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WAYNE SMITH
CHANCERY CLERK

THIS INSTRUMENT PREPARED BY:
Stephen P. Leara, Esquire
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

/ RETURN TO:
Carriage Parke Homeowners' Association, Inc.
Attn: C. Richard Olson, Jr.
4300 Legendary Drive, Suite 234
Destin, Florida 32541

Indexing Instructions: All lots in Carriage Parke Subdivision, NE ¼ of Section 34, Township 4 North, Range 14 West, Lamar County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF LAMAR

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARRIAGE PARKE SUBDIVISION

THIS AMENDMENT is made and entered into this 5th day of February, 2016, by OLP CARRIAGE PARKE, LLC, the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Carriage Parke Subdivision, dated May 29, 2007, and recorded in Land Deed Book 19H at Page 142 in the office of the Chancery Clerk of Lamar County, as amended by that certain Addendum #1 of the Declaration of Covenants, Conditions and Restrictions for Carriage Parke Subdivision, dated March 14, 2008, and recorded in Land Deed Book 19W at Page 260 in the office of the Chancery Clerk of Lamar County, as further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Carriage Parke Subdivision, recorded on December 16, 2013 in Land Deed Book 23-K at Page 664 in the office of the Chancery Clerk of Lamar County, Mississippi.

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions, the Declarant has the right to amend said documents; and,

WHEREAS, it is in the best interests of the Carriage Parke Subdivision that the Declaration of Covenants, Conditions and Restrictions be amended.

NOW THEREFORE, in consideration of the benefits that accrue to the Declarant and to the Owners of Lots in the Carriage Parke Subdivision, the Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. **ARTICLE II, SECTION 23** is hereby deleted in its entirety and replaced with the following:

SECTION 23. Parking. All parking within the Property shall be in accordance with the rules and regulations adopted from time to time by the Association. Any vehicle parked in violation of this Section is subject to being towed away at the Owner's expense without further warning. Owners shall park their vehicles in areas of their Lots expressly provided for the same, including but not limited to the garage or driveway portion of Owner's residence. In addition, automobile parking on any Lot shall be limited to the reasonable number of automobiles appropriate to the residential use of that Lot. Because guest parking may be limited, each Owner is specifically cautioned that they and the occupants of their residence may be limited or restricted as to the number of vehicles they may park on the Property. Vehicles or recreational equipment shall not be parked in any portion of the Owner's yard. There shall be no on street parking for any Owner or guest or invitee, unless for special events approved in writing by the Declarant or the Association. Vehicles or recreational equipment without current registration shall not be permitted to be parked or stored on any portion of the Property unless they are parked within a garage.

2. **ARTICLE II, SECTION 28** is hereby deleted in its entirety and replaced with the following:

SECTION 28. Windows and Doors. Windows may be either vinyl frame or wood frame windows. Metal windows of all kinds are specifically prohibited. Any window that is six (6) square feet or more in gross surface area should have divided lights, provided that such window faces a front elevation. Front doors must be wood and must be stained in a color suitable to the specific style of the residence on each Lot. The suitability of the front doors for particular homes shall be determined by the Architectural Review Committee.

3. The following sections shall be added to **ARTICLE II, COVENANTS RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS**:

SECTION 44. Occupancy. Each residence shall be occupied as a private residential dwelling, and no residence may be occupied at any time by a number of persons, including adults and minors, in excess of two (2) persons per bedroom.

SECTION 45. Garbage. Except on those days designated as scheduled collection days for the Property by the agency responsible for collecting garbage and trash, Owners must place all garbage and trash containers so that they are not visible from any adjoining Lot or any street.

SECTION 46. Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. (This Section is not applicable to the Declarant and shall apply after sale of Lots by Declarant. Further, this Section is not applicable to Owners until ten (10) days after Owner's residence shall be available for occupancy.)

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Except as hereinabove amended, said original Declaration of Covenants, Conditions and Restrictions for Carriage Parke Subdivision dated May 29, 2007, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this amendment by setting its authorized signature hereto this the 5th day of February, 2016.

OLP CARRIAGE PARKE, LLC

By: Olson Land Partners, LLC, its Manager

[Handwritten signature in blue ink]

By: C. Richard Olson, Jr., its Manager

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

Personally appeared before me, the undersigned authority in and for the said county and state, the within named C. RICHARD OLSON, JR., Manager of OLSON LAND PARTNERS, LLC, a Florida limited liability company, who is the Manager of OLP CARRIAGE PARKE, LLC, a Delaware limited liability company, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned being duly authorized to so act.

Witness my signature and official seal of office this the 5th day of February, 2016.



LYDIA GALLUP
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF209868
Expires 9/5/2016

[Handwritten signature in blue ink]

NOTARY PUBLIC

My Commission Expires: 9/5/16

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
LAMAR COUNTY

Wayne Smith, Chancery Clerk

LD Book 24-Z Page 198

Indexed Recorded Abstracted

Sharon Ferrin D.C.

