

Prepared by:
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STATE OF FLORIDA
COUNTY OF ESCAMBIA

FIRST AMENDMENT TO DECLERATIONS OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RESIDENCES AT NATURE CREEK

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by the undersigned The Residence at Nature Creek, LLC, herein referred to as "Developer".

WITNESSETH:

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

NOW THEREFORE, Developer amends the Declaration as follows:

1. Recitals Paragraph 1 – shall be amended to read as follows:

WHEREAS, Developer is the fee simple owner of certain real property located at Nature Creek Boulevard, Pensacola, Escambia County, Florida, Described in Exhibit A attached hereto and made a part thereof ("the Real Property"), and intends to develop on the Real Property, a Residential Townhome Community is to be known as Residences at Nature Creek (and herein referred to as "Residence at Nature Creek" or "The Community").

2. Article IV, Section 4.4 of the Declaration shall be amended to read as follows:

Section 4.4 Floor Plans. There are 3 floorplans depicted in composite Exhibit "D"

Floor Plan "A" – 1,800 square feet

Floor Plan "B" – 1,638 square feet

Floor Plan "C" – 1,554 square feet

3. Article V, First Paragraph, the Declaration shall be amended to read as follows:

The Developer will provide the following recreational facilities and commonly used facilities to be completed in Phase II.

4. Article XX, Section 20.1, the Declaration shall be amended as follows:

This section to be deleted in its entirety.

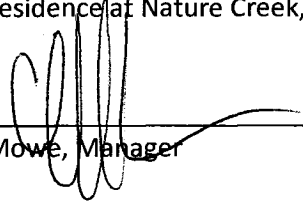
5. Article XX, Section 20.2, the Declaration shall be amended as follows:

Section 20.2. Leases. Only an entire residential unit may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by the Declaration, Covenants and Conditions, The Rules and Regulations and other Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the residential unit owner shall pay them and such funds shall be secured as a charge. Each residential unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the residential unit owner by the Homeowners' agent at or before the commencement of the lease term. The minimum leasing period is seven (7) months.

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

Done this _____ day of _____, 2019.

The Residence at Nature Creek, LLC

By:  _____
Cliff Mowe, Manager

By: [Signature]
Rocky W. Jones, Manager

By: [Signature]
Casey Hyman, Manager

Residences at Nature Creek Homeowners Association, Inc.

By: [Signature]
Rocky W. Jones, Its President

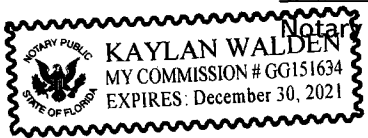
STATE OF FLORIDA
COUNTY OF Escambia

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 6 day of February 2019.

[Signature]
Notary Public

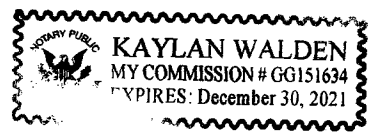
STATE OF FLORIDA
COUNTY OF ESCAMBIA



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 6 day of February 2019.

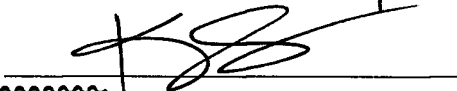
[Signature]
Notary Public

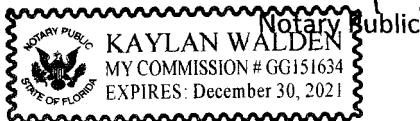


STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Casey Hyman, 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 7 day of February 2019.



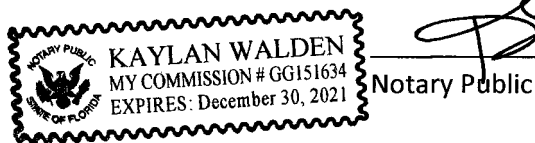


STATE OF FLORIDA
COUNTY OF ESCAMBIA

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 6 day of February 2019.





Notary Public