

This Instrument Prepared By:  
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Emmanuel, Sheppard and Condon  
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Pensacola, Florida 32502  
(850) 433-6581  
A0227-113654

**FIRST AMENDMENT TO THE  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
INDIAN LAKE**

**THIS FIRST AMENDMENT** to the Covenants, Conditions and Restrictions of Indian Lake made this 30 day of June, 2008 by HIGDON, JACOBS & PACHECO, LLC., a Florida limited liability company (hereinafter "Declarant") and ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida corporation (hereinafter "Adams").

**WITNESSETH**

**WHEREAS**, Declarant executed the Covenants, Conditions and Restrictions of Indian Lake (the "Declaration") and recorded same in Official Records Book 6185 at Page 1637 of the Official Records of Escambia County, Florida; and

**WHEREAS**, all of the lots in Indian Lake are owned by either Declarant or Adams; and

**WHEREAS**, Declarant and Adams desire to amend the Declaration in the following respects.

**NOW THEREFORE**, Declarant and Adams hereby amend the Declaration as follows:

1. Article VII is hereby amended by adding the following Section 29.

Section 29 --- Access to Future Development. Declarant currently owns a parcel of property located to the north of and abutting Mohegan Circle. This property is located between Lot 6, Block B and Lot 1, Block C of Indian Lake Subdivision but is outside the boundaries of the Plat. Declarant may elect, in Declarant's sole discretion to convey this property, hereinafter referred to as the "Additional Parcel," a more particular description of which is attached hereto as Exhibit "C," to a third party, hereinafter referred to as the "Additional Parcel Owner," for use as ingress and egress for a future residential development located to the north of Indian Lake Subdivision. In the event the parcel is so used for ingress and egress, Declarant shall convey to the Additional Parcel Owner, a perpetual, non-exclusive easement for ingress and egress along, over and upon Red Bull Trail and Mohegan Circle, extending from the intersection of Red Bull Trail and County

Road 297A to the intersection of an extension of the west line of the Additional Parcel and Mohegan Circle, said area to be hereinafter referred to as the Easement Parcel. This grant of easement shall only become effective upon the recording of a notice setting forth Declarant's intent to exercise his option to grant such easement.

In the event an easement for ingress and egress is granted as set forth above, the Additional Parcel Owner shall convey and assign its rights in said easement to the owners' association of the future development to own on behalf of the owners of lots in said future development, in perpetuity. The owners association for the future development shall contribute to the cost of maintenance and repair of the Easement Parcel based on a fraction, the numerator of which is the number of lots in the future development and the denominator of which is the total number of lots in Indian Lake and the future development combined. The liability for said contribution shall commence at the time the plat of the future development is approved by Escambia County, Florida and recorded in the Public Records of said county. Any damage to the paving on the Easement Area directly caused by the construction work (such as by transport of heavy trucks and machinery over the Easement Area) during the construction phase of the future development shall be repaired and the road restored to as good or better condition than existed prior to said damage by the Additional Parcel Owner. In the event the future development is a "future phase" or "future phases" of an existing subdivision, the easement described herein shall run only in favor of those lots in the phase or phase(s) accessed through the Easement Area, and the liability for maintenance contribution shall only extend to that phase accessed through the Easement Area.

As an alternative, the Declarant or the Additional Parcel Owner, as applicable, may elect, in his sole discretion, to use the Additional Parcel as a residential lot. If the Additional Parcel is used as a residential lot, the Declarant or the Additional Parcel Owner, as applicable, shall record a notice subjecting the Additional Parcel to this Declaration, whereupon the Additional Parcel shall become subject to all the covenants and restrictions contained herein, and the Owner of the Additional Parcel shall be considered an Owner for all purposes under this Declaration, including, but not limited to, membership in the Association, liability for regular and special assessments, and voting rights.

**IN WITNESS WHEREOF**, Declarant and Adams have caused this instrument to be executed to be effective as of the date and year first written above.

**SIGNATURES ON FOLLOWING PAGES**

WITNESSES:

[Signature]  
Print Name: Phillip A. Pugh  
[Signature]  
Print Name: Terrri A Roberson

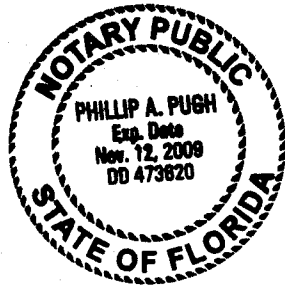
HIGDON, JACOBS & PACHECO, LLC. a Florida limited liability company

BY: [Signature]  
Charles R. Higdon, IV., its Manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me on this 30 day of June, 2008 by Charles R. Higdon, IV, as Manager of Higdon, Jacobs & Pacheco, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
Print Name: Phillip A. Pugh  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

WITNESSES:

ADAMS HOMES OF NORTHWEST FLORIDA,  
INC., a Florida corporation.

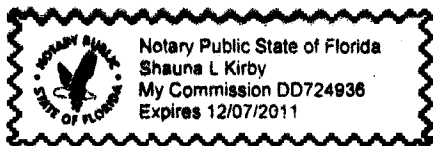
Shauna L. Kirby  
Print Name: Shauna L. Kirby

Daphne S. [Signature]  
Print Name: \_\_\_\_\_

BY: [Signature]  
Wayne L. Adams, Its President

STATE OF FLORIDA  
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of July, 2008 by Wayne L. Adams as President of Adams Homes of Northwest Florida, Inc., a Florida corporation, who is personally known to me or who has produced as identification.



Shauna L. Kirby  
NOTARY PUBLIC  
Print Name: Shauna L. Kirby  
My Commission Expires: 12/7/2011