

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS, CONDITIONS, AND EASEMENTS OF
RESIDENCES AT NATURE CREEK**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions (“**First Amendment**”) is hereby made this 28th day of FEB. 2022 by The Residence at Nature Creek, LLC, a Florida limited liability company (“**Declarant**”), whose mailing address is 3838 N. Palafox Street, Pensacola, Florida 32505.

WITNESSETH:

WHEREAS, Declarant recorded the Original Declaration of Covenants, Conditions and Restrictions of Residences at Nature Creek recorded in Official Records Book 8017, Page 1256, (the “**Original Declaration**”), and the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Residences at Nature Creek recorded in Official Records Book 8606, Page 1637 (“**Amended and Restated Declaration**”), all in the Public Records of Escambia County, Florida; and

WHEREAS, Declarant is the owner in fee simple of property described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”) and the Class B Membership has not terminated; and

WHEREAS, pursuant to Article XVI, Section 5 of the Amended and Restated Declaration, the Declaration may be unilaterally amended by Declarant in the manner set forth herein; and

WHEREAS, Declarant desires to amend, the Amended and Restated Declaration.

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Article XI, Section 9 is deleted in its entirety.
3. Article XI, Section 10 is replaced in its entirety with the following:

Section 10. Home Insurance. Each Residential Owner shall be required to carry fire, windstorm and extended coverage insurance and to maintain the same in effect at all times with coverage sufficient to fully replace Owner’s Residential Unit. In the event of damage from fire, windstorm or other casualty, each Owner shall apply the funds due from said Owner’s insurance to the proper repair or replacement of the Residential Unit with quality materials and workmanship at least equal to or superior to that initially installed and in harmony with the color and appearance of the remaining Residential Units. Upon damage to or destruction of a Residential Unit, the Owner, will within 60 days thereafter, commence reconstruction or repair of the Residential Unit and complete same within six

months of the commencement of reconstruction or repair. Reasonable extensions may be granted by the Association for unusual circumstances or problems, however if the Owner does not commence and complete the reconstruction or repair that is required hereunder, the Association may do so and shall have a lien on the Owner's insurance proceeds and property for the cost of said reconstruction or repair plus all reasonable related expenses including attorney fees and interest;

10.1 Contents. Covering the personal property contained within a Residential Unit.

10.2 Property. The policy must include extended coverage (including windstorm) and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.3 Flood. The policy must include up to the replacement cost for each building and insurable improvements, as required by a mortgage or the Board of Directors of the Association.

10.4 Liability. The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the Homeowners as a group to a Residential Unit Owner. Such insurance shall the Association as an additional insured.

Each Residential Unit Owner shall provide the Association with a copy of the insurance binder evidencing the coverage purchase, in the amount of coverage. The Association shall have the power, but not the obligation, to obtain coverage on behalf of the Residential Unit Owner and assess the Residential Unit Owner for same or to undertake legal proceedings to compel compliance with this insurance requirement.

[SIGNATURES ON FOLLOWING PAGES]

JOINDER

Residences at Nature Creek Homeowner's Association, Inc., a Florida corporation not-for-profit, whose mailing address is 908 Gardengate Circle, Pensacola, Florida 32504, hereby approves and joins in the First Amendment to the Amended and Restated Declaration of Covenants, Restrictions, Conditions and Easements of Residences at Nature Creek and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

In Witness Whereof, Residences at Nature Creek Homeowner's Association, Inc., has executed this Joinder on this 28th day of February, 2022.

Signed, sealed and delivered
in the presence of:

Residences at Nature Creek Homeowner's
Association, Inc., a Florida corporation not-
for-profit

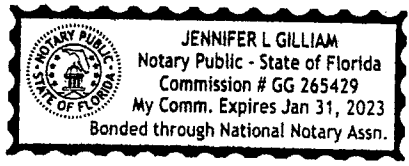
Tamara G. Fincher
Name: Tamara G. Fincher

By: [Signature]
Name: Cliff Mone, as President
MOE
(Corporate Seal)

Pat Phillip
Name: Patricia Phillip

STATE OF FLORIDA)
 :SS.
COUNTY OF ESLAMBI)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of February, 2022, by Cliff Mone, as President of Residences at Nature Creek Homeowner's Association, Inc., a Florida corporation not-for-profit, on behalf of said Corporation, who is personally known to me or produced the following identification _____.



(NOTARY SEAL)

Jennifer L. Gilliam
Notary Signature
Jennifer L. Gilliam
Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida, at Large
My Commission Expires: 1/31/23