

Prepared by:  
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Moorhead Real Estate Law Group  
127 Palafox Place, Suite 200  
Pensacola, FL 32502

**CERTIFICATE OF AMENDMENT AND SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LA  
MIRAGE, A RESIDENTIAL SUBDIVISION**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

LA MIRAGE HOMEOWNERS ASSOCIATION OF PENSACOLA, 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 La Mirage,  
Subdivision was recorded on December 20, 1985, in Official Records Book 2158, at Page 111 *et. seq.*  
of the public records of Escambia County, Florida (the "Original Declaration");

WHEREAS, the Amendment to Declaration of Covenants, Conditions, and Restrictions  
for La Mirage, Subdivision was recorded on April 22, 1987, in Official Records Book 2385, at  
Page 106 *et. seq.* of the public records of Escambia County, Florida ("First Amended  
Declaration");

WHEREAS, the Amended Declaration of Covenants, Conditions, and Restrictions for La  
Mirage, A Residential Subdivision was recorded on September 1, 1988 in Official Records Book  
2598, at Page 006 *et. seq.* of the public records of Escambia County, Florida ("Amended and  
Restated Declaration") (collectively, the Original Declaration, First Amended Declaration and  
Amended and Restated Declaration shall hereinafter be referred to as the "Declarations");

WHEREAS, in accordance with Section 27 of the Amended and Restated Declaration, the  
Declarations may be amended by affirmative vote of a majority of the plotted lots in the  
subdivision.

WHEREAS, a duly noticed meeting of the members was held on October 19,  
2019 at which a quorum was obtained and not less than a majority of the plotted lots in the  
subdivision approved of the Second Amended and Restated Declaration of Covenants, Conditions,  
and Restrictions for La Mirage, A Residential Subdivision ("Second Amended and Restated  
Declaration"); and

WHEREAS, at a duly noticed meeting of the Association's Board of Directors (the "Board") held on October 11, 2019, the Board certified that the required number of the Owners approved the following Second Amended and Restated Declaration; and

IN WITNESS WHEREOF, the Association hereby certifies the following Second Amended and Restated Declaration was duly adopted and that the Association has caused the Second Amended and Restated Declaration to be executed by its President, this 22 day of October, 2019.

WITNESSES:

**LA MIRAGE HOMEOWNERS  
ASSOCIATION OF PENSACOLA, INC.,**  
a Florida not-for-profit corporation

[Signature]  
Print Name: John "Jay" Fraiser  
[Signature]  
Print Name: Ciara Wheeler

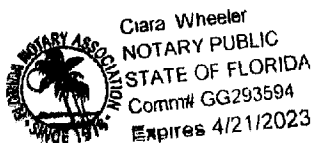
[Signature]  
By: Karen C. Bryan  
Its: President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of October, 2019, by Karen C. Bryan as President of La Mirage Homeowners Association of Pensacola, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC  
Print Name: Ciara Wheeler

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced FLDL



**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR LA MIRAGE, A RESIDENTIAL  
SUBDIVISION**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LA MIRAGE, A RESIDENTIAL SUBDIVISION ("Second Amended and Restated Declaration") is made by the La Mirage Homeowners Association of Pensacola, Inc. ("Association") pursuant to the amendment provisions of the Original Declaration as approved by not less than a majority of the plotted lot owners.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions La Mirage, Subdivision was recorded on December 20, 1985, in Official Records Book 2158, at Page 111 *et. seq.* of the public records of Escambia County, Florida (the "Original Declaration");

WHEREAS, the Amendment to the Declaration of Covenants, Conditions, and Restrictions La Mirage, Subdivision was recorded on April 22, 1987, in Official Records Book 2385, at Page 106 *et. seq.* of the public records of Escambia County, Florida ("First Amended Declaration");

WHEREAS, the Amended Declaration of Covenants, Conditions, and Restrictions for La Mirage, A Residential Subdivision was recorded on September 1, 1988, in Official Records Book 2598, at Page 006 *et. seq.* of the public records of Escambia County, Florida ("Amended and Restated Declaration") (collectively, the Original Declaration, First Amended Declaration and Amended and Restated Declaration shall hereinafter be referred to as the "Declarations");

WHEREAS, the undersigned officer of the Association declares that all of the lots within La Mirage Subdivision, as described in the Declarations shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, and the covenants, conditions and restrictions herein contained shall constitute covenants running with each of the lots within La Mirage Subdivision, and shall be binding upon the undersigned and all persons deraining title through the undersigned.

NOW THEREFORE, the Amended and Restated Declaration is amended and restated as approved by members of the Association as follows:

1. Definitions:

(a) "Association" shall mean and refer to La Mirage Homeowners Association of Pensacola, Inc., a Florida non-profit corporation, its successors and assigns.

(b) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot or building site which is a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to that certain real property hereinbefore described.

(d) "Common Area" shall mean all real property (including the improvements thereto) which the Association members have the right to use and enjoy by right of easement and shall include any property shown on the recorded plat of La Mirage with the exception of the platted lots, the Retention-Detention Basin, the Addition to City of Pensacola Park, and any sanitary and drainage easements.

2. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot or building site, subject, however, to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association by vote of two-thirds (2/3) of the membership.

3. Membership and Voting Rights. Every Owner of a lot or building site which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or building site which is subject to assessment. When more than one person or entity holds an interest in any lot or building site, all such persons or entities shall be members. The vote for such lot or building site shall be exercised as such persons or entities may determine, but in no event shall more than one vote be cast with respect to any lot or building site.

4. Covenant for Maintenance Assessments.

(a) Creation of this Lien and Personal Obligation of Assessments. Declarants, for each lot within the Properties, hereby covenant, and all Owners of lots or building sites in the subdivision, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, administrative late fees (not to exceed the greater of \$25 or 5 percent of the

amount of each installment that is past due) and reasonable attorney's fees, shall be a charge on the interest in the land and shall be a continuing lien upon the interest in the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by them.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and specifically for maintenance of the entrance, road right-of-way landscaping, landscaping and fencing along Spanish Trail, signs, and electric and water meter charges, and the cleaning of debris from lots or building sites on which a residential dwelling has been constructed.

(c) Maximum Annual Assessment. The maximum annual assessment shall be \$150.00 per lot or building site as of the date of this Third Amendment and shall remain unless changed as follows:

(i) The Association's Board of Directors shall have the authority within its sole discretion to raise the annual assessment for any fiscal year if the increase does not exceed 115% of the previous year's annual assessment. Any annual assessment amount in excess of 115% of the previous year's annual assessment shall require the affirmative vote of two-thirds (2/3) of the members who are voting in person, electronically voting or by proxy at a meeting duly called for such purpose.

(d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or other areas being landscaped and maintained by the Association, including fixtures and personal property related thereto, provided that any such assessment for less than \$150.00 shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person, electronically or by proxy at a meeting duly called for this purpose, and any assessment in excess of \$150.00 shall have the assent of seventy-five percent (75%) of the votes of the members who are voting in person, electronically or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for Any Action Authorized Under this Paragraph. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at

the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

(f) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots or building sites.

(g) Date of Commencement of Annual Assessment Due Dates. The annual assessments provided for herein shall commence as to all lots or building sites at such time as is fixed by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each lot or building site at least thirty (30) days in advance of each assessment period. Written notice of the first assessment and each annual assessment thereafter shall be sent to every Owner subject thereto. The due dates shall be January 1 of each calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot or building site have been paid. A properly executed certificate of the Association as to the status of assessments on a lot or building site is binding upon the Association as of the date of its issuance.

(h) Effect of Non-payment of Assessments: Remedies of the Association. Any assessment payments not paid within thirty (30) days after the due date shall accelerate the due date of the entire assessment and shall bear interest from the due date at the rate of eighteen percent (18%), or the maximum rate allowed under Florida law, per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the lot or building site. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot or building site.

(i) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the interest in any lot or building site shall not affect the assessment lien. However, the sale or transfer of the interest in any lot or building site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or building site from liability for any assessments thereafter becoming due or from the lien thereof.

5. No lot or building site in the subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family residential dwelling, one detached garage for not less than two or more than three cars. A single-family dwelling may contain an attached servant's or maid's quarters. No such single-family dwelling shall exceed three stories in height. Exchanging or offering to exchange the Short-Term use of the Lot for monetary value, or other non-monetary consideration, is expressly prohibited. Short-Term shall be defined as any period of time less than a six (6) month consecutive period. This prohibition applies, but is not limited to, leases, transient occupancy, boarding housing, hotel lodging, as well as through rental platforms such as Airbnb, HomeAway, TripAdvisor, FlipKey, VRBO, and other similarly situated entities

and/or platforms. Lot Owners soliciting for such arrangements by any medium shall be in violation of this prohibition.

6. Exclusive of storage rooms, porches, and garages, no one story dwelling shall be erected on any building site having a living area of less than 1700 square feet, and no dwelling with more than one story of living area shall have first floor living area of less than 1150 square feet and a total living area of less than 1700 square feet. However, the minimum square footage required in this paragraph may be increased at Declarants' option by means of deed restrictions, which restrictions shall not affect any other lot or building site within the subdivision.

7. No residential dwelling shall be constructed on any building site in the subdivision which does not conform to the setback lines drawn on the recorded plat of La Mirage. In addition, no dwelling shall be erected on any building site nearer than 30 feet to the front lot line, no nearer to a dwelling site side line than 8.5 feet, and no nearer than 15 feet to any side street line. The setback requirements shall also comply with the City of Pensacola's zoning regulations and the setback requirements may be waived or modified on a case by case basis upon written approval by the Architectural Control Committee ("ACC") in accordance with the provisions of Paragraph 13 below. All residential dwellings that are under construction as of the date of this Amendment shall be deemed to be in compliance with the setback requirements unless legal action has been commenced to enjoin such violation.

8. If one lot and all or a portion of an adjacent lot within the subdivision are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest plotted lot within the subdivision nor have a width, at the building setback line, of less than 85 feet.

9. All buildings constructed on any lot within the subdivision shall be constructed in conformity with all applicable building codes and regulations and in conformity with the City of Pensacola building requirements.

10. Every residential dwelling constructed on a lot or building site in the subdivision shall contain or be accompanied by either an attached or detached garage adequate for the parking and/or storing of no less than two nor more than three automobiles, boats, trailers, campers, motorcycles, motorbikes, and all other like vehicles and equipment. No trailer, mobile home, RV, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, house trailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine equipment or apparatus other than operating passenger automobiles, SUVs, vans and pickup trucks shall be parked or stored on any street, or in any driveway or on any lot or building site in the subdivision so as to be visible from the street or to the other residents in the subdivision. All such vehicles, machines, equipment and apparatus shall be parked or stored in a garage or on the rear of the lot or building

site and screened by a six-foot fence so as not to be visible from the street or adjacent subdivision lots or building sites. No such vehicles, machines, equipment or apparatus shall be parked or stored in the street right-of-way abutting any lot or building site except when such are in actual use. Trailers, RV's, campers, and boats may be parked in the driveway of a Lot for up to a total of forty-eight (48) hours for loading and unloading only, and never for dwelling purposes or vehicle maintenance. In addition, no vehicle of any sort or type may be parked on any lawn or grass and must be parked in the driveway at all times.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot or building site at any time as a residence, either temporarily or permanently, and except as required during construction of any dwelling, no structure of a temporary character shall be constructed or permitted to remain on any lot or building site.

12. In the event that a detached garage is constructed on any lot or building site, it shall be of a type of construction which shall be architecturally consistent with the main residence to be constructed. Any detached garage must be located within the setback requirements as provided for in Paragraph 7 above, unless a written waiver and approval for an alternate location is granted by the ACC.

13. No residential building, dwelling, or detached garage, or other building or improvement, including, but not limited to, porches, decks, covered patios, boat storage buildings, pools, dressing rooms, walls fences or hedges, shall be constructed, erected, placed, or altered on any lot or building site in the subdivision until the construction plans and specifications and a plan or plot showing the location of the improvements and the landscape plans and showing the nature, kind, shape, height, material, color and location of same have been submitted to and approved in writing by the ACC. No corrugated or standing seam metal roofs shall be permitted on any residential building, dwelling, or detached garage, or other building or improvement, including, but not limited to, porches, decks, covered patios, boat storage buildings, pools, and/or dressing rooms.

The ACC shall be composed of not less than five (5) representatives appointed by the Board of Directors of the Association. Upon the death or resignation of a member or members of the committee, the Board of Directors shall appoint a successor member or members. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant

The committee's approval or disapproval, as required in these covenants, shall be in writing and should be signed by at least three (3) ACC committee members. No member of the ACC shall be present during review and consideration of a personal request. In the event that the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, or in any event, if no suit is filed to enjoin the construction within thirty (30) days



of commencement, approval will not be required and the related covenants shall be deemed to have been fully complied with or not applicable.

When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the committee may release the lot, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The committee shall not give such a release except for a violation that it determines, in its sole discretion, to be a minor or insubstantial violation.

14. No fence shall be constructed and no hedge shall be planted nearer the street than the front lot line, or the front of the residential dwelling, or adjacent residential dwelling, whichever is furthest, and if a corner lot, nearer the side street line than the side street setback line. This restriction does not apply to any growing fence or hedge which does not exceed four feet in height. All such fences shall be constructed of material consistent with a high quality subdivision and shall not exceed six feet in height, provided, however, that the ACC shall have the authority to approve such other fences as do not detract from the effective preservation and maintenance of the value and amenities in La Mirage, and are consistent with the maintenance of a high quality subdivision. All such fences must be approved by the ACC prior to construction. There is excepted from this restriction any fences that are required by FHA, VA or the City of Pensacola, Florida to be constructed and maintained around easement areas of the retention basin.

15. No sign of any kind shall be displayed to the public view on any lot or building site in the subdivision except for one sign of not more than five square feet advertising the property for sale or rent, one (1) security sign, and signs used by a builder to advertise the property during the construction and sales period. Signs (including political signs) larger than two (2) feet by two (2) feet may not be displayed in or on any vehicle while parked within the subdivision. As a general exception to the one (1) security sign limitation, any corner lots located within the subdivision, may have up to two (2) security signs.

16. No garbage, trash, refuse, or rubbish may be deposited, dumped or kept on a lot except in closed sanitary containers completely screened from view. Trash containers must be placed street side on the day designated for pickup and promptly returned to the proper storage area as soon as possible after being emptied. During any construction on a lot, only approved construction dumpsters are permitted. Construction dumpsters will be approved for an initial period of ninety (90) days. Thereafter, an Owner must submit a request to the ACC for approval for an additional ninety (90) days

17. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures and fences attached thereto in a slightly, neat, clean and orderly fashion manner. Each Owner shall at all times maintain the appearance and integrity of any driveway. Any driveway, regardless of age or material, must be repaired or replaced within a reasonable amount of time (not to exceed 60 days) following notice from the Board of Directors

of the Association. The plan to repair or replacement of the broken or significantly damaged driveway must be approved by the ACC.

18. All mailboxes placed, erected or constructed on any lot or building site in the subdivision shall be set in brick or framed in wood and shall be similar in design and style to the residential dwelling situated on said lot or building site. Any existing mailboxes not built to the standards contained herein shall be permitted to remain unless and until repair or replacement of the existing mailbox. At the time of the repair or replacement of the existing non-conforming mailbox, the newly repaired or replaced mailbox shall be built to conform to the standards contained herein.

19. No clothes lines visible from the street or from adjacent subdivision property, or other items detrimental to the appearance, shall be permitted on any lot or building site.

20. No noxious or offensive activity or trade shall be carried on or maintained on any lot or building site in the subdivision nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, nor shall any lot or building site be used for the purpose or carrying on a trade, profession, business or public amusement.

21. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any lot or building site in said subdivision and no such lot or building site shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

22. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large. All Owners are to be familiar with and to abide by all City and County Ordinances regarding animal control.

23. Utility or other drainage easements shall not be fenced in any manner that will prohibit access and use. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

24. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners.

25. No TV or radio antenna, satellite dishes, or solar panels, of any kind, that are visible from the street or abutting property, shall be permitted to be erected or to be located or to remain on any lot, residence or building site at any time. No television satellite dish or solar panels shall be erected, located or permitted to remain on any lot, residence or building site within the subdivision unless written permission is granted by the ACC. If written approval is given, any TV or radio antenna, and/or satellite dish must be installed so that they are located in the rear yard

behind the residence or on the rear roof of the residence; are no closer to the side lot line than the side of the dwelling; no closer to the front lot line than the rear of the dwelling; and enclosed by a six (6) foot high privacy fence. If written approval is given to install or construct solar panels, the solar panels must be installed on the rear roof of the residence or in another locating that is not visible from the street or abutting property. Approval of the placement or location of any TV or radio antenna, satellite dish, and/or solar panels shall not be withheld by the ACC if mandated by applicable Federal laws regarding the same.

26. With respect to each lot or building site on which a residential dwelling is constructed, it is required that at the time of initial construction, that the front yard be sodded and that the sodding be properly and perpetually maintained. All corner lots shall have both the front and side yards completely sodded and properly and perpetually maintained. Growth of noxious weeds or vegetation are not permitted on any lot or within flowerbeds. Dead vegetation, including bushes, trees, or groundcover must be removed.

27. At the time of the construction or remodeling of any residential dwelling on any lot or building site, each owner and/or builder must maintain an industrial waste container on said lot or building site for use in the disposing of building debris and trash for the duration of the building permit being open, inactivity of a building permit may not occur for more than thirty (30) days. Each such lot or building site shall be maintained as free of building waste and rubble as is reasonably possible.

28. All laws of the State of Florida and of the City of Pensacola and the County of Escambia, and all rules and regulations of their administrative and regulatory agencies or bodies now and hereafter in effect with regard to sewage disposal, water supply, and sanitation are incorporated herein and made a part hereof. No individual sewage disposal systems shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements and approval of the Board of Health of Escambia County, Florida.

29. This Second Amended and Restated Declaration may be amended at any time by an instrument signed by not less than a majority of the votes of the total owners within the La Mirage Subdivision.

30. These covenants may be enforced by any lot or building site owner or by the Association, against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, and in the event of such enforcement the prevailing party shall be entitled to recover his costs and reasonable attorney's fees from the other party. In the event of enforcement action initiated by the Association, all pre-litigation and litigation fees incurred in that action are recoverable against the Owner. All enforcement actions permissible under Florida law are available to the Association, including the right to levy and enforce fines against an offending Owner. A fine may be levied by the Board of Directors of the Association for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$100 per violation and may not exceed \$5,000 in the aggregate.

In the event an Owner shall fail to maintain a Lot or to maintain the improvement situated thereon in a sightly, neat, clean and orderly manner as otherwise satisfactory to the Board of Directors of the Association, the Association (after satisfying all notice requirements as may be required under Florida law) shall have the right, through its agents, vendors or contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or any improvements thereon. The costs of such corrective action, together with interest at the maximum rate then allowed by law (if not paid within ten (10) days after written demand thereof) as well as all reasonable attorney's fees and associated costs, shall be: (i) a charge on the Lot, (ii) shall be a continuing lien on the Lot, and (iii) shall also be the personal obligation of such Owner at the time such corrective action is performed.

31. Invalidation of any of these covenants by judgement or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

32. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of these covenants, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument, signed by the then owners of a majority of the lots, agreeing to change these covenants in whole or in part, has been recorded.

33. In the event of damage to or destruction of any improvement on any lot or building site by fire, windstorm, water or other cause whatsoever, the owner shall, within a reasonable time, either: (i) cause said improvements to be repaired or rebuilt at owner's expense so as to place the same in as good and tenantable condition as they were in before the event causing such damage or destruction, or (ii) have the lot or building site cleared and cleaned. Failure to do either of the above shall constitute a breach of these covenants and restrictions. Subject to priority in favor of any mortgagee under a mortgagee clause, all insurance proceeds for loss or damage to any improvement upon any lot or building site shall be used to assure the repair or rebuilding of such improvement or clearing of the lot or building site. The Association shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee under a mortgagee clause, to enforce the intent of the foregoing.

*[end of text – signature page to follow]*

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 be executed by its President, this 22 day of October, 2019.

WITNESSES:

**LA MIRAGE HOMEOWNERS  
ASSOCIATION OF PENSACOLA, INC.,**  
a Florida not-for-profit corporation

[Signature]  
Print Name: John "Jay" Fowler  
[Signature]  
Print Name: Ciara Wheeler


[Signature]  
By: Karen C. Bryan  
Its: President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of October, 2019, by Karen C. Bryan as President of La Mirage Homeowners Association of Pensacola, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC  
Print Name: Ciara Wheeler

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced FLDL

 Ciara Wheeler  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG293594  
Expires 4/21/2023