

THIS INSTRUMENT PREPARED BY:
Kyle B. Stuart
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203

STATE OF FLORIDA:
COUNTY OF SANTA ROSA:

**AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
OF WHITLEY ESTATES SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF WHITLEY ESTATES SUBDIVISION (this "Amendment") is made this 14th day of March, 2023 (the "Effective Date"), by **TRULAND HOMES, LLC**, an Alabama limited liability company, as successor-in-interest to WHITLEY ESTATES DEVELOPMENT, L.L.C. ("Declarant").

WITNESSETH:

WHEREAS, on June 9, 2022, Declarant recorded that certain Declaration of Conditions, Covenants and Restrictions of Whitley Estates Subdivision at OR Book 4293, Page 1305, File Number 202234764 (the "Declaration"), regarding certain real property located in Santa Rosa County, Florida, and described on that certain subdivision plat for Whitley Estates, recorded at Plat Book 14, Page 32 in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida;

WHEREAS, Whitley Estates Development, L.L.C. assigned its rights as Declarant under the Declaration to Truland Homes, LLC pursuant to that certain Assignment of Declarant Rights under Final Plat, Declaration of Covenants, Conditions and Restrictions and Homeowners' Association for Whitley Estates dated March 14, 2023 and recorded at OR Book 4374, Page 1824, File Number 202310402 in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida;

WHEREAS, Until Turnover, Article 10 of the Declaration permits Declarant to amend the Declaration in any manner Declarant deems necessary and appropriate;

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and conditions hereof; and

Amendment:

NOW THEREFORE, Declarant, as the declarant under the Declaration, hereby amends the Declaration as follows:

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. Definition of Home. The following definition shall be added to Section 1.3 of the Declaration:

“Home” shall mean any single-family dwelling unit situated upon a Lot.

4. Replacement of “Townhome”. Any and all references in the Declaration to “Townhome” or “Townhomes” shall be deleted and replaced with “Home” or Homes”, as applicable, and such term shall have the meaning as set forth in Section 3 of this Amendment.

5. Fences. Section 7.5(l) of the Declaration is hereby deleted in its entirety and replaced with the following:

Fences are only permissible in the backyard of any Lot or Lots. The materials and design of such fencing must be approved by the Architectural Review Committee prior to the constructing or installing of such fencing. In addition to the foregoing, no fences may be constructed on any Lot in a manner that impedes stormwater flow within the Drainage Easements, and chain-link fences are expressly prohibited on all Lots.

6. Miscellaneous. Section 7.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

Except as otherwise provided for herein, no patio cover shall be erected, placed or set on any Lot unless (a) such patio cover is attached to the Home erected on the same Lot, (b) the architecture and character of such structure matches that of said Home, and (c) such patio cover has been approved in writing by the Architectural Review Committee. Any Owner shall be permitted to erect, place or set a storage unit or shed in the backyard of the Owner’s Lot; provided, however, that the Owner must obtain written approval from the Architectural Review Committee prior to erecting, placing or setting any such storage unit or shed on a Lot. Any storage unit or shed permitted under this Section 7.8 shall be subject to Section 7.9 below.

7. Swimming Pools. Section 7.23 of the Declaration is hereby deleted in its entirety and replaced with the following:

Swimming pools shall be permitted to be constructed, installed, and/or located on the Lots; provided, however, that no swimming pool shall be

constructed, installed, and/or located on any Lot without the prior written approval from the Architectural Review Committee.

8. Outdoor Equipment. Section 7.25 of the Declaration is hereby deleted in its entirety and replaced with the following:

Subject to the terms and conditions of this Section 7.25, no outdoor equipment, tools, generators (not including standby generators), or sporting equipment may be installed or affixed to any Lot or Home without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) hours and promptly removed from view after use; provided, further, that portable generators may be used and located on a Lot for more than twenty-four (24) hours in the event of an emergency or power outage but must be promptly removed once power is restored. Notwithstanding the foregoing, permanent basketball goals of any type are expressly prohibited on all Lots. Moreover, notwithstanding the foregoing, standby generators shall be permitted to be used and located on any Lot; provided, however, that the Owner must obtain written approval from the Architectural Review Committee prior to using or locating any such standby generator on a Lot.

9. Leasing. The following is hereby added to the end of the paragraph in Section 8.1 of the Declaration:

No lease permitted under this Section 8.1 shall be for less than six (6) months.

10. 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 Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

TRULAND HOMES, LLC, an Alabama limited liability company

By: [Signature]

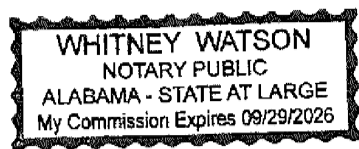
Name: Nathan L. Cox

Its: CEO

STATE OF Alabama
COUNTY OF Baldwin

The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of physical presence or online notarization this 14th day of March, 2023, by Nathan L. Cox, as CEO of Truland Homes, LLC, an Alabama limited liability company, on behalf of the company. Such person is personally known to me or has produced a _____ as identification.

[SEAL]



[Signature]
Notary Public Signature

Whitney Watson
Notary Public Printed Name

Sept. 29, 2026
My Commission Expires