

Please return to:  
John W. Monroe, Jr.  
Emmanuel, Sheppard & Condon  
30 S. Spring Street  
Pensacola, Florida 32502

**FIRST AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR SMILEY PLACE**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SMILEY PLACE (this "Amendment") is made on the date hereinafter set forth below by ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida corporation ("Declarant"), with the consent and joinder of SMILEY PLACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

WHEREAS, OLDE CITY DEVELOPERS, LLC, a Wyoming limited liability company ("Original Declarant") caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Smiley Place on June 13, 2018 in Book 7916, Page 1840 or Instrument Number 2018046531 of the Public Registry for Escambia County, Florida (the "Declaration"); and

WHEREAS, as permitted in Section 15.16 of the Declaration, until the Turnover Date, all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modification and execute such instrument to evidence such joinder and consent as Developer; and

WHEREAS, by that certain Partial Assignment of Declarant's Rights recorded on November 6, 2019 in Book 8194, Page 166 or Instrument Number 2019097138 of the Public Registry for Escambia County, Florida, Original Declarant assigned its rights under the Declaration to Declarant; and

WHEREAS, the Turnover Date has not occurred and Declarant desires to amend the Declaration to remove the prohibitions on the use of sheds within the Community.

NOW THEREFORE, Declarant, with the joinder and consent of Association, hereby amends the Declaration as follows and all of the property shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions of the Declaration as amended herein, which shall run with title to the property and be binding upon all parties having any right, title, or interest in such property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof:

1. Except as amended herein, the above-stated recitals are true and correct and are hereby incorporated by referenced herein. All capitalized terms contained in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as such terms defined by the Declaration.

2. Section 5.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5.2 Use of Accessory Structures. No shed, tent, or temporary structure or building shall be erected, maintained or used on any Lot unless it has been approved by the ARC; provided, however, Developer or builders, with the written approval of Developer, may use temporary buildings, offices, or facilities.

3. Section 5.7 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5.7 Lawns. Each Dwelling Unit, shall be maintained in a neat condition by the Owner thereof, include that portion of property from the outside of the Dwelling Unit to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the Community. All Dwelling Units must have grassed front, side, and rear lawns. No gravel or similar type lawns are permitted. No above ground swimming pools, dog or other animal pens or houses or the like, and no unsightly lawn furniture or decoration shall be permitted in such lawn areas. The Board of Directors shall determine "unsightly lawn furniture or decoration" by written definition, the purpose of which is to promote complementary improvements.

4. Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth below.

Signed, Sealed, and Delivered  
In our presence as witnesses:

  
Print Name: Nicholas A. Davis

  
Print Name: Victoria Tharpe

ADAMS HOMES OF NORTHWEST  
FLORIDA, INC., a Florida corporation.

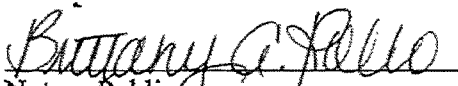
BY:   
Print Name: Bryan Adams

Title: President

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2020 by Bryan Adams as President of Adams Homes of Northwest Florida, Inc., a Florida corporation, who is personally known to me and who did not take an oath.



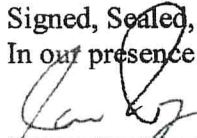
  
Notary Public

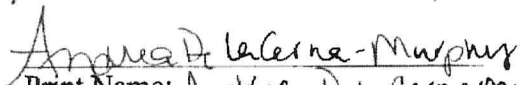
**JOINDER AND CONSENT OF ASSOCIATION**

SMILEY PLACE HOMEOWNERS ASSOCAITION, INC., a Florida not-for-profit corporation, hereby consents to and joins in the First Amèndment to the Declaration of Covenants, Conditions, and Restrictions for Smiley Place.

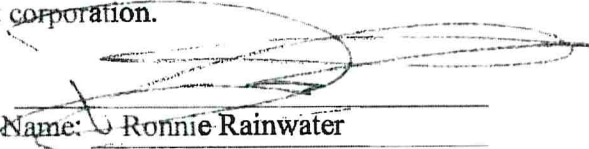
The sole purpose of this Joinder is to acknowledge the consent of Association to the amendment.

Signed, Sealed, and Delivered  
In our presence as witnesses:

  
Print Name: JAMES RAY

  
Print Name: Andrea De la Cerda-Murphy

SMILEY PLACE HOMEOWNERS ASSOCAITION, INC., a Florida not-for-profit corporation.

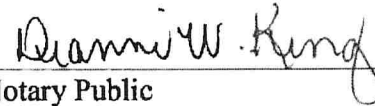
  
BY: \_\_\_\_\_  
Print Name: Ronnie Rainwater  
Title: President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of August, 2020 by Ronnie Rainwater as President of Smiley Place Homeowners Association, Inc., a Florida corporation., who is personally known to me and who did not take an oath.



  
Notary Public