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Prepared by:  
Victor C. Franck, of  
Franck & Associates (PLC)  
82 Drift oak Circle  
The Woodlands, TX 77381

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SUNSET PASS, A  
PLANNED UNIT DEVELOPMENT ("P.U.D.")**

THIS AMENDMENT TO DECLARATION is made and entered on this 3rd day of September, 2003, by PERDIDO KEY LOTS 124 & 125, L.L.C., a Florida limited liability company, hereafter referred to as "Declarant,"

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain Property located in Perdido Key described as Sunset Pass, a Planned Unit Development, according to the plat recorded in Plat Book 16, Page 63 of the public records of Escambia County, Florida, being a replat of Lots 124 and 125, Gulf Beach Subdivision, according to the map or plat thereof as recorded in Plat Book 4, Page 52 of the public records of Escambia County, Florida;

WHEREAS, Declarant has filed and subjected the Property to the Declaration of Covenants, Conditions and Restrictions for Sunset Pass, a Planned Unit Development ("PUD") (the "Declaration"), as recorded in Official Records Book 4505, Pages 1708 - 1733 of the public records of Escambia County, Florida, and

WHEREAS, Declarant desires to amend the Declaration in order to develop the Property in a manner which will enhance the enjoyment of the natural resources of the property and encourage a harmonious architecture;

NOW, THEREFORE, Declarant declares that the Declaration is hereby amended as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Declaration.
2. Amendment to Declaration. The Declaration is hereby amended to provide as follows:

(a) A new Article II, Section 10 is hereby added to the Declaration in the appropriate order to provide as follows:

Section 10. Owner Utility Easements. The Owners shall have and are hereby granted a permanent and perpetual easement for the purpose of running and maintaining conduits, ducts, wires, pipes, plumbing, air conditioning lines or other customary related conductors and utilities (individually or collectively, "Utilities") below the surface of and under any Lot and improvements erected thereon. The use of such easement shall be subject to the one benefiting from such use restoring the property to substantially the same condition as it was in prior to use of the easement, at the sole cost and expense of the user. Declarant and/or its contractors and subcontractors shall have the right to utilize such easement as may be necessary or convenient to facilitate the construction of any development infrastructure and/or Unit (now or in the future) on any Lot or on any portion of the Common Areas. Once any such Utilities are placed in the ground within an easement area (either originally placed or subsequently relocated), an "as-built" survey shall be prepared at the cost of the party benefiting from the easement indicating the location of such Utilities and provided to the Owner of each Lot in which such Utilities are located.

(b) A new Article II, Section 11 is hereby added to the Declaration in the appropriate order to provide as follows:

Section 11. Owner A/C and Electrical Easements. Each Owner shall have a permanent easement for the purpose of locating, maintaining, and running utilities, pipes, lines and wires to, the air conditioning condenser unit in the portion of the Common Areas immediately adjacent to the side of the building the Owner's Unit is located in. Each Owner shall also have a permanent easement for the purpose of locating, affixing and maintaining an electrical meter and/or panel on the outside wall of the outside Unit in the building the Owner's Unit is located in. Declarant and/or its contractors and subcontractors shall have the right to utilize such easements as may be necessary or convenient to facilitate the construction of any development infrastructure and/or Unit (now or in the future) on any Lot.

3. Captions and Section Headings. The captions and section headings used herein are for convenience and reference only and shall in no way define, describe, extend, modify, or limit the scope, interpretation or intent of this Amendment to Declaration, nor the meaning of any provision hereof.


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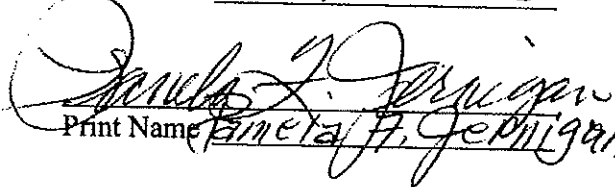
IN WITNESS WHEREOF, PERDIDO KEY LOTS 124 & 125, L.L.C. has caused this instrument to be executed by its authorized Manager this 3rd day of ~~August~~ <sup>September</sup>, 2003.

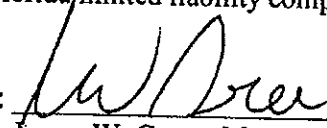
Signed, sealed and delivered in the presence of the following witnesses:

DECLARANT:

  
Print Name Linda E. White

**PERDIDO KEY LOTS 124 & 125, L.L.C.**  
a Florida limited liability company

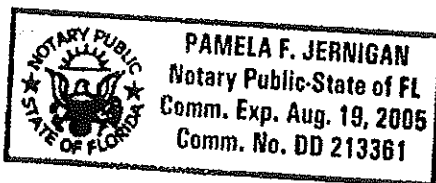
  
Print Name Pamela F. Jernigan

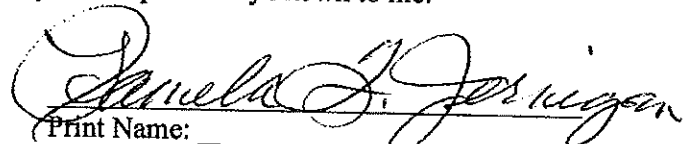
By:   
James W. Green, Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3d day of Sept ~~August~~, 2003, by James W. Green, a Manager of PERDIDO KEY LOTS 124 & 125, L.L.C., a Florida limited liability company, on behalf of that limited liability company. He is personally known to me.



  
Print Name: \_\_\_\_\_  
Notary Public  
My commission expires: 8-19-05

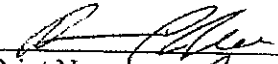
**JOINDER OF MORTGAGEE**

Bank of Pensacola, as mortgagee on the property encumbered and restricted hereby, does hereby join in this First Amendment to Declaration of Covenants, Conditions and Restrictions.


Signed, sealed and delivered in the presence of the following witnesses:

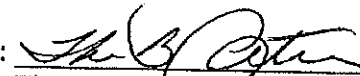
MORTGAGEE:

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-145086

  
Print Name: David D. Allen

**BANK OF PENSACOLA**

  
Print Name: FRAN MCGEE

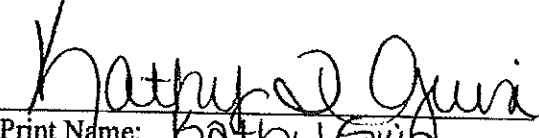
By:   
Thomas B. Carter, President  
125 W. Romana Street  
Suite 400  
Pensacola, FL 32501

**STATE OF FLORIDA**

**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of ~~August~~ <sup>September</sup>, 2003, by Thomas B. Carter, the President of BANK OF PENSACOLA, a Florida corporation, on behalf of that corporation. He is personally known to me.

KATHY F. GUIN  
Notary Public-State of FL  
Comm. Exp: May 14, 2004  
Comm. No: CC 928462

  
Print Name: Kathy Guin  
Notary Public  
My commission expires: 5/14/2004