

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

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR JULIETTE FALLS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR JULIETTE FALLS (this "First Amendment") is made on the date hereinafter set forth below by VIKINGS, LLC, a Pennsylvania limited liability company ("Declarant") and joined by entities and/or individuals that shall be more thoroughly defined herein.

WHEREAS, Declarant caused to be recorded that certain Amended and Restated Declaration of Covenants and Restrictions for Juliette Falls recorded on June 17, 2008, in Official Records Book 05053, Pages 1312 through 1386, Public Records of Marion County, Florida (the "Declaration"); and

WHEREAS, Section 9.3.2(c) of the Declaration provides in relevant part that the Declarant may unilaterally amend the Declaration so long as the Declarant retains its Class B Membership; and

WHEREAS, Section 3.2.2(b) provides in relevant part that the Class B Membership held by Declarant terminates upon the transfer of title to ninety percent (90%) of lots (the "Lots") within the Juliette Falls subdivision (the "Subdivision") to owners other than Declarant; and

WHEREAS, the Class B Membership held by Declarant has not terminated as Declarant still holds title to over ten percent (10%) of the Lots within the Subdivision; and

WHEREAS, Section 9.3.1 provides in relevant part that the Declaration may also be amended by Lot owners comprising more than fifty percent (50%) of the Subdivision; and

WHEREAS, Juliette Falls Lots, LLC ("Other Owner") and Declarant collectively hold title to over fifty percent (50%) of Lots within the Subdivision; and

NOW THEREFORE, Declarant and Other Owner wish to amend the Declaration as hereinafter set forth and all of the Subdivision 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 First

Amendment, to the extent not otherwise defined herein, shall have the same meaning as such terms defined by the Declaration.

2. Florida Governmental Utility Authority owns, maintains, and services the Lots with wastewater and potable water; therefore, any reference to “water/sewer” in the Declaration is hereby deleted, which includes but not limited to the entirety of the following sections: 1.2.7 (*Water/Sewer Assessment*); 1.13.1(c); 1.35 (*Water/Sewer Services*); 1.36 (*Water/Sewer Utility*); 4.3.3(c); 4.7 (*Water/Sewer Assessments*); 4.10.3; and 5.7.16 (**Water and Sewer**).
3. The name “Juliette Falls Golf Course, LLC, a Florida limited liability company” in Section 1.11 of the Declaration hereby deleted and replaced with “Viking, LLC, a Pennsylvania limited liability company”.
4. Section 1.38 is hereby added to the Declaration and shall provide the following:

1.38. Preferred Builder – Adams Homes of Northwest Florida, Inc., and any other builder so designated in writing by Declarant.
5. Section 4.23 is hereby added to the Declaration and shall provide the following:

4.23. Notwithstanding anything else to the contrary contained herein, Preferred Builder shall only be required to pay the Common Assessment and the Common Assessment shall be capped at twenty-five percent (25%) for Preferred Builder.
6. Section 5.3.5(a) is hereby added to the Declaration and shall provide the following:

a. Notwithstanding the foregoing, once Preferred Builder’s plans are approved by Declarant and/or the ARB, no further approval shall be required for such plans.
7. Section 5.4.1 is hereby deleted in its entirety and replaced with the following:

5.4.1 Minimum Square Footage. The ground floor of any single-story Dwelling Unit erected on a Lot shall not be less than 1850 square feet of livable area; provided, however, any Lot that has less than sixty linear feet of road frontage shall not be less than 1512 square feet of livable area. A two- story Dwelling Unit shall have a minimum of 2000 square feet of living area, with a minimum first floor living area of 1400 square feet; provided, however, no two-story Dwelling Units may be built without ARB approval. Living area must be heated and cooled and excludes garages, open porches, decks, and atriums, whether or not heated and cooled. The main roof shall have not less than a 6/12 pitch and the fascia shall have a minimum width of 5/12 inches.
8. Section 5.7.15. is hereby deleted in its entirety and replaced with the following:

Driveways. All driveways shall be constructed of brick, ornamental pavers, or other material approved by the ARB, and shall extend from the pavement of a street to the Lot to

the garage constructed on the Lots. Driveways shall not be painted unless approved by ARB.

9. Section 7.3.3 is hereby added to the Declaration and shall provide the following:

7.3.3. Notwithstanding Section 7.3, any Owner of a Lot that does not have a Dwelling Unit or any Lot owned by Declarant or Preferred Builder, regardless of whether the Lot is an Improved Lot, the Owner, Declarant, or Preferred Builder shall not be required to maintain a Platinum Membership or Social Membership, which includes not paying any initial fees, dues, amenity fees, food minimums, payments to capital improvement funds, or other payments required by and as set forth in the Club Documents. Once an Owner owns an Improved Lot, which specifically excludes Declarant and Preferred Builder, the Owner shall be required to maintain a Platinum Membership or Social Membership as provided above.

10. Section 7.7.1 is hereby added to the Declaration and shall provide the following:

7.7.1. Notwithstanding Section 7.7, any Preferred Builder may submit its standard plans for blanket approval to Club Owner, which approval will not be unreasonably withheld, and thereafter no further approval, review, or inspection shall be required under this Article VII for Preferred Builder from Club Owner or its successors or assigns.

11. Section 7.12 of the Declaration is hereby deleted in its entirety.

12. Section 10.12.1 is hereby added to the Declaration and shall provide the following:

10.12.1. Notwithstanding anything to the contrary contained in this Declaration, Declarant may in its unilateral and sole discretion provide written documentation waiving any requirements of this Declaration and/or granting a variance for same so long as any such waiver and/or variance does not conflict with any governmental requirements or restrictions.

13. Except as specifically amended herein, Declarant reaffirms all of the terms, conditions, covenants and obligations of the Declaration with respect to the lands encumbered by the Declaration.

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

[SIGNATURES AND ACKNOWLEDGEMENT FOLLOW OF FOLLOWING PAGES]

DECLARANT:

VIKINGS, LLC, a Pennsylvania limited liability company.

BY: 

Print Name: Ron Clapper

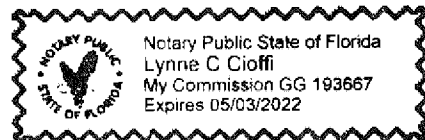
Title: PRES.

Date: 7-12-21

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 12th day of July, 2021 by RON CLAPPER as PRESIDENT of Vikings, LLC, a Pennsylvania limited liability company and who is personally known to me or has provided _____ as identification.

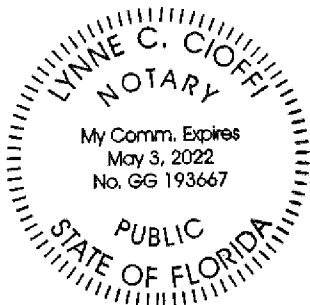

Notary Public
My Commission Expires: May 3, 2022



CONSENT AND JOINDER OF OTHER OWNER

JULIETTE FALLS LOTS, LLC, a Florida limited liability company, as the owner of portions of the Property which is encumbered by the Declaration of Covenants and Restrictions for Juliette Falls, hereby irrevocably joins and consents to the First Amendment to Declaration of Covenants and Restrictions for Juliette Falls.

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



OTHER OWNER:

JULIETTE FALLS LOTS, LLC, a Florida limited liability company.

BY: [Signature]
Print Name: Danny Gaekwad
Title: MANAGER
Date: July 14th 2021.

STATE OF FLORIDA
COUNTY OF MARION

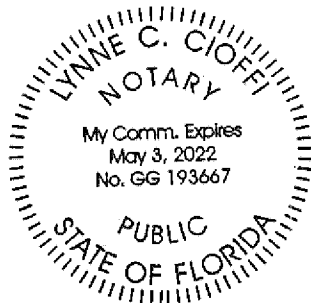
The foregoing instrument was acknowledged before me this 14th day of July, 2021 by DANNY GAEKWAD as MANAGER (Title) of Juliette Falls Lots, LLC., a Florida limited liability company and (s)he is personally known to me or produced _____ as identification.

[Signature: Lynne C. Cioffi]
Notary Public

CONSENT AND JOINDER OF CLUB OWNER

JULIETTE FALLS GOLF COURSE, LLC, a Florida limited liability company, as the owner of portions of the Property which is encumbered by the Declaration of Covenants and Restrictions for Juliette Falls, hereby irrevocably joins and consents to the First Amendment to Declaration of Covenants and Restrictions for Juliette Falls.

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



CLUB OWNER:
JULIETTE FALLS GOLF COURSE, LLC, a Florida
limited liability company.

BY: [Signature]
Print Name: Ron Clapper
Title: PRES
Date: 7-14-21

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 14 day of July, 2021 by RONALD C. CLAPPER as PRESIDENT (Title) of Juliette Falls Golf Course, LLC., a Florida limited liability company and (s)he is personally known to me or produced _____ as identification.

[Signature]
Notary Public