambia County, Florida ("**Declaration**");

WHEREAS, in accordance with Article IX, Section 3 of the Declaration, the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the then Owners, and thereafter by an instrument signed by not less than sixty-seven percent (67%) of the Owners; and

WHEREAS, a duly noticed meeting of the members was held on July 25, 2024, at which not less than seventy-five (75%) of all eligible owners Owners approved the following Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Oak Hill Estates, in accordance with Article IX, Section 3;

NOW, THEREFORE, the Association hereby establishes this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Oak Hill Estates, which will run with the land and be binding on and inure to the benefit of every Owner of property within the Oak Hill Estates subdivision.

**ARTICLE I  
DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms also may be defined the first time they appear.

1.1. "Architectural Guidelines" shall mean and refer to those certain guidelines, regulations and procedures set forth in the Architectural Guidelines as prepared by the Association and as modified or amended from time to time by the Association.

1.2. "Articles of Incorporation" shall mean the Articles in Incorporation of Oak Hill Estates Homeowners Association of Pensacola, as amended, altered, or repealed from time to time. A copy of the initial Articles of Incorporation is attached hereto as Exhibit "B."

1.3. "Association" shall mean and refer to the Oak Hill Estates Homeowners Association of Pensacola Inc., a Florida non-profit corporation, its successors and assigns.

1.4. "Board" means be Board of Directors of the Association.

1.5. "Bylaws" shall mean the Bylaws of the Association, as the same may hereafter be amended, alters, or repealed from time to time. A copy of the initial Bylaws is attached hereto as Exhibit "C."

1.6. "Common Area" shall mean and refer to all real or personal property owned or maintained by the Association for the common use and enjoyment of the Owners. The Common Area is designated as Parcel "B" on the plat. The term "Common Area" shall also include that certain property submitted to the common use and enjoyment of owners or lots on properties hereafter Submitted to control by the Association.

1.7. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions Easements, and Restrictions of Oak Hill Estates.

1.8. "Florida Statutes" shall mean Chapter 720 Homeowner' Association (2022).

1.9. "Lots" Shall mean and refer to each of the platted Lots shown on the plat or plats of the Subdivision.

1.10. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any lot in "Oak Hill Estates" including contract sellers, but excluding those having such interest merely as security for the performance of an obligation Notwithstanding any applicable theory of a mortgage on the Lot, "Owner" shall not mean or refer to the mortgagee, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.11. "Subdivision" shall mean and refer to "Oak Hill Estates" subdivision which is situated in Escambia County, Florida according to the plats thereof which are recorded in Escambia County, Florida and such other real property as may hereafter be submitted to the jurisdiction of the Association.

## **ARTICLE II MEMBERSHIP AND VOTING RIGHTS**

2.1. Association Membership. The Association shall consist of all Owners of Lots in the Subdivision. Every Owner of a Lot in the Subdivision shall be a Member the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

2.2. Voting Rights.

(a) Members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they

among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Association may suspend any Owner's voting rights for the nonpayment of any fee, fine, or other monetary obligation due to the Association being more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

2.3. Directors. The Association shall be operated by a board of a minimum of three (3) directors elected by the Members in accordance with the Declaration, Articles of Incorporation, Bylaws, and applicable law.

### **ARTICLE III ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW COMMITTEE**

3.1 Architectural Control. The purpose is to ensure the Oak Hill Estates homes and Lots present a consistent appearance and maintain high standards.

(a) The Board will appoint three (3) Owners to the Architectural Review Committee ("ARC") with the authority to adopt Architectural Guidelines. The committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction, materials, or compliance with building or zoning codes. Although certain requirements are specified herein, the ARC will not be limited to the specific requirements but rather will have broad discretion. The ARC members will not receive any compensation for services rendered.

(b) In the event the Board is not able to locate and appoint three (3) Members to the ARC, the Board shall undertake the responsibilities of the ARC as contained in this Article III and this Declaration.

#### 3.2 Plans and Specifications.

(a) The Owner shall submit a plan with specifications showing the scope of work to include the design, description, style, shape, height, width, color, construction materials and the Lot plot with the proposed construction location, and the elevation of all improvements in comparison to surrounding structures and topography. Owners of Lots with stormwater drainage shall also show the location of the drainage system.

(b) Roof and mailbox replacement with duplicate original material does not need the ARC approval.

(c) In addition to the architectural control requirements provided herein, the Owner must obtain the appropriate building permits when required. The ARC does not enforce or advise on building permits or observance of county ordinances concerning design, setbacks, or other requirements.

(d) No work shall begin until the plans and specifications are approved by the ARC.

### 3.3 Architectural Review Procedure.

The ARC must approve in writing and in advance of all construction, exterior improvements and remodeling, or modification on a Lot. This specifically includes, but is not limited to, residential structures or improvements; fences; walls; mailboxes (unless replacement with duplicate original material as stated above); driveways; storage buildings that require a permit and/or are more than 120 square feet; swimming pools; installation of antennas, satellite dishes, receivers, or other devices; and significant landscape changes visible from the street, to include construction of fountains, statues, or other outdoor ornamentation.

### 3.4 Approval or Disapproval and Notification.

(a) In approving a plan, the ARC may consider the suitability and desirability of the proposed construction, storm water drainage, the materials, the location for the proposed structure or improvement, the quality of the proposed workmanship, the harmony of the overall external design and appearance with the surrounding existing structures. If there are changes to the approved plan, the changes must also be approved by the ARC. Upon approval by the ARC, the Owner may commence construction, which shall be completed in a prompt and appropriate manner. All construction materials and debris will be contained and will be picked up regularly; provided, however, that any dumpster being used to contain such construction materials and debris shall be kept in the Owner's driveway. If the construction project continues for more than ninety (90) days, the Owner must submit a request for extension to the ARC.

(b) In the event the ARC rejects any plan, the ARC will inform the Owner in writing stating the basis for the disapproval.

(c) The ARC must notify the Owner in writing of its decision within thirty (30) days of receiving a completed plan and specification. If the ARC requests additional information, the running of the thirty (30) days will halt and will resume upon delivery of requested information in writing to the ARC.

(d) In the event the ARC fails to approve or disapprove an Owner's plan within thirty (30) days after the plan was submitted, the plan will be deemed approved unless the Owner agrees to an extension.

### 3.5 Enforcement.

(a) If any construction or modification has not been approved by the ARC or deviates from the approved plan, the Association shall be entitled to stop any construction in violation of this Declaration and/or the Architectural Guidelines. The Owner may be required to restore the structure or Lot to its original condition at the Owner's cost. If an Owner fails to comply with the provisions of this Article III and Declaration, such Owner is subject to all equitable and legal remedies, including the equitable remedy of specific performance, without further notice.

(b) In the event the Association is required to take any action at law or equity to remedy the violation, the Association shall be entitled to recover all costs incurred in enforcing these provisions, including all pre-suit and post-suit attorney's fees and costs.

(c) The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

3.6 Liability. The Board and the ARC will not be liable to the Owner or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements or to ensure the construction was done in accordance with the plans. In the event of any action, proceeding or claim is made or brought against the ARC, the Association shall indemnify, hold harmless and defend the members of the ARC against such action, proceeding or claim.

#### **ARTICLE IV USE RESTRICTIONS AND COVENANTS**

The following restrictions and covenants will be observed and adhered to by all Owners. However, the ARC or the Board is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions, as well as the Architectural Guidelines promulgated by it from time to time, utilizing the same standards of review, where it is demonstrated by the person requesting the waiver that the granting of such a waiver will not adversely impact the aesthetic qualities of the proposed improvements, the Lot upon which such improvements are located, and the Subdivision as a whole, and that same is consistent with the first class single family residential subdivision contemplated hereby. Neither the ARC nor the Board, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

4.1 Land Use and Building Type. Each individual Lot shall be used and occupied for residential purposes only, and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office; provided, however, that in no event shall any such permitted home office be one where clients, customers, salespersons or others would routinely visit. Only one single-family residence shall be constructed on any one Lot. No residence shall be permitted upon any Lot in the Subdivision which does not have a ground floor area for the main structure, excluding a private garage for at least two cars, unheated and uncooled utility area and unheated storage area, of 1,500 square feet. In the case of a two (2) story residence, the heated and cooled living area on the ground floor must be at least 800 square feet.

4.2 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Common Areas, or within the Subdivision, nor shall anything be done on such Lot, Common Areas, or within the Subdivision that may become an annoyance or nuisance to the Subdivision, other Lots, or Members of the Association.

4.3 Fences. Fences and any other structures near drainage easements shall not impede stormwater flow. All fences shall be privacy fences and shall be constructed of pretreated wood or white vinyl, solid panels, six (6) feet in height, and shall be approved in advance by the ARC. Variances will be considered by the Association's Board of Directors upon request by an Owner. The finished side of the fence will face outward, and the structural members will face inward towards the Owner's property. No fence may be constructed, and no hedge planted further than ten (10) feet forward of the rear of the residential structure. All fences must be maintained in good repair and appearance by the Owners. No fence or wall of any kind shall be constructed nearer to the front property line than the front of the residence. No chain link fences will be permitted except around retention ponds, lift stations and other utility stations, as may be required by local subdivision ordinances.

4.4 Animals and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept; provided, however, that they are not kept, bred or maintained for any commercial purpose, and that they are not kept in such numbers or in a manner as to be an annoyance or nuisance to other Owners in the Subdivision. Such permitted pets must be kept on a leash in accordance with any and all applicable county regulations and are not permitted and shall not be allowed to run at large within the Subdivision and shall be under positive control by a Member at all times. If, in the opinion of a majority of the Board, a particular pet creates a nuisance, the Board may require the Owner to immediately remove said pet from the Subdivision.

4.5 Garbage and Refuse Disposal. No garbage, rubbish, trash, or other unsightly objects shall be stored on any Lot. All garbage receptacles shall always be placed in a non-visible area, except when being serviced for pickup. Garbage receptacles shall not be placed at the curbside of a Lot until the evening before pickup and shall be hidden away by the evening after the pickup day. Bulk pickup (such as washer/dryer, furniture, large quantity of cardboard, etc.) should be placed at the curbside of a Lot the evening before the arranged collection date made by the Owner and the appropriate utility company.

4.6 Signs and Symbols. No signs or symbols of any kind shall be displayed to public view on any Lot visible to the outside (except one sign of reasonable size advertising the property for sale or rent, or signs used by a builder to advertise the property for sale during the construction and sales period) unless approved by the ARC. Nothing herein shall prohibit the ARC from adopting guidelines regarding signs and symbols. This Section will not infringe upon a citizen's right, in accordance with Florida Statutes 720.304, to display the United States national flag, Florida state flag, or military flags, or display political signage as protected by law. Flags must be displayed in a respectful manner, consistent with Title 36 U.S.C. Chapter 10. Any political sign or flag placed upon a Lot must be removed no later than ten (10) days after the applicable election.

4.7 Temporary Structures. No shed, storage building, out-building, or detached structure shall be erected, commenced, or constructed that shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.



#### 4.8 Parking and Vehicle Storage.

(a) **Parking.** Private cars, trucks and recreational vehicles must be parked inside a garage or on the driveway and are not permitted to be parked elsewhere on the Lot. Recreational vehicles, travel trailers, and boats may be parked in the driveway of a Lot for up to a total of 48 consecutive hours for loading and unloading only not to exceed twelve (12) days per calendar month.

(b) **Vehicle Storage.** In operable vehicles to include the following: automobiles, boats, campers, trucks, vans, motorbikes, trailers, motor homes, recreational vehicles, or similar wheeled vehicles stored, or for any reason left upon the Lot must be completely garaged or completely screened behind a six-foot privacy fence and out of view from both the front Lot line and any adjoining Lots. The parking or storage of any such items in any other manner (such as in the street, road right-of-way, or in a portion of the driveway which is not out of view from both the front Lot line and any adjoining Lots) is expressly prohibited.

(c) Vehicles under repair must be parked within the garage unless approved by the Board.

(d) No business or commercial vehicles or heavy equipment over 17 feet in length will be permitted to park within the subdivision on a regular basis.

4.9 Decorations. Any holiday decorations placed upon a Lot must be removed no later than ten (10) days after any applicable holiday season.

#### 4.10 Basketball Goals.

(a) Garage mounted backboards are prohibited.

(b) ARC approval is required for the construction or installation of all permanent and/or non-removable basketball goals and support structures. Permanent and/or non-removable shall mean and refer to structures that are not attached to a transportable base, and which require some form of affixing to the Lot either by digging, fastening, or other action.

(c) Permanent and non-removable basketball goals and support structures may be installed only in the driveway upon prior approval by the ARC. Basketball goals and support structures may not be installed, located, erected, or otherwise placed in the street or cul-de-sac within the subdivision.

(d) Basketball goals and support structures must be maintained in a neat and clean appearance.

4.11 Playground Equipment/Structures. Playground equipment or similar recreational equipment or structures shall be in the rear yard of the Lot.

4.12 Easements. Easements for installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

4.13 Oil, Gas and Minerals. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any lot in the Subdivision.

4.14 Landscaping. All Lots in the Subdivision shall have the front yards and side yards completely sodded to the ribbon curb. Each Owner shall keep the landscape within the public street well maintained, safe, clean, and in an attractive condition. Owners must keep lawns alive and properly maintained in such a manner as to control weeds, grass and/or unsightly growth; mow, trim/edge, water and fertilize their lawns; remove trash/yard refuse and remedy unsightly conditions; and trim trees to the property line as needed.

4.15 Excavation Elevation and Drainage. No excavation upon any Lot shall be permitted, nor shall any hole of any kind be dug, except wells for lawn irrigation purposes. No elevation or topography change shall be permitted upon any Lot which shall materially affect the surface grade or drainage on said Lot or any adjoining Lot or property.

4.16 Compliance with Laws. All federal laws, laws of the State of Florida, laws of Escambia County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to street parking, sewerage disposal, water supply, sanitation and land use are incorporated herein and made a part hereof.

4.17 Public Health and Sanitation. In the interest of public health and sanitation and to ensure that the property described above and all other land in the same locality may be benefitted by a decrease in hazards of pollution and for protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewerage or other materials which might tend to pollute said water.

4.18 Utilities. All electrical service, telephone lines, television cables and similar items shall be placed underground and no exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on a Lot that is visible from the road with the exception of television reception dishes and solar panels.

4.19 Clotheslines. Outside clotheslines or drying lines are permitted out of curb view with in accordance with Section 163.04, Florida Statutes.

4.20 Window Air Conditioning Units. No window or through wall air conditioning unit shall be visible from the roadway.

4.21 Mailboxes. Replacement of any mailbox shall conform to the original mailbox unless approved by the ARC.

4.22 Maintenance and Repair. It shall be the responsibility of each Owner to maintain all homes, buildings and Lots to prevent any unclean, unsightly, or un-kept conditions which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Owners shall comply with and conform to all the restrictions and covenants of this Declaration.

(a) In the event an Owner shall fail (after thirty(30) days written notice from the Association sent by the United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean, and orderly fashion and otherwise satisfactory to the Board, the Association may, after approval of two thirds (2/3) vote of its Board, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon.

(b) The cost of such Lot and/or exterior maintenance or repair, together with interest at the maximum rate then allowed by law (if not paid within 10 days after written demand therefore), as well as reasonable attorney's fees and costs related thereto, shall be a charge on the Lot, shall be a continuing lien on the Lot, and shall also be the personal obligation of such Lot at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

#### 4.23 Fines and Suspension of Rights.

(a) In the event an Owner or an Owner's tenants, guests, or invitees fail to comply with the terms of this Declaration, and all restrictions and covenants contained herein, the Association may suspend the Owner for a reasonable period of time and suspend any voting rights granted under this Declaration or governing documents of the Association.

(b) The Association may also levy reasonable fines, not to exceed \$100 per violation, against any Owner or any Owner's tenants, guests, or invitees. A fine may be levied on the basis of each day of a continuing violation, after two (2) courtesy notices to the Owner at the address on file with the Association without remedy and an opportunity for hearing (except when the fine is levied due to non-payment of assessments), except the fine shall not exceed \$1,000 in the aggregate per year, per violation unless otherwise provided in the governing documents. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

(c) The Association's Board of Directors must appoint three (3) Members to serve on a Fine Committee. No current member of the Board of Directors may serve on the Fine Committee as a member of the Board of Directors may on the ARC.

## ARTICLE V ASSESSMENTS

5.1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any

special assessments, both assessments to be enacted and collected as herein provided. The assessments referenced above, together with interest, late charges, attorney's fees, and costs shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made and shall also be the personal obligation of the Owner of such Lot at the time when the assessment becomes due.

5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the improvement, construction, repair, insurance, management, care, maintenance and utilities payments for any Common Area, and any property owned by the Association, as well as for the operation of the Association. The Association shall have the obligation to maintain the Common Area and shall pay all ad valorem property taxes assessed upon the Common Area. The Association may fund a reserve of such sums as it determines are necessary and adequate to make periodic repairs and improvements to the Common Area.

5.3. Annual Assessments. The maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot and shall be due on the 31<sup>st</sup> day of January of each year or as otherwise set forth by the Board.

(a) The maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum annual assessment stated above by a vote of at least a majority of the voting interests present, in person or by proxy, at a meeting duly called for this purpose.

(b) The Board shall fix the maximum annual assessment at an amount not in excess of the maximum annual assessment stated above.

(c) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon the Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes. Such action shall not require a vote of the members of the Association.

5.4. Special Assessments. In addition to the 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 acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or other costs related to the operation of the Association including, but not limited to, professional fees and costs and attorney's fees and costs, provided that any assessment shall have the assent of at least a majority of the voting interests present either in person or by proxy at a meeting duly called for this purpose.

5.5. Notice and Quorum for Action Authorized under Sections 5.3 and 5.4.

(a) An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 herein shall be sent by United States Mail, postage prepaid, to all Owners (as

of thirty (30) days prior to the date of mailing such notice) not less than ten (10) days nor more than thirty (30) days in advance of this meeting. At the first such meeting called, the presence of twenty (20) members entitled to cast a vote, in person or by proxy, shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting, and so on until a quorum is met. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) Written notice of any meeting called for the purpose of taking any action under Section 5.4 herein, listing the special assessment(s) to be considered, shall be mailed, delivered, or electronically transmitted to the members and Owners and posted conspicuously in the Subdivision not less than 14 days before the meeting.

5.6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

5.7. Annual Assessments Periods and Due Date.

(a) The annual assessments provided for herein shall be assessed on a fiscal year basis (January 1<sup>st</sup> through December 31<sup>st</sup>) and shall be due and payable on or before January 31<sup>st</sup> of each year, or as otherwise set forth by the Board. The Board 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 board meeting at which the annual assessment shall be enacted shall be sent to every Owner subject thereto in accordance with Section 5.5 above. The due dates shall be established by the Board.

(b) Within ten (10) days of receiving a request for an estoppel certificate pursuant to Section 720.30851, Florida Statutes, from an Owner or an Owner's designee, or a Lot mortgagee or the Lot mortgagee's designee, the Association shall issue such estoppel certificate.

5.8. Effect of Nonpayment of Assessments; Remedies of the Association.

(a) The Association has a lien on each Lot to secure the payment of assessments and other amounts provided for by this Declaration. Any annual or special assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the highest legal rate. The Association may also charge an administrative late fee in an amount not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date. The Association may, after first giving forty-five (45) days written notice to the Owner in the manner prescribed by Section 720.3085, Florida Statutes, record a claim of lien against the Lot securing the unpaid assessments, interest thereon, late charges/fees, attorney's fees, and costs.

(b) The Association may, after giving forty-five (45) days notice of its intent to foreclose the claim of lien, bring an action at law or equity to foreclose the claim of lien. The Association may also bring an action against the Owner personally obligated to pay the same for entry of a judgment in an amount sufficient to satisfy the debt. No Owner may waive or

otherwise avoid personal liability for the assessments provided for herein by non-use of the Common Area, or the facilities located thereon and owned by the Association or abandonment of his or her Lot.

(c) The Association may exercise all rights afforded by Chapter 720, Florida Statutes, as the same may be amended from time to time, including but not limited to Sections 720.305 and 720.3085, Florida Statutes, in order to collect unpaid assessments and enforce the provisions of this Declaration.

5.9. Subordination or Assessment Lien to First Mortgagees. The lien of the assessments provided for herein shall relate back to the recording of the original Declaration of Covenants, Conditions, Easements and Restrictions of Oak Hill Estates, recorded at Official Records Book 5236, Page 132, et. seq., of the public records of Escambia County, Florida. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the Lot is located. Sale or transfer of any Lot shall not affect the assessment lien.

(a) An Owner, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Owner. The Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Area or by the abandonment of the Lot upon which the assessments are made.

(b) An Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

(c) Notwithstanding anything to the contrary contained in this Section 5.9, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

(1) The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) One percent of the original mortgage debt.

(d) The limitations on first mortgagee liability provided by this Section 5.9 apply only if the first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

## ARTICLE VI COMMON AREA

6.1 Maintenance of Common Area. The Association shall be responsible for the maintenance of the Common Area, and all facilities and improvements located thereon.

6.2 Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall run with the Lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, governmental body or utility provider for such purposes and subject to such conditions as may be agreed by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners entitled to cause two-thirds of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than thirty (30) days and no more than sixty (60) days in advance; provided, however, that for a period of five (5) years from date of recording this Declaration, Declarant may, without action of the association, grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Area which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;

(b) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving and maintaining the Common Area and facilities, and in aid thereof, to mortgage said property, but the rights or said mortgage in said properties shall be subordinate to the rights of Owners hereunder; and

### 6.3 Grant/Reservation of Easements.

(a) Grant of Easement for ingress and egress of Owners. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to the roads situated upon the Common Area under each and all Owners of lots in the subdivision (including the owners of any other properties submitted to Association control).

(b) Grant of Easement for emergency personnel. etc. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to the Common Area unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies.

(c) Reservation of easement for sale and development. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to the Common Area and all streets within the Subdivision for purposes of construction thereon and thereabout of improvements, sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and

development of the Lots within the Subdivision as well as any other properties developed by Declarant, and/or its successors or assigns.

(d) Reservation of easement of retention area. Declarant does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to that certain property described in the plat of the Subdivision as "retention area," and which is designated as a drainage easement. This property shall be used as a greenbelt area and no improvements of any kind shall be created on said greenbelt area other than those improvements which may be required by a governmental body to, for example, facilitate drainage or preserve the wetlands.

(e) Reservation of non-access easement. Notwithstanding anything to the contrary in this Declaration, Declarant, for itself, its successors and assigns, does hereby reserve a three (3) foot perpetual non-access easement in and to the property encompassing the perimeter of the property described in the attached Exhibit "A" Such easement shall be void and shall have no force or effect where the perimeter crosses the roads reflected on the plat, otherwise it shall remain in force. Such easement shall be non-exclusive with respect to other easements or rights specifically set forth herein. However, no roads, roadways, drives driveways, utilities, sewer or the like shall encumber, cross or utilize the said property without the written consent of Declarant. Declarant, however, shall have the absolute right to terminate this easement as to any portion of the property encumbered thereby.

(f) Reservation of easement for encroachments. If any utilities equipment, roadway, fence, gate equipment or area constructed by the Declarant shall encroach upon any Lot, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(g) Reservation of easement for utilities. Whenever sanitary sewer, water, electricity, cable television, telephone lines, or connections are installed within the property, which connections or lines or any portions thereof lie in or upon a Lot or Lots, the Owner of any house served by said connection shall have the right and is hereby granted an easement to the full extent necessary therefore to enter upon such Lot or to have the utility companies enter upon the Lots upon which said connection or liens or any portions thereof lie or are located, to repair, replace, and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections are installed within the property, which connection or lines serve more than on Lot, the Owner of each such Lot served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serves his house, and such Owner shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned, unless, however, one of such Owner causes damage to the commonly used facility, in which event that Owner shall be responsible for the repair thereof.

## ARTICLE VII INSURANCE

7.1 Association Authorized to Insure. The Association may purchase insurance to provide the following described coverages:



(a) Liability Insurance. Comprehensive general liability insurance coverage covering all the Common Area. Coverage under such policies may include, , legal liability of the insured for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment liability endorsement to cover liabilities of the Owners as a group or an association to an individual Owner.

(b) Fidelity Bonds. Fidelity bonds may be required to be maintained by the Association for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds shall also be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bond coverage shall be based upon best business judgment and shall not be for less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond.

7.2 Premiums. Premiums upon insurance policies purchased by the Association is a common expense.

## ARTICLE VIII ADDITIONAL PHASES

8.1 Notwithstanding anything in this Declaration to the contrary, Declarant and Declarant's successors and assigns, but none other, shall have the absolute right to annex other real property into the subdivision by developing additional phases of the subdivision. In the event additional phases are developed by Declarant or its successors or assigns, then the lot owners of the additional phases shall become members of the Association with all rights and privileges of membership in the Association which owners of lots in the subdivision enjoy including, but not limited to, the right to use all of the common areas including roads and recreational facilities. Also, the common area of the new phase of the subdivision shall become Common Area hereunder and shall be maintained as set forth herein. The provisions in this Article may not be amended by the Association.

## ARTICLE IX GENERAL PROVISIONS

9.1 Enforcement. The Association and any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event that the Association or any Owner shall commence any civil or administrative proceedings and shall prevail in such action regarding the enforcement and upholding of such restrictions, conditions, covenants, reservations, liens and charges, then, in that event, the party against whom such action has been brought shall be responsible to pay the Association a reasonable attorney's fee for the bringing of such action, through trial or appeal, including attorney's fees incurred establishing the amount to which the prevailing party is entitled.. Failure of the Association or

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.

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

9.3 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 often (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two thirds (2/3) of the Owners, and thereafter by an instrument signed by not less than a majority of the Owners. Any amendment must be recorded in the official records of Escambia County, Florida.

9.4 Lender's Notice. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot and Block number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss, which affects a material portion of the project or any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible insurer or guarantor, as applicable.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.

(c) Any laps, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

9.5 Availability of Records and Other Documents. The official records of the Association shall include those items identified in Section 720.303, Florida Statutes, and shall be maintained within the state and be open to inspection and available for photocopying by Owners or their authorized agents at reasonable times and places within 10 business days after receipt by the Association of a written request for access. This section may be complied with by having a copy of the official records available for inspection or copying in the community. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Owner shall be responsible for charges associated with copying the official records.

IN WITNESS WHEREOF, the undersigned duly elected president of Oak Hill Estates Homeowners Association of Pensacola, Inc., has executed the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Oak Hill Estates this 25 day of September, 2024.

WITNESSES:

*[Signature]*  
Print Name: Ian Westlake

**OAK HILL ESTATES HOMEOWNERS  
ASSOCIATION OF PENSACOLA, INC.,**  
a Florida not-for-profit corporation

*[Signature]*  
Print Name: Beth Fredrich

*[Signature]*  
By: George H. Markfelder  
Its: President

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 25<sup>th</sup> day of September, 2024, by George Markfelder, as President of Oak Hill Estates Homeowners Association of Pensacola, Inc., a Florida not-for-profit corporation.

*[Signature]*  
NOTARY PUBLIC  
Print Name: Beth Fredrich



       Personally Known  
OR

✓ Produced Identification; Type of Identification Produced drivers license