

THIS INSTRUMENT PREPARED BY:
Hand Arendall Harrison Sale LLC
P.O. Box 123
Mobile, Alabama 36601
(251) 432-5511

STATE OF FLORIDA:
COUNTY OF SANTA ROSA:

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF
HAWKS LANDING SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF HAWKS LANDING SUBDIVISION (this "Amendment") is made and entered into by **HAWKS LANDING (FL) 2015, L.L.C.**, an Alabama limited liability company ("Declarant") as of this 9th day of October, 2018 (the "Effective Date").

Recitals:

WHEREAS, on February 13, 2017, Declarant, recorded that certain Declaration of Conditions, Covenants and Restrictions for Hawks Landing Subdivision at Official Records Book 3598, Page 1189 (the "Declaration") in the Public Records of Santa Rosa County, Florida (the "Pubic Records"), regarding certain real property located in Santa Rosa County, Florida and shown on the plat subdivision for Hawks Landing recorded at Plat Book 12, Pages 45 and 46 in the Public Records;

WHEREAS, on October 8, 2018, Declarant recorded a certain plat of subdivision for Phase 2 of Hawks Landing at Plat Book 12, Page 79, in the Public Records (the "Phase 2 Plat");

WHEREAS, Section 10.02 of the Declaration allows Declarant to amend the Declaration to subject Additional Property (as that term is defined in the Declaration) to the terms and conditions of the Declaration, and the property shown on the Phase 2 Plat constitutes Additional Property; 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. Annexation of Additional Property. Declarant hereby amends the Declaration to annex all of the real property that is the subject of the Phase 2 Plat (the "Annexed Property") into the Subdivision, and Declarant hereby imposes the Declaration upon the Annexed Property and subjects the Annexed Property to the terms and conditions of the Declaration. Without limiting the foregoing terms, the Annexed Property (including, without limitation, all Lots and Common Areas created thereby) shall (a) be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, (b) be entitled to all easements and other rights benefitting property subject to the Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Annexed Property, (c) be binding on all persons having any right, title, or interest in all or any portion of the Community Property and their respective heirs, legal representatives, successors, successors-in-title, and assigns, and (d) inure to the benefit of Declarant and each and every owner and occupant of all or any portion of the Community Property.

4. 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.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

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.

Witnesses:

[Signature]

Print Name: DEAN DOLAN

[Signature]

Print Name: Robert A. Riis

HAWKS LANDING (FL) 2015, L.L.C., an Alabama limited liability company

By: Fortuna Investments, LLC, an Alabama limited liability company, as its Manager

By: *[Signature]*

Nathan L. Cox
As Its Sole Member

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 9th day of October, 2018, by Nathan L. Cox, as the Sole Member of Fortuna Investments, LLC, an Alabama limited liability company, acting in its capacity as the Manager of Hawks Landing (FL) 2015, L.L.C., an Alabama limited liability company. He is personally known to me or produced a (is personally known to me) as identification.

[SEAL]

[Signature]
Notary Public Signature

Kathryn McAleer Huey
Notary Public Printed Name

