

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:

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

THIS SECOND 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 ____ day of _____, 2019 (the "Effective Date").

Recitals:

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, as amended by that certain First Amendment to Declaration of Conditions, Covenants and Restrictions for Hawks Landing Subdivision at Official Records Book 3780, Page 1465 (collectively, the "Declaration") in the Public Records of Santa Rosa County, Florida (the "Public 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 and at Plat Book 12, Page 79 in the Public Records.

On **AUGUST 1**, 2019, Declarant recorded a certain plat of subdivision for Phase 3 of Hawks Landing at Plat Book **12**, Page **91**, in the Public Records (the "Phase 3 Plat"). 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 3 Plat constitutes Additional Property. 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 3 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:



Print Name:

DREW DOLAN



Print Name:

Whitney Watson

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:

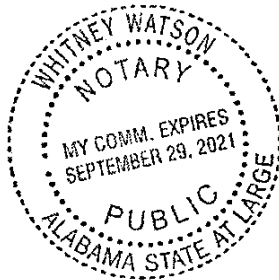


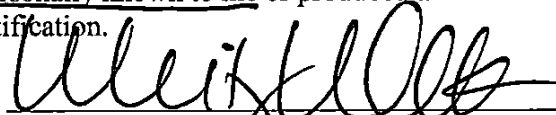
Nathan L. Cox
As Its Sole Member

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 20th day of June, 2019, 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
_____ as identification.

[SEAL]





Notary Public Signature

Whitney Watson

Notary Public Printed Name

MORTGAGEE'S CONSENT AND SUBORDINATION

CENTURY BANK, a Mississippi banking corporation ("Secured Lender"), the mortgagee under that certain Mortgage executed by HAWKS LANDING (FL) 2015, LLC, an Alabama limited liability company, dated November 9, 2018 and recorded in Official Records Book 3782, Page 923 of the Official Records of Santa Rosa County, Florida (the "Mortgage"), does hereby consent to the recording of this First Amendment to Declaration of Conditions, Covenants and Restrictions (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 and the Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.07 of the Declaration. Secured Lender does hereby acknowledge and agree that this 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 ____ day of _____, 2019.

Witnesses:

Harriette A. Thomas
Print Name: Harriette A. Thomas

Shanna Lee Metz
Print Name: Shanna Lee Metz

CENTURY BANK, a Mississippi banking corporation

By: [Signature]
Name: Daniel A. Garland
As Its: Vice - President

STATE OF Az
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 20th day of June, 2019, by Daniel A. Garland, as Vice - President for Century Bank, a Mississippi banking corporation. He/she is personally known to me or produced a _____ as identification.

[SEAL]



Harriette A. Thomas
Notary Public Signature

Harriette A. Thomas
Notary Public Printed Name

MORTGAGEE'S CONSENT AND SUBORDINATION

D.R. HORTON, INC., a Delaware corporation ("Secured Lender"), the mortgagee under that certain Earnest Money Mortgage executed by HAWKS LANDING (FL) 2015, LLC, an Alabama limited liability company, dated November 15, 2018 and recorded in Official Records Book 3783, Page 1551 of the Official Records of Santa Rosa County, Florida (the "Mortgage"), does hereby consent to the recording of this First Amendment to Declaration of Conditions, Covenants and Restrictions (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 and the Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.07 of the Declaration. Secured Lender does hereby acknowledge and agree that this Amendment 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.

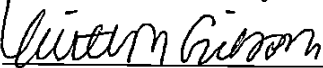
IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 19th day of June, 2019.

Witnesses:



Print Name:

Kim Wallace

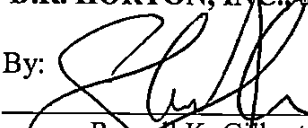


Print Name:

Caitlyn Gibson

D.R. HORTON, INC., a Delaware corporation

By:

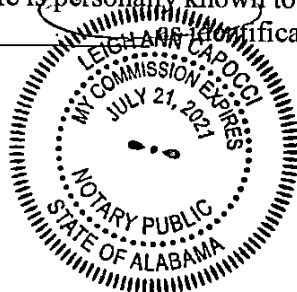


Russell K. Gilbert
As Its Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 19th day of June, 2019, by Scott D. Whitthurst, as Vice President for D.R. Horton, Inc., a Delaware corporation. He is personally known to me or produced a Shane Ikerman identification.

[SEAL]





Notary Public Signature

Leigh Ann Capocci
Notary Public Printed Name