

Prepared by:  
John "Jay" A. Fraiser, Esq  
Moorhead Law Group  
127 Palafox Place, Suite 200  
Pensacola, FL 32502  
CA-1567-001

**CERTIFICATE OF AMENDMENT AND SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
PRESERVE AT CROWN POINTE HOMEOWNERS ASSOCIATION, INC.**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The Preserve at Crown Pointe 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 The Preserve at Crown Pointe Homeowners Association, Inc. was recorded on January 6, 1997, in Official Records Book 4088, at Page 1318 of the public records of Escambia County, Florida (the "Declaration");

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Preserve at Crown Pointe Homeowners Association, Inc. was recorded on April 18, 2022, in Official Records Book 8764, at Page 668 of the public records of Escambia County, Florida (the "First Amendment");

WHEREAS, in accordance with Article VIII, Section 3 of the Declaration, the Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the total voting interest in the Association; and

WHEREAS, a duly noticed meeting of the members was held on April 5, 2025 at which a quorum was obtained and at least two-thirds (2/3rds) of the total voting interest in the Association approved the following Second Amendment to the Declaration; and

WHEREAS, the Board of Directors certified that the required number of the Owners approved the following Second Amendment to the Declaration:

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows<sup>1</sup>:

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<sup>1</sup> Underlined words are being added; stricken words are being deleted.

**Article IV, Section 1 of the First Amendment is hereby amended to read as follows:**

Section 1 - Use All Lots shall be used and occupied solely for single-family residential purposes 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 specifically authorized by the Architectural Control Board or the Architectural Review Representative; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons or others would routinely visit. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family structure with an attached garage (or a detached garage in conformity with architectural design of the residential structure) for at least two (2) vehicles, and a gazebo (designed in conformity with the architectural design of the residential structure). Notwithstanding the foregoing, a builder who is currently active in constructing residences for sale within the Development may, with the prior approval of and within guidelines established by the Architectural Control Board, construct a residence within the Subdivision which may be used by that builder as a model home for customary purposes. If any residential dwelling is used as a rental property, it shall be rented or leased for a period of no less than a consecutive six (6) ~~nine (9)~~ month period. The rental or lease of residential dwelling located within The Preserve at Crown Pointe subdivision for a period of less than a consecutive six (6) ~~nine (9)~~ month period is strictly prohibited. In addition, the Association shall have the right, but not the obligation, to demand a copy of any executed lease of any residential dwelling located within The Preserve at Crown Pointe subdivision. Upon demand, the Owner leasing or renting a residential dwelling must provide a fully executed copy of the lease agreement to the Association regardless of the length or term of the lease or rental. Sub-leasing of residential dwellings is strictly prohibited.

**Article VIII, Section 5 of the Declaration is hereby amended to read as follows:**

Section 5 - Miscellany. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with the Short-Term Rental Restrictions set forth in Article IV, Section 1. No fine may exceed Two Hundred-Fifty and no/100 Dollars (\$250.00) per occurrence violation with no maximum aggregate. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. No fine may be confirmed except after giving reasonable notice and opportunity for a hearing to the owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners pursuant to the Florida Statutes. The provisions of this subsection do not apply to unoccupied units.

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 Second Amendment to the Declaration was duly adopted and that the Association has caused the Second Amendment to the Declaration to be executed by its President, this 31 day of April, 2025

WITNESSES:

Diana F. Ryan

Print Name: Diana F. Ryan

Address: 2014 Crown Pointe Blvd. Pensacola 32056

Mary Kate Strawbridge

Print Name: Mary Kate Strawbridge

Address: 2009 Crown Pointe Blvd. Pensacola 32506

**THE PRESERVE AT CROWN POINTE  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By: [Signature]  
Its: President

Print Name: Tim Ryan

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization, this 31 day of April, 2025 by Tim Ryan as President of The Preserve at Crown Pointe Homeowners Association, Inc., a Florida not-for-profit corporation.

Kimberley Coffey  
NOTARY PUBLIC  
Print Name: Kimberley Coffey

☒ Personally Known  
OR  
Produced Identification  
Type of Identification Produced

