

Inst. #20250017952 Bk: 3359 Pg: 1761 Recorded: 5/22/2025 8:21 AM Crystal Sconiers Clerk of Courts, Walton County, Florida
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**CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CAT ISLAND ESTATES**

This **FIRST CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CAT ISLAND ESTATES** is adopted and placed of record by **OZUSA INVESTORS, LLC**, a Florida limited liability company ("**OZUSA**"), as Declarant under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cat Island Estates recorded in Official Records Book 3305, at Page 2301, of the Public Records of Walton County, Florida (the "**Restated Declaration**"), and as the only record owner of the parcels affected by this amendments outlined below. **OZUSA** hereby certifies that the following amendments to the Restated Declaration were adopted in the manner provided by the Articles, Bylaws, and Declaration concerning the **Subdivision**. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

WHEREAS, the Subdivision is governed by, among other things, the Restated Declaration, and **OZUSA** is the Declarant under the Restated Declaration;

WHEREAS, Article XIII, Section 13.4(b) of the Restated Declaration authorizes **OZUSA**, as Declarant, to amend the Declaration without the joinder of any party, as long as said amendment is made in good faith and is not arbitrary or capricious, does not destroy the general plan of development, does not prejudice the rights of the Members to enjoy the benefits of Common Property, does not materially shift the burdens from the Declarant to the Members and no Owner's right to the use and enjoyment of the Owner's Lot is materially altered;

WHEREAS, **OZUSA** wishes to amend the Restated Declaration in the manner outlined this Amendment;

WHEREAS, under § 720.306(C), Fla. Stat., an amendment may not materially and adversely increase the proportion or percentage by which a parcel shares in the common expenses of an association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment; and

WHEREAS, **OZUSA**, as the Owner of all real property that is or will become the Lots in Cat Island Estates Phase II, is the owner of all the parcels that will experience a

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material and adverse increase in their p
because of the amendments contempla
NOW, THEREFORE, the Re

A. Amendment to Artic
amended to read as follows:

1.2 “Assessments”

(a) “General
the Association’s annual budgeted Co

(b) “Individual
Member’s individual Lot for any char

(c) “Special
capital improvements or emergency e
Phase I Special Assessments, and Pha

(d) “Phase I Owner to meet the Association

(e) “Phase II Owner to meet the Associatic

(f) “Phase I Owner for capital improvements or en

(g) “Phase II Owner for capital improvements or

(h) “Comm Owner in the Subdivision for capita Common Expense.

B. Additions to Article I
Article I:

1.21 “Common Exp property, goods, services, systems, an and include only the Common Prope subdivision improvements outlined in in Article III. Section 3.4(s). retention

¹ Throughout this document, new language is

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III, Section 3.4(ee), drainage easement
other systems or features installed to c
Authorities. Whenever this Declaratic
Association are responsible for payme
primarily responsible for the payment

1.22 “Phase I” mean
Cat Island Estates Phase I, recorded i
Public Records (“Phase 1 Plat”).

1.23 “Phase II” mean
of Cat Island Estates Phase II, recorded
Plat”).

1.24 “Phase I Expenses
services, systems, amenities, or featu
possible, if not probable, that there
unnecessary for the Association to lev

1.25 “Phase II Expenses, services, systems, amenities, or features not necessarily limited to, the irrigation benefit of Phase II or the Lots therein.

1.26 “Phase I Owner Plat.

1.27 “Phase II Owner II Plat.

C. Amendment of Article
amended to read as follows:

6.5 Damage or Destruction
Failure to Perform Certain Obligations
employee, family member, or pet of a
result of negligence or misuse, or (b) a
imposed upon such Owner under Article
~~hereby authorizes~~ the Association shall
Declaration, not the obligation) to restore
restoration, or maintenance under this
and will become an Individual Lot As

D. Amendment to Article

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ASSO

To fulfill its obligation to maintain the Common Property, the F Association.

9.1 Fiscal Year. The beginning of each year and end on December 31. The Board must prepare an annual Bu

9.2 Budget. A copy of the budget notice must be given to the Members t without charge. The annual budget of the Association in carrying out its respons

(a) The costs of supplies, and other expenses for the rei

Declaration, with Common Expenses being separately itemized;

(b) Reasonable working capital for the Association and for reasonable Common Expenses, Phase I Expenses separately itemized in the budget;

(c) Fees for professional services (including, but not limited to, legal and accounting fees for Declarant), legal counsel, be separately itemized as fees that are Phase II Expenses;

(d) Taxes, insurance, and other expenses for the Lots, which, to the extent applicable, Phase I Expenses (if any), or Phase II

(e) An estimate of the cost of the Phase I Assessment (if any), and Phase II Assessment

9.3 Reserves. The Association shall maintain reserves for working capital, contingencies, and other purposes in the budget and collected as part of the annual Phase II Assessment, as applicable, it being the intent that Phase I Owners and Phase II Owners pay all Phase II Expenses. Declarant's guarantee described in Section 9.4 shall not apply to the Phase II Assessment.

not originally included in the annual

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Except in the event of an emergency expended for any other purpose. If the such excess may be used to reduce the

9.4 Preparation and

(a) Initial B

Any reserves established by the Dec reserve accounts may be used.

(b) Subsequ

be prepared at the direction of the Bo year. The budget and the annual Gen Board.

9.5 Effect of Failure

delay in preparing or adopting the ann a Member's obligation to pay Gen

ASSESSMENTS is finally determined. If Member shall continue to pay ~~the~~ all ~~A~~ the rate established for the previous fi

9.6 Financial Report
report for the Association within nine
each Member with a copy of the repor
is available upon request, without ch
required by the Florida Statutes.

9.7 Capital Improv
improvements should be paid from (
Assessments, or by Special Assessme
within a single year totals more than t
budget, the capital improvements mus
repair or replacement of existing
improvement.

9.8 Reserves shall
other sums collected by the Board wit
be commingled in a single fund.

9.9 Amendment of
fiscal year and increase the amount (
appears that there will be insufficient :

E. Amendment to Article

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COVENANT

**The cost of fulfilling the
the Members by means of Assessment
the Association has a reliable source of
their share, Assessments are mandatory
Member's personal obligation.**

**10.1. Obligations for
which a completed home has been cons
instrument, whether or not expressed
other than Declarant or Builder, is dec
the Assessments including:**

(a) General

(b) Special

Special Assessments, Phase I Special

(c) Individu

(d) Phase I

10.2. Guarantee of C
until the end of the first fiscal year of
hereinbelow, it will guarantee that the
Lot per year during the first fiscal year
(5%) on each anniversary thereof. The
Assessments in consideration of this
the budget guarantee for one or more
Members will not be liable for any A
Such election shall be deemed to occur
fiscal year of the Association, the Clas
to renew the budget guarantee. A Lot
referred to as an "Exempt Lot."

10.3. Equitable Divis
Common Special Assessments shall be
Lots will not be subject to ~~assessme~~
assessed on Lots at the rate establish
assessed among all Lots in Phase I eq
among all Lots in Phase II equally.

10.4 ~~General Assess~~

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(a) Establish the ~~General~~ Assessments will be due, semiannual, or annual installments.

(b) All of [redacted] during the time those Lots are owned [redacted]

(c) Late Fee [redacted] fee. Additionally, interest will accrue [redacted]

**10.5 Special Assessment
Assessment (if any), and Phase II As
Special Assessment applicable as follo**

(a) Capital [redacted] been approved in accordance with this

(b) Emergen [redacted] may impose a Special Assessment for

may impose a Special Assessment for other expense that this Declaration requires of reserves, any unexpected expending increases in the amounts budgeted).

(c) Exempt Assessments, nor will an Exempt Lot be a portion thereof declared or assessed with such Special Assessments are made in a Lot no longer is considered an Exempt on January 1 while Lot 7 is an Exempt required until March of the same year, of such year, Lot 7 still will be considered

10.6 Individual Lot Assessment
Individual Lot Assessment against a portion in part, the cost of any special services Declaration as an Individual Lot Assessment on account of any legal expenses (attorney fees) in enforcing this Declaration or in authorized to enforce.

10.7 Effect of Nonpayment

(a) Personal fees, interest, and costs of collection and

**(pre-suit or post-suit) whether or not
Charge”) shall be the personal obligatic**

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**at the time the Assessment Charge was
waive or otherwise escape liability for**

**(b) Creation
continuing lien on the Lot against w
effective upon recording a claim of lie
date of this Declaration. This lien in
Charge that is then due and that may a
and before entry of final judgment of fo
is subject to the subordination provisio**

**(c) Lawsuit
may bring an action at law against the
Charge or may foreclose the lien in a
both, as provided in Section 720.3085
of the Owners, shall have the power
foreclosure sale to acquire, hold, lease**

(d) Subordin
Assessment Charge will be inferior to th
of any Lot pursuant to foreclosure of su
shall extinguish the lien as to paymen
transferees of such Lot shall be liable fo

(e) Other R
Article XII, the Association may asses
facilities, and voting rights of any Mem
guest, licensee, or invitee for any per
governing documents, or during which a

10.8 Certificate of
manager of the Association, upon requ
a member of the Board or by the man
Assessments are owed by that Owner
certificate. Such certificate will be cor
the date of the certificate.

F. Addition to Article X
Article XIII:

13.12 Presuit Mediat
more Members, and all disputes betwe
mediation in accordance with the proc
is ineligible for presuit mediation un

mediation under Fla. Stat. § 720.311(2)

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G. Ratification. Except as remains unmodified and in full force and

**IN WITNESS WHEREOF, the u
Phase II, has caused this Declaration to b**

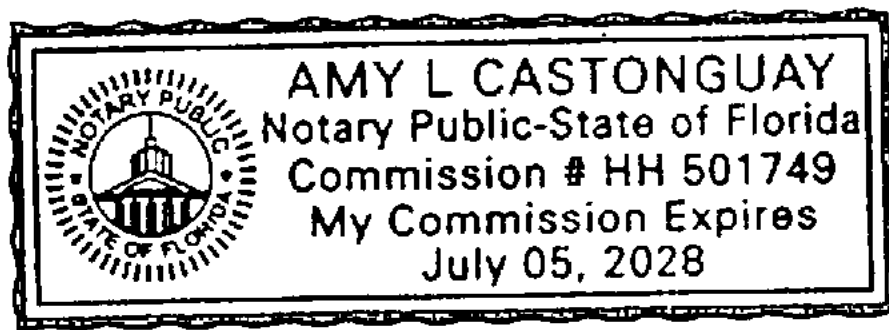
Witnesses:


Print Name: Alexandria Bran


Print Name: Amy L. Castonqua

STATE OF FLORIDA
COUNTY OF Okaloosa

THE FOREGOING INSTRUMENT was executed by the
physical presence or ☐ online notarization of
Joe Zuppa as Manager of OZUSA Investments, LLC
personally known to me or ☒ has produced



(SEAL)

