

PREPARED BY AND RETURN TO:
Richard S. Johnson, P.A.
126 Eglin Parkway, N.E.
Fort Walton Beach, Florida 32548
850-664-2705, EXT. 3

STATE OF FLORIDA
COUNTY OF OKALOOSA

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
ENDICOTT VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

PHASE I

THIS FIRST AMENDMENT is made this 10th day of June, 2008 by Endicott Village Homeowner's Association, Inc., a Florida non-profit corporation (hereinafter called "Declarant"), pursuant to authority contained in the Article VII, Section 1 of the "Declaration of Covenants, Conditions, Easements and Restrictions for Endicott Village Homeowners' Association, Inc., Phase I" recorded at Official Records Book 2763, Page 3300 et. seq. of the Public Records of Okaloosa County, Florida. Said official records and all amendments thereto are hereinafter referred to as the "Covenants and Restrictions."

WITNESSETH

WHEREAS, Endicott Village Homeowner's Association, Inc., a Florida non-profit Corporation referred to as the "Declarant", is the owner of certain property in Okaloosa County, Florida referred to in the Covenants as the "Property", and according to the Subdivision Plat as recorded in Plat Book 23, Page 71, known as Endicott Village.

WHEREAS, Endicott Village Homeowner's Association, Inc. is desirous of amending the Covenants and Restrictions pursuant to the authority provided in Article VII Section 1 of the Covenants and Restrictions.

NOW THEREFORE, the Declarant hereby amends the Covenants and Restrictions as follows:

1. Exhibit "A" to the "Covenants and Restrictions" for Endicott Village Homeowners' Association, Inc. shall be and is now deleted in its current form and amended as follows:

NOTE: *A title search has been neither requested nor conducted. Both Grantor and Grantee indemnify preparer from any and all defects in title.*

EXHIBIT "A"

PARCEL A:

BEGINNING AT THE SE CORNER OF BLOCK 42, S/D #1, PLAT OF VALPARAISO REALTY COMPANY'S PINECREST ADDITION TO VALPARAISO, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; PROCEED NORTH 16 FEET AND WEST 8 FEET TO THE POINT OF BEGINNING; THENCE NORTH 451.8 FEET ALONG THE WEST LINE OF REDWOOD AVENUE (BEING ON AN 8 FOOT STATE ROAD DEPT. WIDENING) TO THE SOUTH LINE OF THE C.J. KING, JR. PROPERTY DEEDED BY RUCKEL PROPERTIES, INC., ON DECEMBER 13, 1965; THENCE WEST 142 FEET ALONG THE C.J. KING, JR. LINE, THENCE SOUTH 451.8 FEET; MORE OR LESS TO THE NORTH LINE OF 27TH STREET (BEING A 16 FOOT STATE ROAD DEPT. WIDENING) THENCE EAST 142.0 FEET TO THE POINT OF BEGINNING, ALL LYING WITHIN BLOCK 42, S/D #1 PINECREST AND INCLUDING ALL OF LOTS 2 THROUGH 9 (AFTER THE STATE ROAD WIDENING) AND THE MAJOR PORTION OF LOT 1.

PARCEL B:

BEGINNING AT THE SE CORNER OF BLOCK 42, S/D #1, VALPARAISO REALTY COMPANY'S PINECREST ADDITION TO VALPARAISO, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 16 FEET AND WEST 8 FEET TO THE SE CORNER OF BLOCK 42 (AFTER STATE ROAD DEPT. WIDENING) THENCE NORTH 451.8 FEET ALONG THE WEST LINE OF REDWOOD AVENUE (BEING AN 8 FOOT STATE ROAD DEPT. WIDENING) TO THE SOUTH LINE OF THE C.J. KING, JR. PROPERTY DEEDED BY RUCKEL PROPERTIES, INC. ON DECEMBER 13, 1965; THENCE CONTINUE WEST 142 FEET ALONG THE C.J. KING, JR. LINE FOR THE POINT OF BEGINNING; THENCE SOUTH 453.7 FEET TO THE NORTH LINE OF 27TH STREET (BEING ON A 16 FOOT STATE ROAD DEPT. WIDENING) THENCE WEST 150 FEET TO THE SW CORNER OF LOT 10 (AFTER STATE ROAD WIDENING) THENCE NORTH 476.02 FEET TO THE NW CORNER OF LOT 18; THENCE SOUTH 85 DEGREES 50 SECONDS EAST 143.67 FEET TO THE WEST PROPERTY LINE OF C.J. KING, JR.; THEN SOUTH 12.6 FEET TO AN IRON PIPE MARKING THE SW CORNER OF C.J. KING, JR. PROPERTY; THENCE EAST 6.7 FEET TO THE POINT OF BEGINNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL BEING WITHIN BLOCK 42, S/D #1 PLAT OF VALPARAISO REALTY COMPANY'S PINECREST ADDITION TO VALPARAISO AND INCLUDING ALL OF LOTS 10 THROUGH 18 (AFTER STATE ROAD DEPT. WIDENING) AND EXCEPT THE EXTREME NE CORNER OF LOT 18, LESS THE EARLY CEMETERY ENCROACHMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF BLOCK 42, S/D #1 PLAT OF VALPARAISO REALTY COMPANY'S PINECREST ADDITION TO VALPARAISO, AS RECORDED IN PLAT BOOK 1, PAGE 55, PROCEED NORTH 16.0 FEET TO THE PRESENT NORTH RIGHT OF WAY OF 27TH STREET; THENCE CONTINUE NORTH ALONG THE EAST SIDE OF QUINCE STREET 328.2 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 115.7 FEET; THENCE SOUTH 82 DEGREES 27 SECOND EAST 18.5 FEET; THENCE SOUTH 9

DEGREES 16 SECONDS WEST 114.8 FEET OF THE POINT OF BEGINNING.

LESS AND EXCEPT A UTILITY PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID ENDICOTT VILLAGE; THEN RUN N 87°53'15" W ALONG THE SOUTHERN BOUNDARY THEREOF AND ALSO BEING THE NORTH RIGHT OF WAY OF 27TH STREET (66 FOOT RIGHT OF WAY) FOR 6.00 FEET; THENCE DEPARTING SAID SOUTHERN BOUNDARY AND RIGHT OF WAY RUN N 01°51'29" E PARALLEL TO EAST BOUNDARY OF AFORESAID PLAT FOR 50.56 FEET; THENCE RUN S 88°08'31" E FOR 6.00 FEET TO THE AFORESAID EAST BOUNDARY OF SAID PLAT; THENCE RUN S 01°51'29" W ALONG SAID EAST BOUNDARY FOR 50.58 FEET TO THE POINT OF BEGINNING.

AND

PROPERTY EAST OF REDWOOD AVENUE:
LOTS 3 THROUGH 16, BLOCK 43, S/D #1, PINECREST ADDITION TO VALPARAISO AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; LESS AND EXCEPT THE SOUTH 16 FEET OF LOTS 9 AND 10 AND THE WEST 8 FEET OF LOTS 10 THROUGH 16.

NOTE: A title search has been neither requested nor conducted. Both Grantor and Grantee indemnify preparer from any and all defects in title.

In all other respects, the said Covenants and Restrictions are unchanged and unaffected by this Amendment, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has executed this First Amendment on the date first below written.

Endicott Village Homeowner's Association, Inc., a Florida non-profit corporation

By: Michael R. Floyd
Michael R. Floyd

Its: Director

Witnesses:

Sharon Corfman
(Signature)

SHARON CORFMAN
(Print Name)

Jennifer Milize
(Signature)

Jennifer Milize
(Print Name)

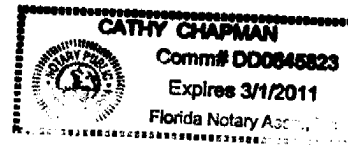
**STATE OF FLORIDA
COUNTY OF OKALOOSA**

I CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Michael R. Floyd, Director of Endicott Village Homeowner's Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Michael R. Floyd is personally known to me, or produced _____ as identification and he acknowledged to me to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above this 10th day of June, 2008.

(Affix Seal)

Cathy Chapman
(Signature of Notary Public)



Prepared by and return to:
107 N. Partin Drive
Niceville Florida, 32578

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ENDICOTT VILLAGE TOWNHOME ASSOCIATION**

THIS FIRST AMENDMENT is made this 14th day of MARCH, 2011 by FEMM ENTERPRISES LLC., a Florida Limited Liability corporation (hereinafter called A Developer @ or A Declarant), pursuant to authority contained in the Article VII (3) & (10) of the Declaration of Covenants, Conditions, Restrictions and Easements of Endicott Village Townhome Association (ACovenants and Restrictions@) recorded at Official Records Book 2763, Page 3300 et. seq. and amended at Book 2847, Page 2408 of the Public Records of Okaloosa County, Florida. Said official records and all amendments thereto are hereinafter referred to as the ACovenants and Restrictions@.

WITNESSETH

WHEREAS, FEMM ENTERPRISES LLC., a Florida Limited Liability Corporation referred to as the Adeveloper@, and A declarant@, is the owner of certain property Okaloosa County, State of Florida referred to in the Covenants as the AProperty@, and according to the Plat as recorded in Plat Book 23, Pages 71, known as Endicott Village;

WHEREAS, FEMM ENTERPRISES LLC, is desirous of amending the Covenants and Restrictions pursuant to the authority provided in Article VII Section 3 & 10 of the Covenants and Restrictions.

NOW THEREFORE, the Developer hereby amends the Covenants and Restrictions as follows:

1. Exhibit "A" to the Declaration of Covenants and Restrictions recorded at Book 2763, Page 3300 AND the First Amendment recorded at Book 2847, Page 2408 of the Public Records of Okaloosa County Florida shall be and is hereby Amended, Deleted and modified to its current form and hereby amended as follows:

See Attached Legal Description identified as Exhibit 1 to this Second Amendment as if incorporated herein.

In all other respects, the said Covenants and Restrictions are unchanged and unaffected by this Amendment, and is hereby ratified and confirmed.

NOTE: *A title search has neither been requested or conducted and grantor and grantee hereby hold harmless and indemnify preparer from all defects in title.*

IN WITNESS WHEREOF, Developer/declarant has executed this Second Amendment on the date first above written.

FEMM ENTERPRISES LLC

[Handwritten signature]

Print Name:

[Handwritten signature]

Print Name:

By: *[Handwritten signature: Michael R. Floyd]*

Michael R. Floyd

Its: Managing Member

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 14 day of March, 2011 by Michael R. Floyd as Managing Member of FEMM ENTERPRISES LLC, a Florida Limited Liability Corporation, on behalf of the corporation who are personally known to me or who have produced their driver's licenses as identification.



NOTARY PUBLIC

[Handwritten signature: Kathleen H. Fox]

ENDICOTT VILLAGE

(IMPROVED PARCEL)

DESCRIPTION (AS WRITTEN):

PARCEL B:

BEGINNING AT THE SE CORNER OF BLOCK 42, S/D #1, PLAT OF VALPARAISO REALTY COMPANY'S PINECREST ADDITION TO VALPARAISO, AS RECORDED IN PLAT BOOK 1, PAGE 55, RECORDS OF OKALOOSA COUNTY, FLORIDA; PROCEED N 2°11'54" E, A DISTANCE OF 17.23 FEET; THENCE S 87°53'15" E, A DISTANCE OF 56.05 FEET TO THE POINT OF BEGINNING; THENCE PROCEED N 02°06'00" E ON THE EAST RIGHT OF WAY LINE OF REDWOOD AVENUE (66 FOOT RIGHT OF WAY), A DISTANCE OF 336.23 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE PROCEED S 88°04'22" E, A DISTANCE OF 290.28 FEET; THENCE PROCEED S 01°51'29" W, A DISTANCE OF 337.17 FEET TO THE NORTH RIGHT OF WAY LINE OF TWENTY-SEVENTH STREET (66 FOOT RIGHT OF WAY); THENCE ON SAID RIGHT OF WAY PROCEED N 87°53'15" W, A DISTANCE OF 291.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.25 ACRES, MORE OR LESS.

Prepared by and return to:
107 N. Partin Drive
Niceville Florida, 32578

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ENDICOTT VILLAGE TOWNHOME ASSOCIATION**

THIS THIRD AMENDMENT is made this 7th day of FEBRUARY 2013 by FEMM ENTERPRISES LLC., a Florida Limited Liability corporation (hereinafter called ADeveloper@ or ADeclarant@), pursuant to authority contained in the Article IV of the Declaration of Covenants, Conditions, Restrictions and Easements of Endicott Village Townhome Association (ACovenants and Restrictions@) recorded at Official Records Book 2763, Page 3300 et. seq. and amended at Book 2847, Page 2408 of the Public Records of Okaloosa County, Florida. Said official records and all amendments thereto are hereinafter referred to as the ACovenants and Restrictions@.

WITNESSETH

WHEREAS, FEMM ENTERPRISES LLC., a Florida Limited Liability Corporation referred to as the ADeveloper@, and ADeclarant@, is the owner of certain property Okaloosa County, State of Florida referred to in the Covenants as the AProperty@, and according to the Plat as recorded in Plat Book 23, Pages 71, known as Endicott Village;

WHEREAS, FEMM ENTERPRISES LLC, Inc. is desirous of amending the Covenants and Restrictions pursuant to the authority provided in the Articles of the Covenants and Restrictions.

NOW THEREFORE, the Developer hereby amends the Covenants and Restrictions as follows:

1. Article III -- Party Walls, shall be and is amended to state:
Article III (7) - HOA additional insured. All owners shall name the HOA as additional insured on all real property insurance and shall maintain at all times a minimum insurance coverage of \$50,000.00 to cover loss to party walls and roofs.
2. Article IV 2 (a), shall be and is amended to state:

Class B membership shall cease to exist, and be converted to Class A after December, 31, 2025. All other terms in conditions in contradiction to this amendment, this amendment shall be controlling.
3. Article IV, shall be amended further to state:

(b) The declarant may unilaterally alter, change or revise these covenants and restrictions to enhance the development until such time as the Declarant no longer owns a lot in the property. Thereafter the Association shall succeed the Declarant and shall have the right to make such amendments.

(c) Except as provided in above, the terms of this declaration may be amended by an instrument accepted on by not less than one half (1/2) of the owners defined herein, or by the declarant or its designee. Any such amendment must be recorded. The

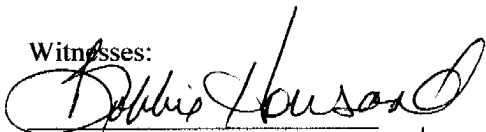
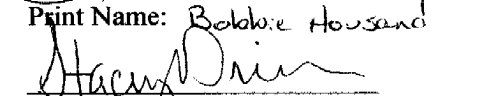
declarant shall not be subject to amendment without written consent of the declarant, or its designee or successors, so long as declarant owns a lot in Endicott Village.

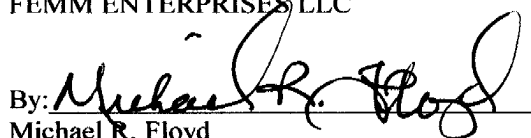
- 4. Article V 7, shall be amended as follows:
The assessment shall initially be 100.00 per month, per unit, paid quarterly.
- 5. Article VI 7, shall be amended as follows:
At the closing and transfer of title of each unit to the first owner other than declarant after recording of this amendment, such owner shall contribute to the association an amount equal to one quarter's general assessment.

In all other respects, the said Covenants and Restrictions are unchanged and unaffected by this Amendment, and is hereby ratified and confirmed.

NOTE: A title search has neither been requested or conducted and grantor and grantee hereby hold harmless and indemnify preparer from all defects in title.

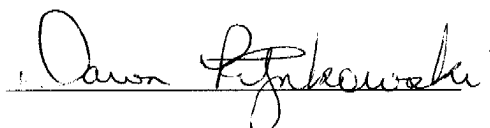
IN WITNESS WHEREOF, Developer/declarant has executed this Third Amendment on the date first above written.

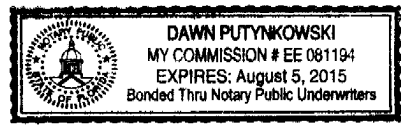
Witnesses:

 Print Name: Bobbie Housard

 Print Name: Stacey Driver

FEMM ENTERPRISES LLC
 By: 
 Michael R. Floyd
 Its: Managing Member

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 26 day of March, 2013 by Michael R. Floyd as Managing Member of FEMM ENTERPRISES LLC, a Florida Limited Liability Corporation, on behalf of the corporation who are personally known to me or who have produced their driver's licenses as identification.

NOTARY PUBLIC




Prepared by and return to:
107 N. Partin Drive
Niceville Florida, 32578

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ENDICOTT VILLAGE TOWNHOME ASSOCIATION
PHASE III**

THIS FOURTH AMENDMENT is made this ~~25th~~ day of JUNE, 2015 by FEMM ENTERPRISES LLC., a Florida Limited Liability corporation (hereinafter called ADeveloper@ or ADeclarant@), pursuant to authority contained in the Article IV of the Declaration of Covenants, Conditions, Restrictions and Easements of Endicott Village Townhome Association (ACovenants and Restrictions@) recorded at Official Records Book 2763, Page 3300 et. seq. and amended at Book 2847, Page 2408 of the Public Records of Okaloosa County, Florida. Said official records and all amendments thereto are hereinafter referred to as the ACovenants and Restrictions@.

WITNESSETH

WHEREAS, FEMM ENTERPRISES LLC., a Florida Limited Liability Corporation referred to as the Adeveloper@, and Adeclarant@, is the owner of certain property Okaloosa County, State of Florida referred to in the Covenants as the AProperty@, and according to the Plat as recorded in Plat Book 23, Pages 71, known as Endicott Village;

WHEREAS, FEMM ENTERPRISES LLC, Inc. is desirous of amending the Covenants and Restrictions pursuant to the authority provided in the Articles of the Covenants and Restrictions.

These Amendments provide as follows:

1. The common area shown on the plat and replat of Endicott are to be amended to the extent necessary to permit single family home construction with property lines amended to permit construction of 9 single family residential homes to be known as Endicott Village Phase III, Endicott Replat", herein referred to "Phase III".

2. The Association will execute a Quit Claim Deed to the Developer of Endicott which will encompass the following areas contained within the following descriptions:

DESCRIPTION (AS WRITTEN):

LOTS 7-9

A PARCEL OF LAND BEING A RE-PLAT OF LOTS 7-10 AND COMMON AREAS ADJACENT THERETO, ENDICOTT VILLAGE PHASE III, AS RECORDED IN PLAT BOOK 24, PAGE 23, AND LYING IN SECTION 5, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE ALONG THE WEST, NORTH, EAST, AND SOUTH BOUNDARIES OF SAID LOTS 7-10

AND RESPECTIVE COMMON AREAS, THE FOLLOWING FIVE (5) CALLS:
1) THENCE N 02°06'00" E, A DISTANCE OF 68.00 FEET; 2) THENCE S 87°54'00" E, A DISTANCE OF 128.41 FEET; 3) THENCE S 02°06'00" W, A DISTANCE OF 66.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 17.00 FEET; 4) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°09'03", AN ARC DISTANCE OF 5.98 FEET, (CHORD BEARING = S 82°01'29" W, CHORD = 5.95 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; 5) THENCE N 87°54'00" W, A DISTANCE OF 122.55 FEET TO THE SAID PARCEL CONTAINING 0.20 ACRES, MORE OR LESS.

LOTS 21-26

A PARCEL OF LAND BEING A RE-PLAT OF LOTS 21-30 AND COMMON AREAS ADJACENT THERETO, ENDICOTT VILLAGE, AS RECORDED IN PLAT BOOK 23, PAGE 73, AND LYING IN SECTION 5, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID ENDICOTT VILLAGE;
THENCE S 01°51'29" W ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 240.00 FEET;
THENCE DEPARTING SAID EAST BOUNDARY, PROCEED N 88°04'22" W, A DISTANCE OF 102.45 FEET TO A POINT ON THE EAST BOUNDARY OF LOT 20 OF SAID ENDICOTT VILLAGE;
THENCE N 02°06'00" E ALONG SAID EAST BOUNDARY, A DISTANCE OF 14.46 FEET TO THE NORTHEAST CORNER THEREOF, LYING COMMON WITH THE SOUTHWEST CORNER OF THE AFORESAID LOT 30, SAID POINT LYING IN A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 57.00 FEET;
THENCE ALONG THE WESTERLY BOUNDARIES OF THE AFORESAID LOTS 21-30, THE FOLLOWING THREE (3) CALLS:
1) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°22'14", AN ARC DISTANCE OF 42.15 FEET, (CHORD BEARING = N 23°02'36" E, CHORD = 41.20 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; 2) THENCE N 01°51'29" E, A DISTANCE OF 113.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 57.00 FEET; 3) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°06'38", AN ARC DISTANCE OF 64.77 FEET, (CHORD BEARING = N 30°41'50" W, CHORD = 61.34 FEET) TO THE NORTHWEST CORNER OF SAID LOT 21;
THENCE DEPARTING SAID WESTERLY BOUNDARY, PROCEED N 01°55'38" E, A DISTANCE OF 22.39 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID ENDICOTT VILLAGE;
THENCE S 88°04'22" E ALONG SAID NORTH BOUNDARY, A DISTANCE OF 120.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.52 ACRES, MORE OR LESS.

3. Article II is hereby amended to provide that all back porches, decks and steps, and all front porches, steps, garages, and driveway areas shall be the sole maintenance responsibility of the unit owner. In the event a porch, deck or step is located on common area, an easement is hereby declared to accommodate its actual location, and each shall be a limited common asset to its attached unit. The Association may require a porch to be rebuilt or repaired, but will have no duty to do so. If the Association determines that repair or correction of the exterior of any unit is necessary and the owner declines to comply after 30 days' written notice, the Association can have the work done and assess the owner. The assessment shall be treated as a special assessment due within 30 days.

4. Article III is hereby amended regarding Phase III in the following manner. Party Walls are hereby deleted as to Phase III.

5. Endicott Village shall hereafter be known as follows:

A. Endicott Phase I and II: Those units constructed or to be constructed on Lots according to the original plat recorded in Plat Book 23, Pages 71 and Plat Book 24, Page 23, respectively, Okaloosa County, Florida.

B. Endicott Phase III: 9 Units.

6. Article V is hereby amended as to Phase III, which shall have separate building maintenance budgets from those as detailed in Article V and Phase I. Those budgets are to be decided upon by the owners of units within those phases, except in the event the Association has found that a unit or building has failed to maintain its standard of construction and appearance. In that event, maintenance can be directed by the Association and the expense will be treated as a special assessment. In the event the two owners of Phase III can't agree on a building maintenance budget, or on any item of maintenance, the Board of the Endicott Homeowners' Association, Inc. shall decide the issue. Phase III shall have no building maintenance budget, since the units are to be owned as single family residences.

B) There shall be no duty to pay assessments on lots (units) on which no structure has been built.

7. The non-building expenses, including common area landscaping (but not landscaping within lots at Phase III road repair and lighting, fences, walls, landscape irrigation, and all other common area maintenance expense shall be a common expense. Non-building expenses shall be equal for each unit.

8. Association administration expenses shall be common, although building insurance, if purchased for one or more units, shall be assessed to that unit. Insurance within Endicott Phase III shall be an individual expense.

9. The uniform rate of assessment requirement in Articles V and VI of the Covenants and Restrictions, and as amended, are amended as provided herein. Units within Phase I shall be uniformly assessed. Phase I assessments remain unchanged. Phase III assessments of constructed units within Phase III shall be uniformly assessed, at the rate of \$400.00 a year, to be paid quarterly.

10. Except to the extent modified herein, the original Covenants and restrictions of Endicott Village, and as Amended, shall remain the same.

In all other respects, the said Covenants and Restrictions are unchanged and unaffected by this Amendment, and is hereby ratified and confirmed.

NOTE: A title search has neither been requested or conducted and grantor and grantee hereby hold harmless and indemnify preparer from all defects in title.

IN WITNESS WHEREOF, Developer/declarant has executed this Fourth Amendment on the date first above written.

Witnesses:

Bobbie Housard
Bobbie Housard

Print Name:

Christina Black

Print Name:

FEMM ENTERPRISES LLC

By: Michael R. Floyd
Michael R. Floyd

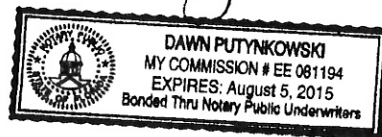
Its: Managing Member

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 25 day of June, 2015 by Michael R. Floyd as Managing Member of FEMM ENTERPRISES LLC, a Florida Limited Liability Corporation, on behalf of the corporation who are personally known to me or who have produced their driver's licenses as identification.

NOTARY PUBLIC

Dawn Putynkowski



FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ENDICOTT
VILLAGE TOWNHOME ASSOCIATION PHASE III

THIS FIFTH AMENDMENT is made this the 1st day of April, 2017, by FEMM ENTERPRISES, LLC, a Florida Limited Liability Company, (hereinafter called Developer or Declarant), pursuant to authority contained un the Article IV of the Declaration of Covenants, Conditions, Restrictions and Easements of Endicott Village Townhome Association (Covenants and Restrictions), recorded in Official Records Book 2763, Page 3300, and amended in Official Records Book 2847, Page 2408, and in Official Records Book 3089, Page 3307, and in Official Records Book 3208, Page 3124, Public Records of Okaloosa County, Florida. Said Official Records and all amendments thereto are hereinafter referred to as the Covenants and Restrictions.

WHEREAS, FEMM ENTERPRISES, LLC, a Florida Limited Liability Company, hereinafter referred to as the Developer and Declarant, is the owner of certain property in Okaloosa County, State of Florida, referred to in the Covenants and Amendments as the Property, and according to the plat as recorded in Plat Book 23, Page 71, known as Endicott Village, and in Plat Book 27, Pages 16 and 17, known as Endicott Village Phase III, a Planned Unit Development, Public Records of Okaloosa County, Florida.

WHEREAS, FEMM ENTERPRISES, LLC, a Florida Limited Liability Company, is desirous of amending the Covenants and Restrictions pursuant to the authority provided in the Articles of the Covenants and Restrictions, as they pertain to Endicott Village Phase III, a Planned Unit Development, according to the plat thereof as recorded in Plat Book 27, Page 16 and 17, Public Records of Okaloosa County, Florida, only.

NOW THEREFORE, the Developer and Declarant, hereby amends the Covenants and Restrictions as follows:

- 1. The uniform rate of assessment requirement in Articles V and VI of the Covenants and Restrictions, and as amended, are hereby amended as to Phase III, as provided herein. Units within Phase III assessments shall be uniformly assessed at the rate of \$100.00 per month, to be paid quarterly, effective with the second quarter assessment due on April 1, 2017.

In all other respects, the said Covenants and Restrictions are unchanged and unaffected by this Amendment, and in hereby ratified and confirmed.

IN WITNESS WHEREOF, Developer and Declarant has executed this Fifth Amendment on this the 19th day of April, 2017.

Signed sealed and delivered
in the presence of:

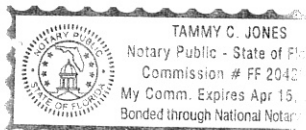
Tammy C. Jones
witness: Tammy C. Jones
Ashley N. Chapman Cuchens
witness: Ashley N. Chapman Cuchens

FEMM ENTERPRISES, LLC, a Florida
Limited Liability Company
By: *Michael R. Floyd*
Michael R. Floyd, Manager

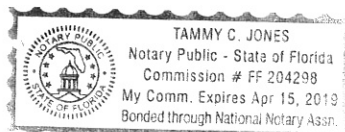
STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to and subscribed before me this the 19th day of April, 2017, by Michael R. Floyd as Manager of FEMM ENTERPRISES, LLC, a Florida Limited Liability Company, who is personally known to me as identification.

(SEAL)



Tammy C. Jones
Notary Public: Tammy C. Jones



Inst. #3129677 BK 3259 Pg 4889
Page 1 of 1 Recorded: 4/20/2017 9:18 AM
RECORDING ARTICLE V. \$4.00 RECORDING \$6.00

DEPUTY CLERK ADALTON
JD PEACOCK II CLERK OF COURTS
OKALOOSA COUNTY, FLORIDA

inst. instrument filed by: Michael K. Floyd
109 Mulry Drive
Niceville, Florida 32578