Inst. #2015661326816 Bk: 2982 Pg: 630 Recorded: 6/18/2015 10:52 AM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: $44.00 Deputy Clerk KELLEY

This Instrument Prepared By
And Upon Recording Return To:
Hand Arendall LLC
11 N. Water Street, Suite 30200
Mobile, AL 36602
(251) 432-5511

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROMINENCE SUBDIVISION

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision (this "Amendment") is made and entered into by D.R. Horton, Inc., a Delaware corporation ("Declarant"), and Prominence Property Owners Association, Inc., a Florida non-profit corporation (the "HOA").

RECITALS:

Declarant caused Prominence Subdivision (the "Subdivision") to be platted and created pursuant to that certain plat thereof titled "Prominence – Phase 1 Subdivision" and recorded at Plat Book 18, Pages 87-88 (the "Phase 1 Plat") in the Public Records of Walton County, Florida (the "Recording Office") and pursuant to that certain plat thereof titled "Prominence – Phase 1 North" and recorded at Plat Book 19, Pages 12-12B (the "Phase 2 Plat") in the Recording Office. Declarant subjected the Subdivision to that certain Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated April 18, 2014, and recorded at OR Book 2948, Page 1939 in the Recording Office (the "Original Declaration"), as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Prominence Subdivision dated November 25, 2014, and recorded at OR Book 2966, Page 2781 in the Recording Office (the "First Amendment"; the Original Declaration, as amended by the First Amendment is sometimes referred to herein as the "Declaration").

Declarant is the sole owner of all of the Lots shown and reflected on the Phase 2 Plat, and Declarant is the "Declarant" under and pursuant to the Declaration. The HOA is the owner of all of the Common Areas shown upon the Phase 2 Plat. Declarant and the HOA desire to amend the Declaration in accordance with the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and the HOA, intending to be legally bound, hereby covenant and agree as follows:

1. Adoption of 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.

2. Defined Terms. Capitalize terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

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3. Amendment of Section 11.13. The Declaration is hereby amended by deleting Section 11.13 of the Declaration in its entirety and inserting in lieu thereof the following:

> 11.13 Easements for Encroachment. There shall be reciprocal perpetual easements of encroachment between each adjacent Attached Home Lot due to the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point. There shall also be perpetual easements of encroachment for the benefit of each adjacent Attached Home Lot on the portion of the Common Area that is located immediately adjacent to such Attached Home Lot due to the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the boundary line of such Attached Home Lot extending into the adjacent Common Area.

4. New Section 11.16. The Declaration is hereby amended by adding a new Section 11.16 to the Original Declaration, which new Section 11.16 shall immediately follow Section 11.15 of the Original Declaration and which shall provide as follows:

> 11.16 General Access Easement for Construction Purposes. An non-exclusive easement is hereby reserved over the portion of the Common Area surrounding each Attached Home Lot for the benefit of the Owner of such Attached Home Lot and such Owner's contractors, subcontractors and materials providers for purposes of (a) allowing construction access to and from the Attached Home Lot and (b) the conduct of construction activities with respect to the Attached Home located on and/or being constructed on such Attached Home Lot. The foregoing easement is for the use, benefit and enjoyment of each Owner of an Attached Home Lot during the initial construction of each Attached Home and for purposes of conducting any maintenance and/or repair on an Attached Home that is required and/or permitted hereunder.

5. New Section 11.17. The Declaration is hereby amended by adding a new Section 11.16 to the Original Declaration, which new Section 11.17 shall immediately follow Section 11.16 of the Original Declaration and which shall provide as follows:

> 11.17 Easement for Patio Areas. A perpetual, exclusive easement is hereby reserved across those portions of the Common Area that extend out ten feet (10') from (a) the northern Lot line of Lots 203, 204, 206, 207, 209, 210, 212, 213, 215, 216, 218, 219, 221, 222, 224, 225, 227, 228, 263, 264, 266, 267, 269, 270, 272, 273, 275, 276, 278, 279, 281, 282, 284, 285, 287, 288, 290, and 291; (b) the southern Lot line of Lots 173, 174, 176, 177, 179, 180, 182, 183, 185, 186, 188, 189, 191, 192, 194, 195, 197, 198, 200, 201, 230, 231, 233, 234, 236, 237, 239, 240, 242, 243, 245, 246, 248, 249, 251, 252, 254, and 255; and (c) the western Lot line of Lots 257, 258, 260, and 261 (individually, a "Patio Easement" and collectively, the "Patio Easements"). The Patio Easements are hereby reserved for purposes of allowing for the construction, installation, maintenance, repair, and/or replacement of a patio within such Patio Easement. Each Patio Easement shall be for the benefit of the Owner of the Lot to which such Patio Easement is adjacent and shall be appurtenant to the Lot to which such Patio Easement is adjacent. For the avoidance of doubt and by way of example, only the Owner of Lot 203 shall be benefitted by the Patio Easement that is adjacent to Lot 203, only the Owner of Lot 204 shall be benefitted by the Patio Easement that is adjacent to Lot 204, and so on. An Owner shall only have rights in and to the Patio Easement that is adjacent to such Owner's Lot, if any. Notwithstanding anything contained herein to the contrary, (i) in no event may any Owner construct any improvements pursuant to this Section within any portion of a Patio Easement that encroaches into a building setback line reflected on the Plat of Subdivision, and (ii) any Owner with a patio constructed

within the Patio Easement appurtenant to such Owner's Lot shall, at such Owner's sole cost and expense, repair and maintain such patio in a good and neat manner.

6. New Section 11.18. The Declaration is hereby amended by adding a new Section 11.18 to the Original Declaration, which new Section 11.18 shall immediately follow Section 11.17 of the Original Declaration and which shall provide as follows:

11.18 Easement for HVAC Equipment and Entry Stoops. A perpetual, exclusive easement is hereby reserved across those portions of the Common Area that extend out seven feet (7') from (a) the eastern Lot line of Lots 173, 175, 176, 178, 179, 181, 182, 184, 185, 187, 188, 190, 191, 193, 194, 196, 197, 199, 200, 202, 204, 205, 207, 208, 210, 211, 213, 214, 216, 217, 219, 220, 222, 223, 225, 226, 228, 229, 230, 232, 233, 235, 236, 238, 239, 241, 242, 244, 245, 247, 248, 250, 251, 253, 254, 256, 264, 265, 267, 268, 270, 271, 273, 274, 276, 277, 279, 280, 282, 283, 285, 286, 288, 289, 291, and 292; (b) the western Lot line of Lots 174, 175, 177, 178, 180, 181, 183, 184, 186, 187, 189, 190, 192, 193, 195, 196, 198, 199, 201, 202, 203, 205, 206, 208, 209, 211, 212, 214, 215, 217, 218, 220, 221, 223, 224, 226, 227, 229, 231, 232, 234, 235, 237, 238, 240, 241, 243, 244, 246, 247, 249, 250, 252, 253, 255, 256, 263, 265, 266, 268, 269, 271, 272, 274, 275, 277, 278, 280, 281, 283, 284, 286, 287, 289, 290, and 292; (c) the northern Lot Line of Lots 258, 259, 261 and 262; and (d) the southern Lot line of Lots 257, 259, 260 and 262 (individually, a "Side Easement" and collectively, the "Side Easements"). The Side Easements are hereby reserved for purposes of allowing for the construction, installation, maintenance, repair, and/or replacement, as applicable, of HVAC equipment, utility meters, and Townhome entry stoops within such Side Easement (a "Permitted Improvement"). Each Side Easement shall be for the benefit of the Owner of the Lot to which such Side Easement is adjacent and shall be appurtenant to the Lot to which such Side Easement is adjacent. For the avoidance of doubt and by way of example, only the Owner of Lot 173 shall be benefitted by the Side Easement that is adjacent to Lot 173, only the Owner of Lot 174 shall be benefitted by the Side Easement that is adjacent to Lot 174, and so on. An Owner shall only have rights in and to the Side Easement that is adjacent to such Owner's Lot, if any. Notwithstanding anything contained herein to the contrary, (i) in no event may any Owner construct any improvements pursuant to this Section within any portion of a Side Easement that encroaches into a building setback line reflected on the Plat of Subdivision, and (ii) any Owner with a Permitted Improvement constructed and/or installed within the Side Easement appurtenant to such Owner's Lot shall, at such Owner's sole cost and expense, repair and maintain such Permitted Improvement in a good and neat manner.

7. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby 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.

IN WITNESS WHEREOF, Declarant and the HOA have executed this Amendment by and through their respective duly authorized representatives effective as of the 8th day of June, 2015.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

Inst. # 2015661326816 OR BK: 2982 PG: 633

Witnesses:

Print Name: Elaine Williams

Print Name: Susan Gruber

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

By: _____
Scott D. Whitehurst
As Its Division President

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 9th day of June, 2015 by Scott D. Whitehurst, as Division President for D.R. Horton, Inc., a Delaware corporation. He is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI
Notary Public
State of Alabama
Commission # 12508
Commission Expires 10/08/2016

Notary Public Signature

Leigh-Ann Capocci
Notary Public Printed Name

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

Inst. # 201561326816 OR BK: 2982 PG: 634

Witnesses:

Print Name: Elaine Williams

Print Name: Susan Gruber

PROMINENCE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Shane H. Ikerman
As Its Secretary/Treasurer

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 8th day of June, 2015 by Jeff A. Marzello, as President for Prominence Property Owners Association, Inc., a Florida non-profit corporation. He is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI
Notary Public
State of Alabama
Commission # 12508
Commission Expires 10/08/2016

Notary Public Signature

Leigh Ann Capocci
Notary Public Printed Name

2066758_3.doc

Inst. #201700004759 Bk: 3033 Pg: 1925
Page 1 of 6 Recorded: 2/15/2017 10:48 AM
Alex Alford Clerk of Courts, Walton County, Florida
Deputy Clerk WHITMER

This Instrument Prepared By
And Upon Recording Return To:
Hand Arendall LLC
11 N. Water Street, Suite 30200
Mobile, AL 36602
(251) 432-5511

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROMINENCE SUBDIVISION

This Third Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision (this "Amendment") is made and entered into by D.R. Horton, Inc., a Delaware corporation ("Declarant"), and Prominence Property Owners Association, Inc., a Florida non-profit corporation (the "HOA").

RECITALS:

Declarant caused Prominence Subdivision (the "Subdivision") to be platted and created pursuant to that certain plat thereof titled "Prominence – Phase 1 Subdivision" and recorded at Plat Book 18, Pages 87-88 in the Public Records of Walton County, Florida (the "Recording Office") and pursuant to that certain plat thereof titled "Prominence – Phase 1 North" and recorded at Plat Book 19, Pages 12-12B in the Recording Office. Declarant subjected the Subdivision to that certain Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated April 18, 2014, and recorded at OR Book 2948, Page 1939 in the Recording Office (the "Original Declaration"), as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Prominence Subdivision dated November 25, 2014, and recorded at OR Book 2966, Page 2781 in the Recording Office (the "First Amendment") and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated June 8, 2015, and recorded at OR Book 2982, Page 630 in the Recording Office (the "Second Amendment"; the Original Declaration, as amended by the First Amendment and the Second Amendment is sometimes referred to herein as the "Declaration").

Declarant has now cause additional property to be platted as part of the Subdivision pursuant to (a) that certain plat titled "Prominence – Phase 2 South" and recorded at Plat Book 19, Pages 60-61 (the "Phase 2S Plat") in the Recording Office, (b) that certain plat titled "Prominence – Phase 2 North" and recorded at Plat Book 19, Pages 62-63 (the "Phase 2N Plat") in the Recording Office, (3) that certain plat titled "Prominence – Phase 1A South" and recorded at Plat Book 19, Pages 66-67 (the "Phase 1AS Plat") in the Recording Office, and (d) that certain plat titled "Prominence – Phase 3 North" and recorded at Plat Book 20, Pages 9-10 (the "Phase 3N Plat") in the Recording Office. The HOA is the owner of all of the Common Areas shown upon the Phase 2S Plat, the Phase 2N Plat, the Phase 1AS Plat and the Phase 3N Plat. Declarant and the HOA desire to amend the Declaration in accordance with the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and the HOA, intending to be legally bound, hereby covenant and agree as follows:

1. Adoption of 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.

2. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

3. Imposition of Declaration. In accordance with Section 10.02 and Section 10.03 of the Declaration, Declarant hereby amends the Declaration to annex all of the real property that is the subject of the Phase 2S Plat (the "Phase 2S Property"), the Phase 2N Plat (the "Phase 2N Property"), the Phase 1AS Plat (the "Phase 1AS Property") and the Phase 3N Plat (the "Phase 3N Property") into the Subdivision, and Declarant hereby imposes the Declaration upon the Phase 2S Property, the Phase 2N Property, the Phase 1AS Property and the Phase 3N Property (collectively, 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. The HOA joins in this Amendment for purposes of consenting to the annexation of the Annexed Property (including, without limitation, all Common Areas that are part of the Annexed Property) into the Subdivision and the Declaration in accordance with the foregoing terms.

4. Designation of Additional Lot Types. In accordance with Section 10.02(ii)(2) of the Declaration, Declarant hereby designates each of the Lots that are created as part of the Annexed Property as follows:

(a) Lots 49 through 89, inclusive, as shown and depicted upon the Phase 2S Plat shall be Detached Lots.

(b) Lots 293 through 370, inclusive, as shown and depicted upon the Phase 2N Plat shall be Cluster Building Lots.

(c) Lots 8 through 22, inclusive, as shown and depicted upon the Phase 1AS Plat shall be Cluster Building Lots.

(d) Lot 23, as shown and depicted upon the Phase 1AS Plat shall be a Detached Lot.

(e) Lots 371 through 445, inclusive, as shown and depicted upon the Phase 3N Plat shall be Cluster Building Lots.

5. Amendment of Section 2.05. The Declaration is hereby amended by deleting subparagraph (c) of Section 2.05 of the Original Declaration in its entirety and inserting in lieu thereof the following:

(c) Structures. Except as is expressly provided for in Section 11.17 and Section 11.18 of this Declaration to the contrary, no dwelling unit, Home, and/or other

structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.

6. Amendment of Section 7.05. The Declaration is hereby amended by deleting subparagraph (i) of Section 7.05 of the Original Declaration in its entirety and inserting in lieu thereof the following:

(i) With respect to Detached Lots and Townhome Lots, all outside radio and T.V. antennas, including, without limitation, satellite dishes and other signal receiving/transmitting equipment (singularly, an "Antenna" and collectively, the "Antennas") shall be installed in such a way as not to be visible from the front of the applicable Detached Lot or Townhome Lot and shall be placed on the back side of any roof. With respect to Cluster Building Lots, any outside Antenna must be installed so as not to be visible from the front of the applicable Cluster Building, and must be placed on the back side of the Cluster Building or on a free standing post/mount in the Common Area to the rear of the applicable Cluster Building. A perpetual, non-exclusive easement is hereby reserved over and across the Party Roof and rear façade of each Cluster Building for the installation, operation, maintenance and repair of an Antenna by any Owner of a Cluster Building Lot that is part of such Cluster Building. Notwithstanding anything contained in this subparagraph (i) to the contrary, (i) the location of any Antenna serving a Cluster Building Lot, whether on the Cluster Building or within any adjacent Common Area, must be approved by the Architectural Review Committee prior to installation, and (ii) in no event may any free standing Antenna be located in a drainage swale or otherwise interfere with operation of the Stormwater Management System.

7. Amendment of Section 11.17. The Declaration is hereby amended by deleting the first sentence of Section 11.17 of the Declaration in its entirety and inserting in lieu thereof the following:

A perpetual, non-exclusive easement is hereby reserved across those portions of the Common Area that extend out ten feet (10') from (a) the northern Lot line of Lots 203, 204, 206, 207, 209, 210, 212, 213, 215, 216, 218, 219, 221, 222, 224, 225, 227, 228, 263, 264, 266, 267, 269, 270, 272, 273, 275, 276, 278, 279, 281, 282, 284, 285, 287, 288, 290, 291, 326, 327, 329, 330, 332, 333, 356, 357, 422, 423, 425, 426, 428, 429, 431, 432, 434, 435, 437, 438, 440, 441, 443, and 444; (b) the southern Lot line of Lots 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 173, 174, 176, 177, 179, 180, 182, 183, 185, 186, 188, 189, 191, 192, 194, 195, 197, 198, 200, 201, 230, 231, 233, 234, 236, 237, 239, 240, 242, 243, 245, 246, 248, 249, 251, 252, 254, 255, 293, 294, 296, 297, 299, 300, 302, 303, 305, 306, 308, 309, 335, 336, 338, 339, 341, 342, 371, 372, 374, 375, 377, 378, 380, 381, 383, 384, 386, 387, 389, 390, 392, 393, 395, and 396; (c) the western Lot line of Lots 257, 258, 260, 261, 344, 345, 347, 348, 350, 351, 353, 354, 365, 366, 368, 369, 410, 411, 413, 414, 416, 417, 419, and 420; and (d) the eastern Lot line of Lots 311, 312, 314, 315, 317, 318, 320, 321, 323, 324, 359, 360, 362, 363, 398, 399, 401, 402, 404, 405, 407, and 408 (individually, a "Patio Easement" and collectively, the "Patio Easements").

8. Amendment of Section 11.18. The Declaration is hereby amended by deleting the first sentence of Section 11.18 of the Declaration in its entirety and inserting in lieu thereof the following:

> A perpetual, non-exclusive easement is hereby reserved across those portions of the Common Area that extend out seven feet (7') from (a) the eastern Lot line of Lots 9, 10, 12, 13, 15, 16, 18, 19, 21, 22, 173, 175, 176, 178, 179, 181, 182, 184, 185, 187, 188, 190, 191, 193, 194, 196, 197, 199, 200, 202, 204, 205, 207, 208, 210, 211, 213, 214, 216, 217, 219, 220, 222, 223, 225, 226, 228, 229, 230, 232, 233, 235, 236, 238, 239, 241, 242, 244, 245, 247, 248, 250, 251, 253, 254, 256, 264, 265, 267, 268, 270, 271, 273, 274, 276, 277, 279, 280, 282, 283, 285, 286, 288, 289, 291, 292, 293, 295, 296, 298, 299, 301, 302, 304, 305, 307, 308, 310, 327, 328, 330, 331, 333, 334, 335, 337, 338, 340, 341, 343, 357, 358, 371, 373, 374, 376, 377, 379, 380, 382, 383, 385, 386, 388, 389, 391, 392, 394, 395, 397, 423, 424, 426, 427, 429, 430, 432, 433, 435, 436, 438, 439, 441, 442, 444, and 445; (b) the western Lot line of Lots 8, 10, 11, 13, 14, 16, 17, 19, 20, 22, 174, 175, 177, 178, 180, 181, 183, 184, 186, 187, 189, 190, 192, 193, 195, 196, 198, 199, 201, 202, 203, 205, 206, 208, 209, 211, 212, 214, 215, 217, 218, 220, 221, 223, 224, 226, 227, 229, 231, 232, 234, 235, 237, 238, 240, 241, 243, 244, 246, 247, 249, 250, 252, 253, 255, 256, 263, 265, 266, 268, 269, 271, 272, 274, 275, 277, 278, 280, 281, 283, 284, 286, 287, 289, 290, 292, 294, 295, 297, 298, 300, 301, 303, 304, 306, 307, 309, 310, 326, 328, 329, 331, 332, 334, 336, 337, 339, 340, 342, 343, 356, 358, 372, 373, 375, 376, 378, 379, 381, 382, 384, 385, 387, 388, 390, 391, 393, 394, 396, 397, 422, 424, 425, 427, 428, 430, 431, 433, 434, 436, 437, 439, 440, 442, 443, and 445; (c) the northern Lot Line of Lots 258, 259, 261, 262, 311, 313, 314, 316, 317, 319, 320, 322, 323, 325, 345, 346, 348, 349, 351, 352, 354, 355, 359, 361, 362, 364, 366, 367, 369, 370, 398, 400, 401, 403, 404, 406, 407, 409, 411, 412, 414, 415, 417, 418, 420, and 421; and (d) the southern Lot line of Lots 257, 259, 260, 262, 312, 313, 315, 316, 318, 319, 321, 322, 324, 325, 344, 346, 347, 349, 350, 352, 353, 355, 360, 361, 363, 364, 365, 367, 368, 370, 399, 400, 402, 403, 405, 406, 408, 409, 410, 412, 413, 415, 416, 418, 419, and 421 (individually, a "Side Easement" and collectively, the "Side Easements").

9. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby 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.

IN WITNESS WHEREOF, Declarant and the HOA have executed this Amendment by and through their respective duly authorized representatives effective as of the 14th day of February, 2017.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

Witnesses:

Deanna Luhta

Print Name: Deanna Luhta

Taylor Davis

Print Name: Taylor Davis

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

By: _____

Shane H. Ikerman
As Its Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 14TH day of February, 2017, by Shane H. Ikerman, as Assistant Secretary for D.R. Horton, Inc., a Delaware corporation. He is personally known to me.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

JENNIFER ROSELIUS
Notary Public
Alabama State at Large
My Commission Expires May 7, 2017

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

Witnesses:

Deanna Lunta
Print Name: Deanna Lunta

Taylor Davis
Print Name: Taylor Davis

PROMINENCE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Shane H. Ikerman
As Its Secretary/Treasurer

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Shane H. Ikerman, as Secretary/Treasurer for Prominence Property Owners Association, Inc., a Florida non-profit corporation. He is personally known to me.

[SEAL]

Notary Public Signature

Notary Public Printed Name

JENNIFER ROSELIUS
Notary Public
Alabama State at Large
My Commission Expires May 2, 2019

3085333 1

Inst. #20180004676 Bk: 3065 Pg: 1764 Recorded: 2/13/2018 1:47 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: $52.50 Deputy Clerk MORRISON

This Instrument Prepared By
And Upon Recording Return To:
Hand Arendall Harrison Sale LLC
11 N. Water Street, Suite 30200
Mobile, AL 36602
(251) 432-5511

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROMINENCE SUBDIVISION

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision (this "Amendment") is made and entered into by D.R. Horton, Inc., a Delaware corporation ("Declarant"), and Prominence Property Owners Association, Inc., a Florida non-profit corporation (the "HOA").

RECITALS:

Declarant caused Prominence Subdivision (the "Subdivision") to be platted and created pursuant to that certain plat thereof titled "Prominence – Phase 1 Subdivision" and recorded at Plat Book 18, Pages 87-88 in the Public Records of Walton County, Florida (the "Recording Office") and pursuant to that certain plat thereof titled "Prominence – Phase 1 North" and recorded at Plat Book 19, Pages 12-12B in the Recording Office. Declarant subjected the Subdivision to that certain Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated April 18, 2014, and recorded at OR Book 2948, Page 1939 in the Recording Office (the "Original Declaration"), as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Prominence Subdivision dated November 25, 2014, and recorded at OR Book 2966, Page 2781 in the Recording Office (the "First Amendment"), that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated June 8, 2015, and recorded at OR Book 2982, Page 630 in the Recording Office (the "Second Amendment"), and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Prominence Subdivision dated February 14, 2017 and recorded at OR Book 3033, Page 1925 in the Recording Office (the "Third Amendment"; the Original Declaration, as amended by the First Amendment, the Second Amendment, and the Third Amendment is sometimes referred to herein as the "Declaration").

Declarant has now caused additional property to be platted as part of the Subdivision pursuant to that certain plat of subdivision titled Prominence – Phase 4 North recorded at Plat Book 20, Page 72, the Recording Office (the "Phase 4N Plat"). The HOA is the owner of all of the Common Areas shown upon the Phase 4N Plat. Declarant and the HOA desire to amend the Declaration in accordance with the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, Declarant and the HOA, intending to be legally bound, hereby covenant and agree as follows:

1. Adoption of 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.

2. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

3. Imposition of Declaration. In accordance with Section 10.02 and Section 10.03 of the Declaration, Declarant hereby amends the Declaration to annex all of the real property that is the subject of the Phase 4N Plat (the "Phase 4N Property") into the Subdivision, and Declarant hereby imposes the Declaration upon the Phase 4N Property, and subjects the Phase 4N Property to the terms and conditions of the Declaration. Without limiting the foregoing terms, the Phase 4N 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 Phase 4N 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. The HOA joins in this Amendment for purposes of consenting to the annexation of the Phase 4N Property (including, without limitation, all Common Areas that are part of the Phase 4N Property) into the Subdivision and the Declaration in accordance with the foregoing terms.

4. Designation of Additional Lot Type. In accordance with Section 10.02(ii)(2) of the Declaration, Declarant hereby designates Lots 447 through 577, inclusive, as shown and depicted upon the Phase 4N Plat, shall be Cluster Building Lots.

5. Amendment of Section 4.06. The Declaration is hereby amended by deleting the current text of Section 4.06 of the Declaration in its entirety and inserting in lieu thereof the following:

> 4.06 Special Assessments for Townhome Expenses. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any Townhome Expenses that are not otherwise adequately accounted for by the annual assessments contemplated by Section 4.05 hereof.

6. Amendment of Section 4.08. The Declaration is hereby amended by deleting the current text of Section 4.08 of the Declaration in its entirety and inserting in lieu thereof the following:

4.08 Special Assessments for Cluster Building Expenses. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any Cluster Building Expenses that are not otherwise adequately accounted for by the annual assessments contemplated by Section 4.07 hereof.

7. Amendment of Section 4.10. The Declaration is hereby amended by deleting the current text of Section 4.10 of the Declaration in its entirety and inserting in lieu thereof the following:

4.10 Special Assessments for Detached Expenses. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any Detached Expenses that are not otherwise adequately accounted for by the annual assessments contemplated by Section 4.09 hereof.

8. Amendment of Section 7.05(p). The Declaration is hereby amended by deleting the current text of Section 7.05(p) of the Declaration in its entirety and inserting in lieu thereof the following: "No walls or fences may be built or otherwise constructed on or around any Detached Lot."

9. Amendment of Section 7.24. The Declaration is hereby amended by deleting the current text of Section 7.24 of the Declaration in its entirety and inserting in lieu thereof the following: "Swimming pools of any type are expressly prohibited on all Attached Home Lots and Detached Lots."

10. Amendment of Section 11.17. The Declaration is hereby amended by deleting the first sentence of Section 11.17 of the Declaration in its entirety and inserting in lieu thereof the following:

A perpetual, non-exclusive easement is hereby reserved across those portions of the Common Area that extend out ten feet (10') from (a) the northern Lot line of Lots 203, 204, 206, 207, 209, 210, 212, 213, 215, 216, 218, 219, 221, 222, 224, 225, 227, 228, 263, 264, 266, 267, 269, 270, 272, 273, 275, 276, 278, 279, 281, 282, 284, 285, 287, 288, 290, 291, 326, 327, 329, 330, 332, 333, 356, 357, 422, 423, 425, 426, 428, 429, 431, 432, 434, 435, 437, 438, 440, 441, 443, 444, 476, 477, 479, 480, 482, 483, 485, 486, 551, 552, 554, 555, 557, 558, 560, 561, 563, 564, 566, 567, 569, 570, 572, 573, 575, and 576; (b) the southern Lot line of Lots 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 173, 174, 176, 177, 179, 180, 182, 183, 185, 186, 188, 189, 191, 192, 194, 195, 197, 198, 200, 201, 230, 231, 233, 234, 236, 237, 239, 240, 242, 243, 245, 246, 248, 249, 251, 252, 254, 255, 293, 294, 296, 297, 299, 300, 302, 303, 305, 306, 308, 309, 335, 336, 338, 339, 341, 342, 371, 372, 374, 375, 377, 378, 380, 381, 383, 384, 386, 387, 389, 390, 392, 393, 395, 396, 518, 519, 521, 522, 533, 534, 536, 537, 539, 540, 542, 543, 545, 546, 548, and 549; (c) the western Lot line of Lots 257, 258, 260, 261, 344, 345, 347, 348, 350, 351, 353, 354, 365, 366, 368, 369, 410, 411, 413, 414, 416, 417, 419, 420, 488, 489, 491, 492, 494, 495, 497, 498, 500, 501, 503, 504, 506, 507, 509, 510, 512, 513, 515, and 516; and (d) the eastern Lot line of Lots 311, 312, 314, 315, 317, 318, 320, 321, 323, 324, 359, 360, 362, 363, 398, 399, 401, 402,

404, 405, 407, 408, 446, 447, 449, 450, 452, 453, 455, 456, 458, 459, 461, 462, 464, 465, 467, 468, 470, 471, 473, 474, 524, 525, 527, 528, 530, and 531 (individually, a "Patio Easement" and collectively, the "Patio Easements").

11. Amendment of Section 11.18. The Declaration is hereby amended by deleting the first sentence of Section 11.18 of the Declaration in its entirety and inserting in lieu thereof the following:

A perpetual, non-exclusive easement is hereby reserved across those portions of the Common Area that extend out seven feet (7') from (a) the eastern Lot line of Lots 9, 10, 12, 13, 15, 16, 18, 19, 21, 22, 173, 175, 176, 178, 179, 181, 182, 184, 185, 187, 188, 190, 191, 193, 194, 196, 197, 199, 200, 202, 204, 205, 207, 208, 210, 211, 213, 214, 216, 217, 219, 220, 222, 223, 225, 226, 228, 229, 230, 232, 233, 235, 236, 238, 239, 241, 242, 244, 245, 247, 248, 250, 251, 253, 254, 256, 264, 265, 267, 268, 270, 271, 273, 274, 276, 277, 279, 280, 282, 283, 285, 286, 288, 289, 291, 292, 293, 295, 296, 298, 299, 301, 302, 304, 305, 307, 308, 310, 327, 328, 330, 331, 333, 334, 335, 337, 338, 340, 341, 343, 357, 358, 371, 373, 374, 376, 377, 379, 380, 382, 383, 385, 386, 388, 389, 391, 392, 394, 395, 397, 423, 424, 426, 427, 429, 430, 432, 433, 435, 436, 438, 439, 441, 442, 444, 445, 477, 478, 480, 481, 486, 487, 518, 520, 521, 523, 533, 535, 536, 538, 539, 541, 542, 544, 545, 547, 548, 550, 552, 553, 555, 556, 558, 559, 561, 562, 564, 565, 567, 568, 570, 571, 573, 574, 576, and 577; (b) the western Lot line of Lots 8, 10, 11, 13, 14, 16, 17, 19, 20, 22, 174, 175, 177, 178, 180, 181, 183, 184, 186, 187, 189, 190, 192, 193, 195, 196, 198, 199, 201, 202, 203, 205, 206, 208, 209, 211, 212, 214, 215, 217, 218, 220, 221, 223, 224, 226, 227, 229, 231, 232, 234, 235, 237, 238, 240, 241, 243, 244, 246, 247, 249, 250, 252, 253, 255, 256, 263, 265, 266, 268, 269, 271, 272, 274, 275, 277, 278, 280, 281, 283, 284, 286, 287, 289, 290, 292, 294, 295, 297, 298, 300, 301, 303, 304, 306, 307, 309, 310, 326, 328, 329, 331, 332, 334, 336, 337, 339, 340, 342, 343, 356, 358, 372, 373, 375, 376, 378, 379, 381, 382, 384, 385, 387, 388, 390, 391, 393, 394, 396, 397, 422, 424, 425, 427, 428, 430, 431, 433, 434, 436, 437, 439, 440, 442, 443, 445, 476, 478, 479, 481, 482, 484, 485, 487, 519, 520, 522, 523, 534, 535, 537, 538, 540, 541, 543, 544, 546, 547, 549, 550, 551, 553, 554, 556, 557, 559, 560, 562, 563, 565, 566, 568, 569, 571, 572, 574, 575, and 577; (c) the northern Lot Line of Lots 258, 259, 261, 262, 311, 313, 314, 316, 317, 319, 320, 322, 323, 325, 345, 346, 348, 349, 351, 352, 354, 355, 359, 361, 362, 364, 366, 367, 369, 370, 398, 400, 401, 403, 404, 406, 407, 409, 411, 412, 414, 415, 417, 418, 420, 421, 446, 448, 449, 451, 452, 454, 455, 457, 458, 460, 461, 463, 464, 466, 467, 469, 470, 472, 473, 475, 489, 490, 492, 493, 495, 496, 498, 499, 501, 502, 504, 505, 507, 508, 510, 511, 513, 514, 516, 517, 524, 526, 527, 529, 530, and 532; and (d) the southern Lot line of Lots 257, 259, 260, 262, 312, 313, 315, 316, 318, 319, 321, 322, 324, 325, 344, 346, 347, 349, 350, 352, 353, 355, 360, 361, 363, 364, 365, 367, 368, 370, 399, 400, 402, 403, 405, 406, 408, 409, 410, 412, 413, 415, 416, 418, 419, 421, 447, 448, 450, 451, 453, 454, 456, 457, 459, 460, 462, 463, 465, 466, 468, 469, 471, 472, 474, 475, 488, 490, 491, 493, 494, 496, 497, 499, 500, 502, 503, 505, 506, 508, 509, 511, 512, 514, 515, 517, 525, 526, 528, 529, 531, and 532 (individually, a "Side Easement" and collectively, the "Side Easements").

12. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby 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.

Inst. # 20180004676 OR BK: 3065 PG: 1768

IN WITNESS WHEREOF, Declarant and the HOA have executed this Amendment by and through their respective duly authorized representatives effective as of the 24th day of January, 2018.

Witnesses:

Print Name: Lisa Stricklan C

Print Name: Sandra Kwapinski

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

By: _____
Shane H. Ikerman
As its Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 24th day of January, 2018, by Shane H. Ikerman, as Assistant Secretary for D.R. Horton, Inc., a Delaware corporation. He is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI MY COMMISSION EXPIRES JULY 21, 2021 NOTARY PUBLIC STATE OF ALABAMA

_____
Notary Public Signature

Leigh-Ann Capocci
Notary Public Printed Name

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Inst. # 20180004676 OR BK: 3065 PG: 1769

Witnesses:

Print Name: Lisa McClard

Print Name: Sandra Kwapinski

PROMINENCE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Shane H. Ikerman
As its Secretary/Treasurer

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 24th day of January, 2018, by Shane H. Ikerman, as Secretary/Treasurer for Prominence Property Owners Association, Inc., a Florida non-profit corporation. He is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI MY COMMISSION EXPIRES JULY 21, 2021 NOTARY PUBLIC STATE OF ALABAMA

_____
Notary Public Signature

Leigh-Ann Capocci
Notary Public Printed Name

3085333_1

Inst. #20180035395 Bk: 3088 Pg: 887 Recorded: 10/23/2018 2:12 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: $35.50 Deputy Clerk KELLEY

This Instrument Prepared By
And Upon Recording Return To:
Hand Arendall Harrison Sale LLC
11 N. Water Street, Suite 30200
Mobile, AL 36602
(251) 432-5511

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROMINENCE SUBDIVISION

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision (this "Amendment") is made and entered into by D.R. Horton, Inc., a Delaware corporation ("Declarant"), and Prominence Property Owners Association, Inc., a Florida non-profit corporation (the "HOA").

RECITALS:

Declarant caused Prominence Subdivision (the "Subdivision") to be platted and created pursuant to that certain plat thereof titled "Prominence – Phase 1 Subdivision" and recorded at Plat Book 18, Pages 87-88 in the Public Records of Walton County, Florida (the "Recording Office") and pursuant to that certain plat thereof titled "Prominence – Phase 1 North" and recorded at Plat Book 19, Pages 12-12B in the Recording Office. Declarant subjected the Subdivision to that certain Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated April 18, 2014, and recorded at OR Book 2948, Page 1939 in the Recording Office (the "Original Declaration"), as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Prominence Subdivision dated November 25, 2014, and recorded at OR Book 2966, Page 2781 in the Recording Office (the "First Amendment"), that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated June 8, 2015, and recorded at OR Book 2982, Page 630 in the Recording Office (the "Second Amendment"), that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Prominence Subdivision dated February 14, 2017 and recorded at OR Book 3033, Page 1925 in the Recording Office (the "Third Amendment"), that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Prominence dated January 24, 2018 and recorded at OR Book 3065, Page 1764 in the Recording Office (the "Fourth Amendment"; the Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment is sometimes referred to herein as the "Declaration").

Declarant has now caused additional property to be platted as part of the Subdivision pursuant to that certain plat of subdivision titled Prominence – Phase 3 South recorded at Plat Book 21, Page 34, the Recording Office (the "Phase 3S Plat"). The HOA is the owner of all of the Common Areas shown upon the Phase 3S Plat. Declarant and the HOA desire to amend the Declaration in accordance with the terms and conditions hereof.

AGREEMENT:

Inst. # 20180035395 OR BK: 3088 PG: 888

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and the HOA, intending to be legally bound, hereby covenant and agree as follows:

1. Adoption of 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.

2. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

3. Imposition of Declaration. In accordance with Section 10.02 and Section 10.03 of the Declaration, Declarant hereby amends the Declaration to annex all of the real property that is the subject of the Phase 3S Plat (the "Phase 3S Property") into the Subdivision, and Declarant hereby imposes the Declaration upon the Phase 3S Property, and subjects the Phase 3S Property to the terms and conditions of the Declaration. Without limiting the foregoing terms, the Phase 3S 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 Phase 3S 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. The HOA joins in this Amendment for purposes of consenting to the annexation of the Phase 3S Property (including, without limitation, all Common Areas that are part of the Phase 3S Property) into the Subdivision and the Declaration in accordance with the foregoing terms.

4. Designation as Detached Lots. In accordance with Section 10.02 of the Declaration, all of the Lots shown on the Phase 3S Plat are designated as Detached Lots.

5. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby 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.

IN WITNESS WHEREOF, Declarant and the HOA have executed this Amendment by and through their respective duly authorized representatives effective as of the 18h day of October, 2018.

Witnesses:

Print Name: MARIE SCHLAUDER

Print Name: Amanda Romanelli

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

By: _____
Rachel S. DeQuattro
As Its Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 19th day of October, 2018, by Rachel S. DeQuattro, as Assistant Secretary for D.R. Horton, Inc., a Delaware corporation. She is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI MY COMMISSION EXPIRES JULY 21, 2021 NOTARY PUBLIC STATE OF ALABAMA

Notary Public Signature

Leigh-Ann Capocci
Notary Public Printed Name

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Inst. # 20180035395 OR BK: 3088 PG: 890

Witnesses:

Print Name: MARIE SCHLAUDER

Print Name: Amanda Romanelli

PROMINENCE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Shane H. Ikerman
As Its Secretary/Treasurer

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 1st day of October, 2018, by Shane H. Ikerman, as Secretary/Treasurer for Prominence Property Owners Association, Inc., a Florida non-profit corporation. He is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI MY COMMISSION EXPIRES JULY 21, 2021 NOTARY PUBLIC STATE OF ALABAMA

_____
Notary Public Signature

Leigh Ann Capocci
Notary Public Printed Name

3085333_1

Inst. #20190020022 Bk: 3108 Pg: 4076 Recorded: 6/18/2019 1:42 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: $44.00 Deputy Clerk DOUGLASS

This Instrument Prepared By
And Upon Recording Return To:
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Suite 300
Mobile, AL 36602
(251) 432-5511

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROMINENCE SUBDIVISION

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision (this "Amendment") is made and entered into by D.R. Horton, Inc., a Delaware corporation ("Declarant"), and Prominence Property Owners Association, Inc., a Florida non-profit corporation (the "HOA").

RECITALS:

Declarant caused Prominence Subdivision (the "Subdivision") to be platted and created pursuant to that certain plat thereof titled "Prominence – Phase 1 Subdivision" and recorded at Plat Book 18, Pages 87-88 in the Public Records of Walton County, Florida (the "Recording Office") and pursuant to that certain plat thereof titled "Prominence – Phase 1 North" and recorded at Plat Book 19, Pages 12-12B in the Recording Office. Declarant subjected the Subdivision to that certain Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated April 18, 2014, and recorded at OR Book 2948, Page 1939 in the Recording Office (the "Original Declaration"), as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Prominence Subdivision dated November 25, 2014, and recorded at OR Book 2966, Page 2781 in the Recording Office (the "First Amendment"), that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Prominence Subdivision dated June 8, 2015, and recorded at OR Book 2982, Page 630 in the Recording Office (the "Second Amendment"), that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Prominence Subdivision dated February 14, 2017 and recorded at OR Book 3033, Page 1925 in the Recording Office (the "Third Amendment"), that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Prominence dated January 24, 2018 and recorded at OR Book 3065, Page 1764 in the Recording Office (the "Fourth Amendment"), and that certain Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions for Prominence dated October 18, 2018 and recorded at OR Book 3088, Page 887 in the Recording Office (the "Fifth Amendment"; the Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment is sometimes referred to herein as the "Declaration").

Section 10.03 of the Declaration allows Declarant to amend the Declaration in any manner Declarant deems necessary and appropriate prior to Turnover (as that term is defined in the Declaration). As of the date of this Amendment, Turnover has not occurred. Declarant now desires to amend the Declaration in accordance with the terms and conditions herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and the HOA, intending to be legally bound, hereby covenant and agree as follows:

1. Adoption of 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.

2. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

3. Participation in Membership Reservation and Access Gate Agreement. Declarant and the HOA are parties to that certain Membership Reservation and Access Gate Agreement with St. Joe Resort Operations, LLC ("St. Joe") dated January 2019, as may be amended from time to time (the "Membership and Gate Agreement"), regarding the St. Joe Club & Resorts (the "Club") whereby St. Joe has granted Declarant the option to construct the Access Gate (as that term is defined in the Membership and Gate Agreement) between the Subdivision and Watersound Beach Club, a gated beach club facility located adjacent to the Subdivision, all as more particularly described in the Membership and Gate Agreement. In the event that Declarant constructs the Access Gate, the HOA shall accept the Access Gate for ownership and shall thereafter perform all such repairs, maintenance and/or replacement as may be required by the Membership and Gate Agreement, and all costs and expenses associated therewith shall be the responsibility of the HOA (collectively, the "Gate Expenses").

4. Special Assessment for Gate Expenses. In addition to the annual and special assessments authorized in Article Four of the Original Declaration, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of paying all Gate Expenses incurred by the HOA (a "Gate Assessment"). Any Gate Assessment shall be separately assessed in equal shares only to Members of the HOA who are also members of the Club (as applicable, "Club Members"). In no way limiting the foregoing, Members of the HOA who are not also Club Members shall have no responsibility whatsoever for any of the Gate Expenses. Any special assessment levied by the Board of Directors in accordance with this Section shall be treated as an assessment levied under Article Four of the Original Declaration with respect to any failure of a Member to pay such Member's share of such assessment.

5. Removal of Gate. Notwithstanding anything contained herein to the contrary, the Club Members shall have the right to elect to remove the Access Gate and construct a fence (without any gate) where the Access Gate was previously constructed, all in accordance with the terms and conditions of the Membership and Gate Agreement, by (a) an affirmative vote of a majority of the then current Club Members at any duly called meeting of the Members, or (b) by the written consent of a majority of the then current Club Members. For the avoidance of doubt, Members who are not Club Members shall not have the right to vote on such matter.

Inst. # 20190020022 OR BK: 3108 PG: 4078

6. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby 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.

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Inst. # 201900200122 OR BK: 3108 PG: 4079

IN WITNESS WHEREOF, Declarant and the HOA have executed this Amendment by and through their respective duly authorized representatives effective as of the 10th day of June, 2019.

Witnesses:

Sandra Kwapinski
Print Name: Sandra Kwapinski

Shana Benton
Print Name: Shana Benton

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

By: _____
Scott D. Whitehurst
As Its Vice President

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 10th day of June, 2019, by Scott D. Whitehurst, as Vice President for D.R. Horton, Inc., a Delaware corporation. He is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI
MY COMMISSION EXPIRES
JULY 21, 2021
NOTARY PUBLIC
STATE OF ALABAMA

_____
Notary Public Signature

Leigh Ann Capocci
Notary Public Printed Name

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Inst. # 20190020022 OR BK: 3108 PG: 4080

Witnesses:

Print Name: Caitlyn Gibson

Print Name: COURTNEY WADSWORTH

PROMINENCE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: ~~Shane H. Ikerman~~ Lisa M. Strickland

As Its ~~Secretary/Treasurer~~ President

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 13th day of June, 2019, by Shane H. Ikerman, as Secretary/Treasurer for Prominence Property Owners Association, Inc., a Florida non-profit corporation. He is personally known to me.

[SEAL]

LEIGH ANN CAPOCCI MY COMMISSION EXPIRES JULY 21, 2021 NOTARY PUBLIC STATE OF ALABAMA

Notary Public Signature

Leigh-Ann Capocci

Notary Public Printed Name

3608112_4