

Recorded in Public Records 11/7/2018 12:45 PM OR Book 7994 Page 1402,
Instrument #2018088776, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50

THIS INSTRUMENT PREPARED BY:

David B. Taylor, III
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502
(850) 432-2451

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, AND
RESTRICTIONS OF JUNCTION AT WEST HILL SUBDIVISION**

**THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS,
AND RESTRICTIONS OF JUNCTION AT WEST HILL SUBDIVISION (this "Amendment")** is
made and entered into by **JUNCTION AT WEST HILL, LLC**, a Florida limited liability company
("Declarant") as of this 6th day of November, 2018 (the "Effective Date").

Recitals:

WHEREAS, on September 19, 2018, Declarant recorded that certain Declaration of
Conditions, Covenants, and Restrictions for Junction at West Hill Subdivision at Official Records
Book 7969, Page 223 (the "Declaration") in the Public Records of Escambia County, Florida (the
"Public Records"), regarding certain real property located in Escambia County, Florida and shown on
the plat subdivision for Junction at West Hill recorded at Plat Book 19, Pages 55 and 55A in the Public
Records;

WHEREAS, Section 10.02 of the Declaration allows Declarant to amend the Declaration in
any manner prior to Turnover (as that term is defined in the Declaration), and Turnover has not
occurred as of the Effective Date of this Amendment; and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and
conditions hereof.

Amendment:

1. **Capitalized Terms.** Capitalized terms used herein unless otherwise defined herein shall
have the meaning ascribed to such terms in the Declaration.
2. **Recitals.** The foregoing recitals are true and correct in all material respects and form
an integral part of this Amendment, the same as if said recitals were included in the numbered
paragraphs hereof.
3. **Amendment to Section 1.03(i).** Section 1.03(i) of the Declaration is hereby amended
by deleting Section 1.03(i) of the Declaration in its entirety and inserting in lieu thereof the following:

"**Common Expense**" means any and all expenses of the Association (i) associated with the
ownership, maintenance, repair and/or replacement of the Common Area; (ii) performing any
repair and/or maintenance in accordance with the terms and conditions of Article Eleven

hereof; (iii) in obtaining and maintaining any and all insurance required or otherwise permitted in accordance with Article Twelve hereof; and (iv) otherwise denominated hereunder as a Common Expense.

4. Amendment to Section 4.02. Section 4.02 of the Declaration is hereby amended by deleting the last sentence in said section and replacing it with the following sentence: "The Association may fund in the Reserve Account such sums as the Board determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area.

5. Amendment of Section 4.04. Section 4.04 of the Declaration is hereby amended by adding the following sentence to the end of the section: "In addition to the foregoing, the Board of Directors may levy a Special Assessment against an applicable Owner for the purposes set forth in Section 11.03 and Section 11.04."

6. Amendment of Section 4.13. Section 4.13 of the Declaration is hereby amended by deleting Section 4.13 of the Declaration in its entirety and inserting in lieu thereof the following:

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area and for such other purposes as may be set forth herein (the "Reserve Account"). The Reserve Account shall be maintained out of regular Assessments for Common Expenses.

7. Amendment of Section 11.03. Section 11.03 of the Declaration is hereby amended by deleting Section 11.03 of the Declaration in its entirety and inserting in lieu thereof the following:

When the need arises for repair, replacement or other maintenance of any part or all of a Party Roof, the Owner of the applicable portion of the Party Roof, to be determined by taking the vertical plane of the exterior wall of the applicable Townhome, or if the applicable Townhome is an interior Townhome, then taking the vertical plane of the centerline of the Party Wall, and such Owner shall perform (or cause to be performed) such repair or maintenance to the Party Roof, and the cost of such repair or maintenance shall be the responsibility of the applicable Owner. In the event that any Owner fails to timely repair or maintain any material damage to a Party Roof that is that Owner's responsibility to repair or maintain, and provided that such failure continues for a period of fifteen (15) days after written notice from the Association, then such failure by the Owner shall be deemed a failure under Section 5.02 and Section 11.11, and the Association may, but shall have no obligation, to take any and all actions and/or exercise any and all rights granted to the Association in Section 5.02 and in Section 11.11. Notwithstanding the foregoing repair and or maintenance obligations of the Owners, no Owner shall make any structural modifications to a Party Roof except where such modifications are undertaken in compliance with the requirements and obligations set forth in Article Six.

8. Amendment of Section 11.04. Section 11.04 of the Declaration is hereby amended by deleting Section 11.04 of the Declaration in its entirety and inserting in lieu thereof the following:

Each Owner shall maintain the exterior walls, including windows and doors, of their applicable Townhome, and shall repaint when necessary their applicable Townhome, and the cost thereof shall be borne solely by the applicable Owner. In the event that

any Owner fails to timely repair or maintain any material damage to the exterior of the Townhome that is that Owner's responsibility to repair or maintain, and provided that such failure continues for a period of fifteen (15) days after written notice from the Association, then such failure by the Owner shall be deemed a failure under Section 5.02 and Section 11.11, and the Association may, but shall have no obligation, to take any and all actions and/or exercise any and all rights granted to the Association in Section 5.02 and in Section 11.11. Notwithstanding the foregoing repair and or maintenance obligations of the Owners, no Owner shall make any structural modifications to the exterior of their Townhome except where such modifications are undertaken in compliance with the requirements and obligations set forth in Article Six.

9. Amendment of Section 11.06. Section 11.06 of the Declaration is hereby amended by deleting Section 11.06 of the Declaration in its entirety and inserting in lieu thereof the following:

Each Owner, at their sole cost and expense, shall obtain and maintain termite bonds on their respective Townhome and shall perform (or caused to be performed) such repairs and treatments as may be necessary to maintain and renew said bonds. In the event that any Owner fails to obtain and/or maintain any such bonds, and provided that such failure continues for a period of fifteen (15) days after written notice from the Association, then such failure by the Owner shall be deemed to be a failure under Section 5.02 and Section 11.11, and the Association may, but shall have no obligation, to take any and all actions and/or exercise any and all rights granted to the Association in Section 5.02 and in Section 11.11.

10. Amendment of Section 11.07. Section 11.07 of the Declaration is hereby amended by deleting Section 11.07 of the Declaration in its entirety and inserting in lieu thereof the following:

Except for the items that are specifically reserved to the Association in accordance with the terms and conditions of this Declaration, each Owner shall be responsible for the maintenance, repair and upkeep of such Owner's Townhome, including, the exterior and interior thereof; provided, however, that an Owner may not (i) replace any exterior door or window without first obtaining the prior written approval of the Association as to the specific type of window or door, as applicable, to be used in such replacement, or (ii) materially modify the exterior of the Townhome without first obtaining the prior written approval of the Association in accordance with Article Six. Each Owner shall properly maintain any balcony or terrace, including but not limited to the flooring surface of such balcony or terrace, appurtenant to such Owner's Townhome; provided, however, that no Owner shall puncture, or otherwise cause or allow to be punctured, the surface of any such balcony or terrace.

11. Amendment of Section 12.02. Section 12.02 of the Declaration is hereby amended by deleting Section 12.02 of the Declaration in its entirety and inserting in lieu thereof the following:

"INTENTIONALLY DELETED."

12. Amendment of Section 12.03. Section 12.03 of the Declaration is hereby amended by deleting Section 12.03 of the Declaration in its entirety and inserting in lieu thereof the following:

By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Townhome (or the Unit on which a Townhome sits) and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Unit, Townhome and all other structures constructed thereon and a liability policy covering damage or injury occurring on or within a Unit, inclusive of the Townhome. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. In addition, if the Unit is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, then such Owner shall, to the extent obtainable, insure their Unit (and Townhome) against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. Risk of loss of or damage to any fixtures, furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored upon any Townhome or Unit, and any improvements or betterments made to such Owner's Townhome or Unit shall be borne by the Owner of each Unit. The policies required hereunder shall be in effect at all times.

13. Amendment of Section 12.05. Section 12.05 of the Declaration is hereby amended by deleting Section 12.05 of the Declaration in its entirety and inserting in lieu thereof the following:

The damage or destruction by fire or other casualty to all or any portion of any Townhome (or the Unit on which the Townhome sits) shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter.

14. Amendment of Section 12.06. Section 12.06 of the Declaration is hereby amended by deleting Section 12.06 of the Declaration in its entirety and inserting in lieu thereof the following:

"INTENTIONALLY DELETED."

15. Amendment of Section 12.07. Section 12.07 of the Declaration is hereby amended by deleting Section 12.07 of the Declaration in its entirety and inserting in lieu thereof the following:

"INTENTIONALLY DELETED."

16. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

[SIGNATURE PAGE TO FOLLOW]

BK: 7994 PG: 1406

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by and through its duly-authorized representatives as of the date first set forth above.

[Signature]
Print Name: Bryan Coughlin

[Signature]
Print Name: NICOLE FORTLER

[Signature]
Print Name: DAVID B. TAYLOR, III

[Signature]
Print Name: KATRINA GANIMER

JUNCTION AT WEST HILL, LLC,
a Florida limited liability company

By: [Signature]
Name: Justin Witkin
Its: Manager

By: [Signature]
Name: Kenneth E. Granger, III
Its: Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of November, 2018, by Justin Witkin, as Manager of Junction at West Hill, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or produced a _____ as identification.

[SEAL]



DAVID B. TAYLOR III
Notary Public, State of Florida
My Comm. Exp. June 30, 2020
Comm. No. FF 990593

[Signature]
Notary Public Signature

DAVID B. TAYLOR, III
Notary Public Printed Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1 day of November, 2018, by Kenneth E. Granger, III, as Manager of Junction at West Hill, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or produced a _____ as identification.

[SEAL]



Dusti deMahy
Commission # GG084359
Expires: March 16, 2021
Bonded thru Aaron Notary

[Signature]
Notary Public Signature

Dusti deMahy
Notary Public Printed Name

MORTGAGEE'S CONSENT AND SUBORDINATION

BANK OF PENSACOLA ("Secured Lender"), the mortgagee under that certain Mortgage executed by JUNCTION AT WEST HILL, LLC, a Florida limited liability company, dated March 14, 2016, and recorded in Official Records Book 7493, Page 1579 of the Official Records of Escambia County, Florida (the "Mortgage"), does hereby consent to the recording of this First Amendment to Declaration of Conditions, Covenants, and Restrictions of Junction at West Hill Subdivision (the "Amendment"). Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Amendment. Secured Lender does hereby acknowledge and agree that this Amendment and the Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Amendment were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 06 day of November, 2018.

Witnesses:

BANK OF PENSACOLA

Machysen Bonner
Print Name: Machysen Bonner

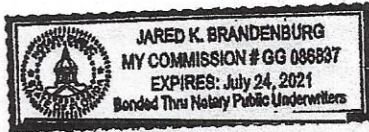
By: Perry Palmer
Name: Perry Palmer
Its: Vice President

Joshua Jackson
Print Name: Joshua Jackson

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 06th day of November, 2018, by Perry Palmer, as Vice President, for Bank of Pensacola. He is personally known to me or produced a _____ as identification.

[SEAL]



Jared K. Brandenburg
Notary Public Signature
JARED K BRANDENBURG
Notary Public Printed Name