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2016 APR 11 AM 9 17  
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

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

THIS AMENDMENT is made and entered into this 31<sup>st</sup> day of March, 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, as further amended by that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Carriage Parke Subdivision, dated February 5, 2016, and recorded in Land Deed Book 24-Z at Page 198 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. The following article and sections shall be added:

**ARTICLE XII  
LEASE OF LOT OR RESIDENCE**

**SECTION 1. Restriction on Residential Leases.** Owners shall be prohibited from leasing any residence constructed on a Lot or any portion of any residence or Lot within the Property except as expressly provided in this Section. No Lot or any portion thereof may be leased for a term of less than one (1) year, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease his Lot, or any portion thereof, more than twice during any calendar year. Any deviations from the restrictions set forth in this Section 1 must be approved by the Association.

**SECTION 2. Minimum Leasing Rate.** No Lot or any portion thereof may be leased for less than \$1,250 per month.

**SECTION 3. Tenant’s Compliance with Declaration and Rules and Regulations.** Prior to execution of any lease, Owner shall provide to tenant a copy of the Declaration and Rules and Regulations. Every tenant shall be required to comply with the terms and conditions of the Declaration and the Rules and Regulations.

**SECTION 4. Association Review.** All leases must be submitted to the Association at least five (5) days prior to commencement for review. Prior to submittal, the Owner may redact confidential information (such as tenant names) as long as the general lease terms are available for review, including, but not limited to, lease commencement date, lease expiration date, lease rate, number of occupants and number of pets. The Association shall review the lease for compliance with the requirements set forth above only and for no other purpose. The Association will not otherwise review the lease and will not perform background checks, criminal records search, financial or credit check or any other information search in connection with any lease.

**SECTION 5. Owner Liability.** During the term of any lease, Owner shall not be relieved of any obligations under the Declaration or Rules and Regulations, and Owner and tenant shall jointly and severally be liable for any actions of tenants which may be in violation of the Declaration, Rules and Regulations, or any other documents set forth above. In the event a tenant (including all persons residing on the Lot), occupant, invitee, or guest violates the Declaration, Rules and Regulations or any other obligation with respect to the Property, the Association shall have the power to bring an action or suit against the tenant or occupant, or guest and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity.

476

**SECTION 6. Declarant and Association Liability.** Declarant, the Association, and the individual members, officers, directors, employees or agents of any of them, shall not, jointly or severally, be individually or personally liable or accountable in damages or otherwise to any Owner or other person or party affected by this Declaration or Rules and Regulations, or to anyone submitting leases for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to this Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval.

**SECTION 7. Owner Delinquency.** If a Lot, or any portion of a Lot, is occupied by a tenant and the Owner of said Lot becomes delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy on the Lot. Should the Association assert this right, pursuant to Mississippi law, any tenant who complies with the Association's demand is immune from any claim by the Owner related to the rent timely paid to the Association after the Association has made written demand. Following said demand by the Association, should any tenant fail to remit the rent, the Association may issue notice, pursuant to applicable Mississippi law, and sue for eviction, as if the Association were a landlord under Mississippi law. However, the Association is not otherwise considered a landlord and specifically has no obligations under Mississippi law.

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.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Declarant has executed this amendment by setting its authorized signature hereto this the 31<sup>st</sup> day of March, 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 31<sup>st</sup> day of March, 2016.

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

*[Handwritten signature]*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 9/5/16



**CERTIFICATE OF FILING AND RECORDING**  
STATE OF MISSISSIPPI  
LAMAR COUNTY  
Wayne Smith, Chancery Clerk  
LD Book 25-C Page 474  
Indexed  Recorded  Abstracted   
*Sharon Herrin* D.C.