

Prepared by/return to:
Ward Creek, LLC
130 Richard Jackson Blvd.
Ste 200
Panama City Beach, FL 32407

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
SALTGRASS AT WARD CREEK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SALTGRASS AT WARD CREEK (this "Amendment") is made this 6th day of February, 2025, by **WARD CREEK, LLC**, a Florida limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Saltgrass at Ward Creek is a residential community located in Bay County, Florida, which community is more particularly described and encumbered by that certain Declaration of Covenants, Conditions and Restrictions of Saltgrass at Ward Creek, recorded as File No. 2024055016, in Official Records Book 4841, Page 1803 *et seq.* in the Public Records of Bay County, Florida (as subsequently amended, the "Declaration");

WHEREAS, Declarant desires to amend the Declaration in accordance with the provisions of Article 10 Section 10.02 of the Declaration;

WHEREAS, Turnover, as defined in the Declaration, has not occurred; and

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that the Declaration is amended as follows:

1. All capitalized terms used herein which would not otherwise be capitalized shall have the same meaning ascribed to such terms in the Declaration unless otherwise specifically defined herein.

2. Article 1, Section 1.03 Definitions shall be amended to include the following new Definitions:

(u) "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Lots.

(v) "Service Area": A group of Lots designated as a separate Service Area pursuant to this Declaration or a Supplemental Declaration for purposes of sharing Exclusive

Common Areas and/or receiving other benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one housing type and may include non-contiguous parcels of property. Service Area boundaries may be established and modified as provided in Section 14.01.

(w) "Service Area Assessments": Assessments levied against the Lots in a particular Service Area or Service Areas to fund Service Area Expenses, as described in Section 14.02.

(x) "Service Area Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements, as the Board may authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Service Area(s).

3. Article 2, Section 2.02 Common Area is amended and restated as follows:

2.02 Right of Enjoyment. Subject to the provisions of this Declaration, including without limitation Section 2.09, any rules and regulations promulgated by the Board of Directors, with exception for Exclusive Common Areas, every Member shall have a right and easement of enjoyment of the Common Areas, and such easement shall be appurtenant to and pass with the title to each Lot.

4. Article 2, is amended to include Section 2.09 Exclusive Common Area as follows:

2.09 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners of specified Lots and/or Service Areas. By way of illustration and not limitation, Exclusive Common Areas may include entry features, parks, recreational facilities, landscaped medians and cul de sacs, parking areas, ponds, lakes, and other portions of the Common Area within a particular Service Area. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Area is assigned as a Service Area Assessment.

5. Article 4, Section 4.01 Creation of the Lien and Personal Obligation of Assessments only the first sentence shall be modified as follows:

Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) service area assessments or charges as described in Section 14.02, (3) special assessments for capital improvements to the Common Area, (5) individual assessments as described in Section 4.13, and (4) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided.

6. Article 4, Section 4.13 Individual Assessments shall be included and incorporated as follows:

4.13 Individual Assessments. The Association shall have the power to levy individual assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners, which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one (1) or more Lots;

(c) to cover all costs incurred in bringing the Lot(s) into compliance with the terms of the Declaration and other governing documents, or costs incurred as a consequence of the conduct of the Owner of the Lot; and

In addition, fines levied by the Association pursuant to Section 4.3 and capitalization fees levied pursuant to Section 4.11 shall constitute individual assessments. The Association may also levy an individual assessment against the Lots within any Service Area to reimburse the Association for costs incurred in bringing the Service Area into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules; provided however, the Board shall give prior written notice to the Owners of Lots in the Service Area and an opportunity for the Owners and an opportunity for the Owners within the Service Area to be heard before levying any such individual assessment.

7. New Article 14, Service Areas shall be included and incorporated and incorporated as follows::

14.01 Service Areas. A Lot may be located in one or more Service Areas. The Declarant in its sole and absolute discretion may establish Service Areas within the Community Property by designation on Exhibit "A" to this Declaration, a Supplemental Declaration, or a plat. At any time prior to Turnover, the Declarant may unilaterally amend this Declaration, any Supplemental Declaration, or any plat from time to time to assign property to a specific Service Area, to re-designate Service Area boundaries, or to remove property from a specific Service Area. The Lots within a particular Service Area may be subject to additional covenants. Any Service Area may request that the Association provide a higher level of service or special services for the benefit of Lots in such Service Area and, upon the affirmative vote, written consent, or a combination thereof, of Owners holding at least a Majority of the votes of the Lots within the Service Area, the Association may, in its sole discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided any such administrative charge shall apply at a uniform rate per Lot to all Service Areas receiving the same service), shall be assessed against the Lots within such Service Area as a Service Area Assessment pursuant to Article 14 hereof.

14.02 Service Area Responsibility. The Owners of Lots within each Service Area shall be responsible for paying, through Service Area Assessments, the costs of operating, maintaining and insuring certain portions of the Lots and/or Common Area (including Exclusive Common Areas) within or adjacent to such Service Area. This may include the costs of maintaining any Exclusive Common Areas including without limitation signage, entry features, rights-of-way and green space between the Service Area and adjacent public roads, and lakes or ponds within the Service Area, regardless of ownership or the Person performing the maintenance; provided however, all Service Areas which are similarly situated shall be treated the same.

14.03 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Community Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Service Area Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration, filed either concurrently with or after the annexation of the subject property. Following Turnover, said additional covenants and easements shall require the written consent of the owner(s) of the property affected by such additional covenants and easements. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property for such purposes as deemed appropriate in the Declarant's sole and absolute discretion, including modifications to reflect the different character and intended use of such property as well as modifications to the types, allocations or amounts of the various assessments.

14.04 Computation of Service Area Assessments. At least thirty (30) Days before the beginning of each fiscal year, and in accordance with the requirements of the Act, the Board shall prepare and adopt separate budgets covering Service Area Expenses for each Service Area on whose behalf Service Area Expenses are expected to be incurred during the coming year. The Board may set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws authorizes the Board to assess certain costs as a Service Area Assessment. Any Service Area may request that additional services or a higher level of services be provided by the Association and, upon approval, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Service Area Expense. Service Area Expenses shall be allocated equally among all Lots within the Service Area(s) benefited thereby. The Board shall cause a copy of such budget and notice of the amount of each the Service Area Assessment for the coming year to be delivered to each Owner of a Lot in the Service Area in accordance with the requirements of the Act. If the Board fails to determine a Service Area budget for any year, or if the budget proves inadequate for any reason, or if the use of a Lot changes and affects the assessment obligation of the Owner of such Lot, the Board may prepare and adopt a revised Service Area budget for the remainder of the fiscal year. The Board shall send a copy of the revised budget to each Owner within, the affected Service Area in accordance with the above procedure. All amounts that the Association collects as Service Area Assessments shall be expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

8. This Amendment shall be interpreted, construed and enforced according to the laws of the State of Florida.

9. Except as modified above, the Declaration and all terms thereof shall remain unchanged and in full force and effect.

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

DECLARANT:

Witness:

Chris Barr

Print Name: CHRIS BARR

Address of Witness:

130 Richard Jackson Blvd., Suite 200

Panama City Beach, FL 32407

WARD CREEK, LLC,
a Florida limited liability company

By:

Bridget Precise

Name: Bridget Precise

Title: President

Witness:

Sarah Robinson

Print Name: Sarah Robinson

Address of Witness:

130 Richard Jackson Blvd., Suite 200

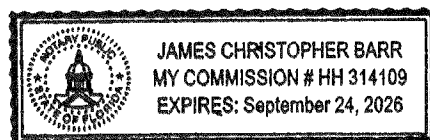
Panama City Beach, FL 32407

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me by physical presence this 6 day of February, 2025, by Bridget Precise, as President of WARD CREEK, LLC, a Florida limited liability company. He/she (s personally known to me) or produced a _____ as identification.

[SEAL]



Chris Barr

Notary Public Signature