

Prepared by:
Charles S. Liberis
LIBERIS LAW FIRM, PA
212 W. Intendencia St.
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RESIDENCES AT NATURE CREEK

THIS SECOND AMENDMENT to the Declaration of Covenants Conditions and Restrictions of Residences at Nature Creek (hereinafter referred to as the "Second Amendment") is entered into on this 29 day of May, 2020, by The Residence at Nature Creek, LLC (the "Developer") who is the Declarant and is joined by Residence at Nature Creek Homeowners Association, Inc (the "Association") and Jayendra Bheda, Hansa Bheda, Purvia Chudasama ,Bandish Chudasama, Pamela Basham, Adam C. Carrillo, William R. Lane, Kathy A. Lane, Michelle M. White, Laura Bolser as Trustee of the Laura M Bolser Revocable Living Trust formerly the Laura M Smith Revocable Trust dated August 24, 2001 and the Frist Amendment dated August 25, 2006, William C. Meyer, Nancy C. Meyer, Mandy Louise Brimmer, and Kimberly Anne Duffard (the "Residential Unit Owners") (collectively "The Parties")

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Residences at Nature Creek was made November 13, 2018 and recorded in Official Records Book 8017 at Page 1256 of the public records of Escambia County, Florida (hereinafter the "Declaration");

WHEREAS the Residential Unit Owners are currently the only owners of a residential unit at Residence of Nature Creek and whereas the parties wish to Amend the Declaration as follows:

NOW THEREFOR:

1. Article XII shall be amended by adding the following:

12.6 Insurance obligations of Residential Owners. Each Residential Unit 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 to 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 require 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's fee and interest;

12.6.1 Contents. Covering the personal property contained within a residential unit.

12.6.2 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.

12.6.3 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.

12.6.4 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 name the Association as an additional.

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.

2. Article XXIII shall be amended by deleting Sections 23.2.1, 23.2.2, and 23.2.3. The remaining paragraphs of Article XXIII shall remain in full effect.
3. Article XXVIII shall be added as follows:

Article XXVI Miscellaneous Provisions Respecting Mortgages

The following provisions are intended for the benefit of a First Mortgagee and to the extent, if at all, that any other provisions of the Declaration conflict with the following provisions, the following provisions shall control:

28.1 Notices of Overdue Assessments; Foreclosure. If any First Mortgagee or other person, persons, or entity that is its successor or assign as a subsequent holder of the First Mortgage (the "Acquiring Party") either (a) obtains title to a Lot as a result of a foreclosure of a recorded First Mortgage or (b) receives a deed in lieu of foreclosure of a recorded First Mortgage, that Acquiring Party shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments or charges in favor of the Association against that became due prior to the earlier of the following: (i) the date of the transfer of title to the Acquiring Party, or (ii) the date on which the Acquiring Party comes into possession of the Lot. Notwithstanding anything herein to the contrary, the provisions of this Section 28.1 may not be interpreted or applied in a manner that impairs or otherwise diminishes, in any manner, any preexisting rights of Declarant's lender or its success or assigns.

28.2 Rights of First Mortgagees, Insurers and Guarantors. Upon request in writing, each Frist Mortgagee, Insurer or Guarantor shall have the right:

28.2.1 to examine current copies of this Declaration, the Bylaws, all rules and regulations, and the books and records of the Association during normal business hours;

28.2.2 to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Homeowners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any Frist Mortgagee shall be entitled to have such an audited statement prepared at its expense;

28.2.3 to receive written notices of all meeting of the Association and to designate a representative to attend all such meetings;

28.2.4 to receive written notice of any decision by the Homeowners to make a material amendment to this Declaration, the Bylaws or the Articles;

28.2.5 to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

28.2.6 to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

28.3 Termination of the Neighborhood. Unless the First Mortgagees of the individual Lots representing at least 67% of the votes in the Association have given their approval, neither the Association nor the Homeowners shall be entitled to terminate the legal status of the Neighborhood for reasons other than substantial destruction or condemnation thereof.

28.4 Notice of Damage, Destruction or Condemnation. Upon specific written request to the Association, a First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds \$10,000.00. If damages shall occur to such Lots in excess of \$1,000.00, notice of such event shall also be given.

28.5 Condemnation; Priority of Awards. If any Lot or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to a timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provisions of any document will entitle the Homeowner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

28.6 Rights of First Mortgagees. Any First Mortgagee has the following rights:

28.6.1 Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records and papers of the Association.

28.6.2 Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

28.6.3 Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred providing such copies.

28.6.4 Meeting. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

In all other respects, except as amended hereby, the Declaration is ratified and confirmed and shall remain in full force and effect.

Done this 19 day of May, 2020.

The Residence at Nature Creek, LLC

By: [Signature]
Cliff Mowe, Manager

By: Rocky W. Jones by [Signature] (POA)
Rocky W. Jones, Manager

Residences at Nature Creek Homeowners Association, Inc.

By: R.W. Jones by [Signature] (POA)
Rocky W. Jones, Its President

STATE OF FLORIDA
COUNTY OF Escambia

Before the subscriber personally appeared Cliff Mowe, as Manager on behalf of The Residence at Nature Creek, LLC, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 19 day of May, 2020.

[Signature]
Notary Public

DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Rocky W. Jones, as Manager on behalf of The Residence at Nature Creek, LLC, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 26 day of May, 2020.

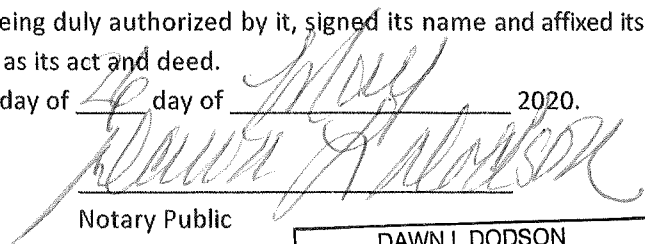
[Signature]
Notary Public

DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Rocky W. Jones as President on behalf of Residences at Nature Creek Homeowners Association Inc., known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 4th day of May 2020.



Notary Public

DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

COUNTY OF ESCAMBIA

Before the subscriber personally appeared Rocky W. Jones, as Manager on behalf of The Residence at Nature Creek, LLC , known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of _____ day of _____ 2020.

Notary Public

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Rocky W. Jones as President on behalf of Residences at Nature Creek Homeowners Association Inc., known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 12 day of March 2020.

Dawn L. Dodson

Notary Public

Residential Unit Owner – 9562 Nature Creek Blvd. Pensacola, FL 32526

DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

Jayedra Bheda

Jayedra Bheda

Hansa Bheda

Hansa Bheda

Purvi Chudasama

Purvi Chudasama

Bandish Chudasama

Bandish Chudasama

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Jayendra Bheda known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 12th day of MARCH 2020.

[Handwritten Signature]

Notary Public
DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Hansa Bheda, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 12 day of MARCH 2020.

[Handwritten Signature]

Notary Public
DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Purvi Chudasama, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 12 day of MARCH 2020.

[Handwritten Signature]

Notary Public
DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

STATE OF FLORIDA
COUNTY OF ESCAMBIA

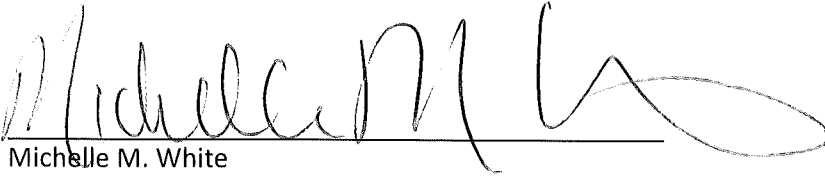
Before the subscriber personally appeared Bandish Chudasama, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 12 day of MARCH 2020.

[Handwritten Signature]

Notary Public
DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

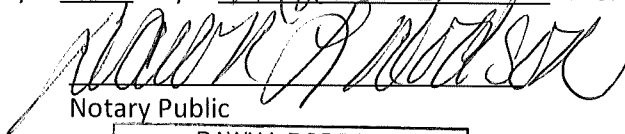
Residential Unit Owner - 9845 Nature Creek Blvd. Pensacola, FL 32526


Michelle M. White

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Michelle M. White, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 35th day of March 2020.


Notary Public

DAWN L DODSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212942
MY COMMISSION EXPIRES MAY. 31, 2022

Residential Unit Owner - 9640 Nature Creek Blvd. Pensacola, FL 32526

Pamela Basham

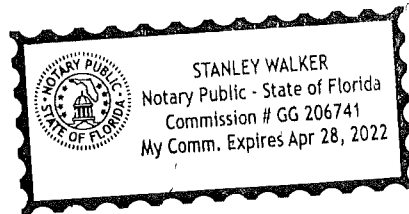
Pamela Basham

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Pamela Basham, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 29 day of May 2020.

Stanley Walker
Notary Public STANLEY WALKER



Residential Unit Owner - 9829 Nature Creek Blvd. Pensacola, FL 32526

Laura Bolser

Laura Bolser, Trustee of the Laura M. Bolser Revocable Living Trust, formerly the Laura M. Smith Revocable Living Trust dated August 24, 2001 and the First Amendment dated August 25, 2005

STATE OF FLORIDA WASHINGTON
COUNTY OF ESCAMBIA SNOHOMISH

Before the subscriber personally appeared Laura Bolser, Trustee of the Laura M. Bolser Revocable Living Trust, formerly the Laura M. Smith Revocable Living Trust dated August 24, 2001 and the First Amendment dated August 25, 2006, known to me to be the individual described by said name, who executed the foregoing instrument, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this day of 2nd day of May 2020.

Eryn Evans
Notary Public

