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STATE OF FLORIDA
COUNTY OF SANTA ROSA

AMENDED AND RESTATED
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
OF
SCARLETT'S WAY

THIS AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 26 day of October, 2022, by WALLACE WEST, LLC, a Florida limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant previously executed and recorded a Declaration of Conditions, Covenants and restrictions of Scarlett's Way, a subdivision development in Santa Rosa County, Florida, recorded in Office Records Book 4330 at Page 395 of the Public Records of Santa Rosa County, Florida ("Prior Declaration");

WHEREAS, Declarant now desires to revoke, terminate and cancel the Prior Declaration and replace it in its entirety with this Amended and Restated Declaration of Conditions, Covenants and Restrictions of Scarlett's Way, a subdivision development in Santa Rosa County, Florida;

NOW THEREFORE, the Revised Declaration shall replace the Prior Declaration as set forth below, for the purpose of protecting the value and desirability of the real property, and which shall run with the real property and be binding on all parties having any right, title or interest therein, and their heirs, successors and assigns.

FURTHER WHEREAS, Declarant is the owner of all the property more particularly described in Exhibit "A" (the "Property").

NOW THEREFORE, Declarant declares all of the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of all of the Property and which run with the Property and are binding on all parties having any right, title or interest in the Property or any part of the Property, or their heirs, personal representatives, successors and assigns, and will inure to the benefit of each owner. Declarant establishes this Declaration of Covenants, Conditions, Restrictions and Easements for Scarlett's Way.

NOW THEREFORE, Declarant declares that, subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.1 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.2 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.3 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Act" means Chapter 720, Florida Statutes, as amended from time to time.
- (b) "Additional Property" shall have the meaning given such term in Section 10.02 hereof.
- (b) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (c) "Articles of Incorporation" means the Articles of Incorporation of SCARLETT'S WAY HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, as filed in the records of the Florida Department of State, Division of Corporations, as the same may hereafter be amended, altered or repealed from time to time, a copy of which is attached hereto as Exhibit "B".
- (d) "Association" means SCARLETT'S WAY HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation.
- (e) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.

- (f) “Builder” means any home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (g) “Bylaws” means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time, a copy of which is attached hereto as Exhibit “C”.
- (h) “Common Area” means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association, and any and all personal property or fixtures owned by the Association, whether now owned or hereinafter acquired, and/or held and operated by the Association for the benefit of the Owners.
- (i) “Common Expense” means any and all expenses of the Association (i) associated with the ownership, maintenance, repair and/or replacement of the Common Area; (ii) in obtaining and maintaining any and all insurance required or otherwise permitted in accordance with Article Twelve hereof; and (iii) otherwise denominated hereunder as a Common Expense.
- (j) “Community Property” means all of the Lots and the Common Area, collectively.
- (k) “Declarant” means WALLACE WEST, LLC, a Florida limited liability company, its successors and assigns which expressly are assigned and assume the Declarant’s rights as “Declarant” hereunder.
- (l) “Landscaping Work” means all landscape installation, maintenance, repair and/or replacement, as applicable, performed by the Association upon any and all Lots.
- (m) “Lot” means each and every numbered lot shown on the Plat of Subdivision.
- (n) “Member” means every person or entity who is a member of or owns property within the Association.
- (o) “Mortgagee” means a holder or beneficiary of any mortgage, deed with vendor’s lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (p) “Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.

- (q) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (r) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (v) "Stormwater Management System" shall mean a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.
- (w) "Subdivision" means Scarlett's Way, a residential subdivision as shown on the unrecorded Plat of Subdivision, depicted as included in Exhibit A hereto, plus any Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (x) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Santa Rosa County, Florida, (ii) any event described in Florida Statutes, Section 720.307(1), or (iii) December 31, 2025; provided however, in the event of a conflict between the Florida Statutes and the foregoing, the applicable Florida Statute controls.

ARTICLE TWO **COMMON AREA**

2.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area (including all improvements constructed on the Common Area), and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.2 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.3 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes; provided, however, that the Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any rules and regulations adopted by the Association. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon, their successors and assigns.

2.4 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.5 Easements.

- (a) Access Easement. An easement for vehicular and pedestrian access is hereby reserved over and across all private roadways in the Subdivision for the benefit of the Association, all Owners, and all tenants and guests of all Owners (the "Access Easement"). The Association shall have the right to promulgate rules and regulations for the use of the Access Easement. The maintenance and repair of the road surface that constitutes the Access Easement shall be performed by the Association.
- (b) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.
- (c) Structures. No dwelling unit, house, 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.
- (c) Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service;

provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.6 Control of Common Area. The Association may, upon approval by the Members, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real or personal property, or purchase or acquire any additional real or personal property and dedicate the same as Common Area subject to the terms of this Declaration.

2.7 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.8 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

3.1 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board

of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for Common Expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.2 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.3 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.4 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

3.5 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for common expenses. The Reserve Account shall be established, budgeted, and maintained in accordance with Section 720.303 of the Act, as may be amended from time to time. In no way limiting the foregoing, the Reserve Account is intended to fund capital expenditures, deferred maintenance, and items of expense that do not occur on a regular basis.

ARTICLE FOUR **COVENANT FOR MAINTENANCE ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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) special assessments for capital improvements to the Common Area, and (3) 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. The annual, special, and Governmental Assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title; provided, however, that "previous Owner" shall not include an association, mortgagee, lien holder, or other lender that acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous Owner.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping, structures, holding and retention ponds, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area.

4.3 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Areas, and any and all other expenses of the Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth in the Articles of Incorporation. Once assessed, the Association has a lien on each Lot for any unpaid assessments, interest, late fees, attorneys' fees, and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The initial annual assessment period will commence on the date the Board of Directors fixes the initial annual assessment and continue until December 31 of that calendar year. Thereafter, each annual assessment period will be the calendar year.

4.4 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy, in any annual assessment period, a special assessment applicable to that calendar year. Any such special assessment may only be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto, and to cover unbudgeted expenses, expenses in excess of those budgeted, and other common expenses of the Association. Notwithstanding the foregoing, before Turnover, the Board of Directors may not levy a special assessment unless a majority of Members, other than the Declarant, has approved the special assessment at a duly called special meeting and in accordance with the requirements of the Act.

4.5 Date of Commencement of Assessments and Due Dates. The assessments provided for herein shall be assessed upon transfer of ownership to any Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days prior to each annual assessment period, and in accordance with the requirements of the Act, the Board of Directors shall prepare and adopt a budget for the estimated common expenses and reserves of the Association during the coming assessment period. Except as otherwise provided in this Section 4.5, each Owner shall pay an equal amount of the annual assessment. The aggregate amount of the assessments shall be set at a level which is reasonably expected to produce income for the Association equal to the total budgeted common expenses, including any reserves. The Board of Directors shall send a copy of the budget and notice the amount of the annual assessments for the following year to each Owner in accordance

with the requirements of the Act, as may be amended from time to time. If the Board of Directors fails for any reason to determine the budget for any year, then until such time as the budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. Any revised budget prepared and adopted by the Board of Directors shall become effective in accordance with the requirements of the Act, as may be amended from time to time. The Board of Directors shall determine if annual and special assessments will be collected annually, quarterly or at some other interval and shall set due dates for assessment payments.

4.6 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon until the date such unpaid assessments are paid at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Florida. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, late fees, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any assessment within ninety (90) days of the applicable due date or as otherwise mandated by the Act. Prior to such suspension, any Owners will be given fourteen (14) days' notice of the suspension and an opportunity for hearing, to the extent required pursuant to Florida law.

4.7 Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the Act, and specifically, §720.3085(2) of the Act, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

4.8 Estoppel Letter. The Association shall, upon request from an Owner or on behalf of an Owner, provide estoppel certificates in accordance with the requirements of the Act.

4.9 Declarant Exemption; Assessments During Declarant Control. Notwithstanding anything contained herein to the contrary, all Lots owned by Declarant shall be exempt from assessments of any type by the Association until the first to occur of (i) Declarant's execution and recording in the real property records of Santa Rosa County, Florida of a written waiver of

the exemption from assessments set forth in this Section 4.10 or (ii) Turnover; provided, however, that for so long as Declarant's Lots are exempt from assessments, Declarant shall be responsible for and shall pay any and all operating expenses of the Association that exceed the amount of assessments receivable hereunder from the other Members and other income sources (if any) of the Association.

4.10 Fines. The Association may levy reasonable fines against any Owner for violations of the provisions of this Declaration, the Articles, the Bylaws, or the rules and regulations of the Association. A fine may not exceed \$100.00 per violation of any Owner or Owner's tenant, guest, or invitee for failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Articles, the Bylaws, or the reasonable rules and regulations of the Association unless otherwise provided herein. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate unless otherwise provided herein. A fine of less than \$1,000.00 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorneys' fees and costs from the non-prevailing party as determined by the court.

ARTICLE FIVE **MAINTENANCE AND REPAIR**

5.1 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners.

5.2 Damage to Common Area. Notwithstanding anything contained in this Article to the contrary, each Owner shall be personally responsible and liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX **ARCHITECTURAL CONTROL**

6.1 Submission of Plans and Specifications. No residence, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy

of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.2 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.3 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to ensure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.4 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.5 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN **USE RESTRICTIONS**

7.1 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within their home so long as (i) such business uses only ten percent (10%) of the total square footage of such home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances, and (b) Builders shall have the right to use one or more homes as a "model home" and to operate a sales office from such model home.

7.2 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.3 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.4 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.5 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any home shall contain a minimum of one thousand two hundred (1,200) square feet of heated and cooled living space.
- (b) No home may exceed three (3) habitable stories above grade.
- (c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk (1) upon completion of the House on his or her Lot and before occupancy thereof.
- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) No window air-conditioning units shall be permitted without prior approval from the Architectural Review Committee.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.

- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as minimize visibility from the front of the Lot and shall be placed on the back or side of any roof. Notwithstanding the foregoing, the Architectural Review Committee shall regulate antennas, satellite dishes, and/or other signal-receiving equipment of any kind in strict compliance with all federal laws and regulations.
- (h) All plumbing or heating vent locations and colors shall be first approved by the Architectural Review Committee.
- (i) Driveway must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.
- (j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees or adjacent properties.
- (k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (l) Fences are only permissible behind the front corners of the home. The materials and design of such fencing must be approved by the Architectural Review Committee prior to constructing or installing such fencing. In addition to the foregoing, no fences may be constructed on any Lot in a manner that impedes stormwater flow within the Drainage Easements.
- (m) No outside clothes lines shall be permitted.
- (n) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.6 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.7 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.8 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure has been approved in writing by the Architectural Review Committee.

7.9 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers, and boats may be parked or stored on any Lot providing they are obscured from view by garage or fencing out of sight from all neighbors.
- (d) No overnight parking on streets is allowed. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction.

- (a) When construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Lot only at such a location as to not interfere with the flow of traffic in the Subdivision, and such vehicle shall not be parked on the streets and roads of the Subdivision. All construction sites must be kept clean, and debris shall not

be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.

- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of Santa Rosa County, and its applicable building code.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. All outside lights shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's home at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single-family residence and yard, in reasonable quantities for personal use upon such Owner's Lot without obtaining such written consent. The Board of Directors may require

removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be responsible for paying all applicable Lot connection fees and water distribution or sanitary sewage system assessments. Septic tanks and wells are permitted.

7.20 Windows and Window Treatments. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or energy conservation equipment (collectively, "Energy Conservation Equipment") shall be constructed or installed on any Lot or Home without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Energy Conservation Equipment shall be installed in such a way as to minimize visibility from any Common Area or road within the Subdivision. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations regarding the use and location of Energy Conservation Equipment; provided, however, that such rules and regulations shall not impair the effective operation of such Energy Conservation Equipment and shall comply with the requirements set forth in the Act.

7.24 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or Home without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) hours and promptly removed from view after use. Notwithstanding the foregoing, portable generators may be used and located on a Lot for more than twenty-four (24) hours in the event of an emergency or power outage but must be promptly removed once power is restored.

ARTICLE EIGHT
ADDITIONAL RESTRICTIONS

8.1 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. Further, all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder.

8.2 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.3 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.4 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE
ENFORCEMENT; DURATION; AMENDMENT

9.1 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the

Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.3 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.4 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for thirty (30) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.5 No Additional Burden. No amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.6 Amendments. This Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members provided, however, that any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior approval of NFWFMD. Notwithstanding the foregoing, Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN
RESERVED DECLARANT RIGHTS

10.1 General Reserved Rights. Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

All the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.2 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any real property adjacent to the Subdivision, including but not limited to the Additional Phases (the "Additional Property") subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (i) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (ii) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right to alter, or otherwise replace with other terms, the terms of Section 7.05 hereof as those terms pertain to any Lots created out of such Additional Property.

10.3 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner.

10.4 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN

INSURANCE; CASUALTY

11.1.1 Insurance on Common Area. Except as is provided in Section 12.07 hereof to the contrary, the Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

ARTICLE TWELVE

STORMWATER MANAGEMENT

12.01 Stormwater Management

- (a) The Stormwater Management System, with the exception of the roof drainage system easements, shall be maintained by Santa Rosa County.
- (b) Fences or other structures shall not be installed in public or private drainage or access easements. These easements shall be accessible at all times.
- (c) There are 10 foot private drainage easements along each property line, being 5 feet on each lot. Fences or other structures in these easements shall not impede stormwater flow.

ARTICLE THIRTEEN **MISCELLANEOUS**

13.1 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

13.2 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

13.3 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

13.4 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

13.5 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

13.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

13.7 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

13.8 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

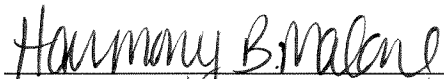
13.9 Fair Housing Amendments Act of 1988. This Declaration, the Articles, the Bylaws, and any rules and regulations of the Association shall be subordinate to and interpreted and applied in a manner so as to be consistent with 42 U.S.C. §3601, *et seq.*

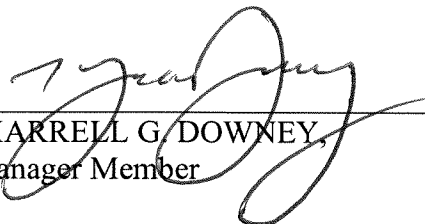
IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.


WITNESS:

DECLARANT:

WALLACE WEST, LLC,
a Florida limited liability company


Print Name: Harmony B. Malone


By: HARRELL G. DOWNEY,
Its Manager Member


Print Name: Judith A. Pinette

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 26 day of October, 2022 by HARRELL G. DOWNEY, as Manager Member of WALLACE WEST, LLC, a Florida limited liability company, who is personally known or has produced a driver's license as identification.



Notary Public

My Commission Expires:

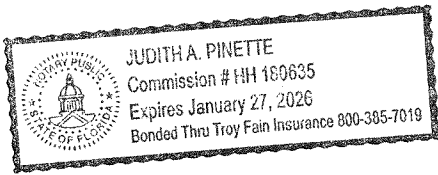


EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

PARCEL 1:

A portion Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of the Northeast Quarter of Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida; thence South 02°53'30" West, a distance of 51.00 feet along the West line of the Northeast Quarter of said Section 15 to the Monumented Southerly Right of Way line of Highway No. 182 for the POINT OF BEGINNING; thence South 87°34'34" East, a distance of 1,250.04 feet along said Monumented Southerly Right of Way line; thence departing said Monumented Southerly Right of Way line South 02°53'30" West, a distance of 350.01 feet; thence North 87°34'34" West, a distance of 1,250.04 feet; thence North 02°53'30" East, a distance of 350.01 feet to the POINT OF BEGINNING.

Containing 10.04 acres, more or less.

PARCEL 2:

Commence at the Northwest Corner of the Northeast Quarter of Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida; thence South 02°53'30" West, a distance of 51.00 feet along the West line of the Northeast Quarter of said Section 15 to the Monumented Southerly Right of Way line of Highway No. 182; thence South 87°34'34" East, a distance of 1,350.04 feet along said Monumented Southerly Right of Way line to the POINT OF BEGINNING; thence continue South 87°34'34" East, a distance of 1,296.14 feet along said Monumented Southerly Right of Way line to the Apparent Westerly line of Maintenance Claim for Three Hollow Road (18 foot wide graded dirt road); thence along said Westerly line of Maintenance Claim the following three (3) courses and distances; South 04°09'17" West, a distance of 1,214.53 feet; thence South 03°04'52" West, a distance of 299.68 feet; thence South 03°46'42" West, a distance of 461.50 feet; thence departing said Westerly line of Maintenance Claim, North 87°34'34" West, a distance of 350.10 feet; thence North 03°46'42" East, a distance of 467.64 feet; thence North 03°04'52" East, a distance of 300.83 feet; thence North 04°09'17" East, a distance of 857.07 feet; thence North 87°34'34" West, a distance of 938.27 feet; thence North 02°53'30" East, a distance of 350.01 feet to aforesaid Monumented Southerly Right of Way line and the POINT OF BEGINNING.

Containing 23.44 acres, more or less.

PARCEL 3

Commence at the Northwest corner of the Northeast quarter of Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida; thence South 02°53'30" West, a distance of 51.00 feet along the West line of the Northeast quarter of said Section 15 to the Monumented Southerly Right of Way line of Highway No. 182; thence South 87°34'34" East, a distance of 2,646.19 feet along said Monumented Southerly Right of Way line to the Apparent Westerly line of Maintenance Claim for Three Hollow Road (18 foot wide graded dirt road); thence along said Westerly line of Maintenance Claim the following three (3) courses and distances; South 04°09'17" West, a distance of 1,214.53 feet; thence South 03°04'52" West, a distance of 299.68 feet; thence South 03°46'42" West, a distance of 711.57 feet to the POINT OF BEGINNING; thence continue along said Westerly line of Maintenance Claim, South 03°46'42" West, a distance of 1,011.82 feet; thence departing said Westerly line of Maintenance Claim, North 87°34'34" West, a distance of 350.11 feet; thence North 03°46'45" East, a distance of 1,011.82 feet; thence South 87°34'34" East, a distance of 350.10 feet to aforesaid Westerly line of Maintenance Claim and the POINT OF BEGINNING.

Containing 8.13 acres, more or less.

Subject to and together with a 70 foot Ingress, Egress, and Utility Easement described as follows:

A portion of Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast quarter of Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida; thence South 02°53'30" West, a distance of 51.00 feet along the West line of the Northeast quarter of said Section 15 to the Monumented Southerly Right of Way line of Highway No. 182 for the POINT OF BEGINNING; thence South 87°34'34" East, a distance of 2,646.19 feet along said Monumented Southerly Right of Way line to the Apparent Westerly line of Maintenance Claim for Three Hollow Road (18 foot wide graded dirt road); thence South 04°09'17" West, a distance of 70.03 feet along said Westerly line of Maintenance Claim; thence departing said Westerly line of Maintenance Claim, North 87°34'34" West, a distance of 2,644.64 feet to aforesaid West line of the Northeast quarter of Section 15; thence North 02°53'30" East, a distance of 70.00 feet along said West line to the POINT OF BEGINNING.

Subject to and together with a 30 foot Ingress, Egress, and Utility Easement described as follows:

A portion of Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Section 15, Township 3 North, Range 29 West, Santa Rosa County, Florida; thence South 02°55'45" West, a distance of 120.63 feet along the East line of said Section 15; thence departing said East line, North 87°34'34" West, a distance of 18.03 feet

to the Apparent Westerly line of Maintenance Claim for Three Hollow Road (18 foot wide graded dirt road) and the POINT OF BEGINNING; thence continue along said Apparent Westerly line of Maintenance Claim the following three (3) courses and distances: South 04°09'17" West, a distance of 1,144.49 feet; thence South 03°04'52" West, a distance of 299.68 feet; thence South 03°46'42" West, a distance of 1,723.39 feet; thence departing said Apparent Westerly line of Maintenance Claim, North 87°34'34" West, a distance of 30.01 feet; thence North 03°46'42" East, a distance of 1,723.91 feet; thence North 03°04'52" East, a distance of 299.78 feet; thence North 04°09'17" East, a distance of 1,143.87 feet; thence South 87°34'34" East, a distance of 30.01 feet to the POINT OF BEGINNING.



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Exhibit "B"

**ARTICLES OF INCORPORATION OF
SCARLETT'S WAY HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator adopts the following Articles of Incorporation (the "Articles") for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

**ARTICLE I
CORPORATE NAME**

The name of the Corporation is SCARLETT'S WAY HOMEOWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE III
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Scarlett's Way recorded or to be recorded in the public records of Santa Rosa County, Florida, unless otherwise stated in the Articles, or unless the context otherwise requires.

**ARTICLE IV
COMMENCEMENT OF CORPORATE EXISTENCE**

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed with the Department of State of the State of Florida.

**ARTICLE V
PURPOSES AND POWERS**

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association.

The purposes for which the Association is formed, and the powers that may be exercised by the Board of Directors of the Association, are:

- (a) To own, operate, maintain, preserve, or replace, and to provide architectural control over the Property, including the Common Area, and to those properties that may be annexed or joined to the Property from time to time pursuant to the Declaration; and

(b) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain, and replace, lease, transfer, and otherwise dispose of, real property, buildings, improvements, fixtures, and personal property in connection with the business and affairs of the Association; and

(c) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the consent of a majority of the Members to such dedication, sale, or transfer, in writing or by vote at a duly called meeting of the Association, or without the prior written consent of Declarant so long as Declarant owns at least one Parcel; and

(d) To establish, levy, collect, and enforce payment of, all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Association, and to use the proceeds thereof in the exercise of its powers and duties; and

(e) To pay all expenses in connection with, and incident to, the conduct of the business and affairs of the Association; and

(f) To borrow money and to pledge, mortgage, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

(g) To annex and join additional real property to the Property pursuant to the terms and provisions of the Declaration; and

(h) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

(i) To grant easements on or through the Common Area or any portion of the Property; and

(j) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and

(k) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions, or agreements to effectuate the purposes for which the Association is organized; and

(l) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, trash removal and other utilities or services; and

(m) To purchase insurance upon the Property or any part of the Property and insurance for the protection of the Association, its Officers, its Directors, and the Owners; and

(n) To employ personnel to perform the services required for the proper operation of the Association.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments to applicable law

ARTICLE VI BOARD OF DIRECTORS

A. **NUMBER AND QUALIFICATIONS.** The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors must be a minimum of three and always an odd number. Directors appointed by the Declarant before turnover need not be Members of the Association. Following turnover, Directors must be Members.

B. **DUTIES AND POWERS.** All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject to approval by Owners only when such approval is specifically required.

C. **ELECTION; REMOVAL.** Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws and by Chapter 720, Florida Statutes, as it may be amended from time to time. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws or by Florida law, as it may be amended from time to time.

D. **TERM OF INITIAL DIRECTORS.** The Declarant shall appoint the members of the first Board of Directors and their replacements, who shall hold office for the periods determined by the Declarant, but in no event, after turnover unless voted upon by the Members.

E. **INITIAL DIRECTORS.** The names and addresses of the initial Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the Annual Meeting of the Members and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for the filling of vacancies and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Harrell G. Downey
Vice President	James Prial
Secretary/Treasurer	Janine Howle

ARTICLE VIII MEMBERSHIP

Every person or entity who is a record title owner of any Parcel shall be a Member of the Association. Any person or entity who holds an interest in any Parcel merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association is appurtenant to a Parcel and cannot be conveyed other than by conveyance of fee simple title to the Parcel.

ARTICLE IX AMENDMENT

Amendments to these Articles shall be made in the following manner:

A. PROPOSAL. Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. ADOPTION. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one third (1/3) of the Members. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all the Members represented at a meeting at which a quorum of Members is present.

C. LIMITATION. No amendment shall make any changes in: (i) the qualifications for membership; (ii) voting rights or property rights of Members; (iii) purposes and powers; and (iv) indemnification, without the approval in writing of all Members and the joinder of all record owners of mortgages or Parcels. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, powers, or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment. No amendment to this Paragraph C of Article IX shall be effective.

D. DECLARANT'S AMENDMENT. The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

E. RECORDING. A copy of each amendment must be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy recorded in the Public Records of Santa Rosa County, Florida.

**ARTICLE X
BYLAWS**

The Bylaws of the Association may be altered, amended, rescinded in the manner provided in the Bylaws and the Declaration.

**ARTICLE XI
INCORPORATOR**

The name and address of the incorporator of the Association is: Harrell G. Downey, 5568 Woodbine Road, PMB 730, Pace, Florida 32571.

**ARTICLE XII
INDEMNIFICATION**

A. INDEMNITY. The Association shall indemnify any person who is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. EXPENSES. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph A above or in defense of any claim, issue or matter therein, that person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by that person.

C. ADVANCES. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon the receipt of an undertaking by or on behalf of the

affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XII.

D. MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. AMENDMENT. Notwithstanding anything herein to the contrary, the provisions of this Article XII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIII DISSOLUTION

Unless the Board of Directors determines that because of a conflict of interest or other substantial reason it should not make any recommendation, the Board of Directors must adopt a resolution recommending that the Association be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of Members entitled to vote, which may be either an annual or special meeting. Written notice stating that the purpose or one of the purposes, of such meeting is to consider the advisability of dissolving the corporation must be given to each Member as of thirty days prior to the date of transmitting such notice to those entitled to vote at such meeting. This notice shall be sent at least ten (10) days and not more than sixty (60) days before the date named for the meeting to each Member by United States mail, to the Owner's address appearing on the books of the Association. A resolution to dissolve the corporation shall be adopted upon receiving 80% of the votes which Members present at such meeting or represented by proxy are entitled to cast. At any time after dissolution is authorized, the corporation may dissolve by delivering to the Department of State articles of dissolution for filing.

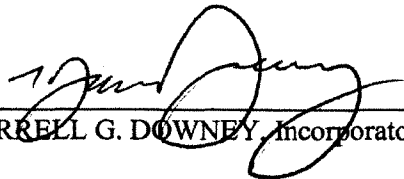
ARTICLE XIV INITIAL REGISTERED OFFICE AND AGENT AND CORPORATE OFFICE

The street address of the initial registered office of the Association is: 350 W. Cedar Street, Suite 100, Pensacola, Florida 32502.

The name of the initial registered agent of the Association at said address is Jessica L. Scholl.

The address of the principal corporate office of the Association is: 5568 Woodbine Road, PMB 730, Pace, Florida 32571.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 15 day of September, 2022.


HARRELL G. DOWNEY, Incorporator

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of September, 2022, by Harrell G. Downey, who is personally known to me or produced W/A as identification.

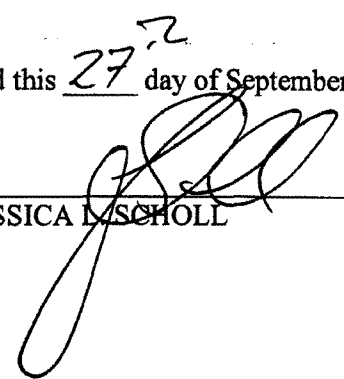



NOTARY PUBLIC
My Commission Expires: _____

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

I, Jessica L. Scholl, accept the appointment as registered agent for SCARLETT'S WAY HOMEOWNERS ASSOCIATION, INC., as set forth in its Articles of Incorporation being filed simultaneously herewith.

IN WITNESS WHEREOF, I have signed this 27th day of September, 2022.



JESSICA L. SCHOLL

Exhibit "C"

**Bylaws
Scarlett's Way Homeowners Association, Inc.**

**ARTICLE I
Name**

The name of this corporation is SCARLETT'S WAY HOMEOWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II
Definitions**

The terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Scarlett's Way, as recorded in the public records of Santa Rosa County, Florida, and in the Articles of Incorporation of SCARLETT'S WAY HOMEOWNERS ASSOCIATION, INC. unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

**ARTICLE III
Meetings of Members**

Section 1. Place of Meetings. Meetings of the Members must be held at such place within Santa Rosa County, Florida as the Board of Directors or Members may from time to time select.

Section 2. Annual Meeting. An annual meeting of the Members must be held in December of each year at such designated time and place as the Board of Directors may choose. Members shall elect a Board of Directors and transact other business. If an annual meeting has not been called and held within six months after the time designated for it, any Member may call it.

Section 3. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by the holders of one-fourth or more of the voting interests. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

Section 4. Notice of Meetings. Notice of all membership meetings of the Association must be mailed, delivered, or electronically transmitted to the Members not less than fourteen days prior to the meeting, and an affidavit executed by the person provided in the notice must be filed with the records of the Association as evidence that the notice was given as required. The notice for a membership meeting, whether annual or special, must contain the date, time, and place at which the meeting will be held. If the meeting is a special meeting, the notice must include a description of the purpose or purposes for which the meeting has been called. The notice of the meeting must be

electronically transmitted or mailed with postage paid to the address of each Member shown in the Association's records, and the notice is effective when mailed. Notice must also be posted in a conspicuous place in the community at least 48 hours in advance of a meeting.

Section 5. Waiver of Notice. A Member, either before or after a Members' meeting, may waive notice of the meeting in writing. Neither the affairs transacted nor the purpose of the meeting need be specified in the waiver. Attendance at a Members' meeting, either in person or by proxy of a person entitled to notice, shall constitute a waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs

Section 6. Voting Rights. Subject to the provisions of the laws of the State of Florida and to the Articles of Incorporation, each Member shall be entitled at each Members meeting to one vote per Parcel owned.

Section 7. Proxies. A Member entitled to vote may vote in person or by a proxy executed in writing by the Member or his attorney in fact. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy and filed with the Secretary. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executed it. If the proxy form expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 8. Quorum. The presence in person or by proxy at a meeting of Members entitled to cast twenty percent (20%) of the votes of the membership shall constitute a quorum at Members' meetings for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. At a duly organized meeting, Members present can continue to do business until adjournment even though enough Members withdraw to leave less than a quorum. Decisions that require a vote of the Members must be made by the concurrence of at least two-thirds majority of voting interests present, in person or by proxy, at a meeting at which a quorum has been attained, except for a vote for election to the Board of Directors.

Section 9. Adjournments. Any meeting of Members may be adjourned. Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place in compliance with Article III, Section 4 except that such notice must be given to new Members as of the new record date who were not Members as of the previous record date. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 10. Informal Action by Members. Any action that may be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action, shall be signed by the holders of not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and filed with the Secretary of the Association, except the election of the Board of Directors must be held at an annual meeting. Within ten days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing to such action taken. The notice must fairly summarize the material features of the authorized action.

Section 11. Voting Lists. The Secretary of the Association shall make, at least ten days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment. Such list shall be kept on file at the registered office of the Association, for a period of ten days prior to such meeting, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting.

ARTICLE IV Board of Directors

Section 1. Number, Qualification and Term. The business and affairs of the Association shall be managed by a Board of three Directors, who need not be Members of the Association. Each Director, except one appointed to fill a vacancy, shall serve a one-year term or until a successor elected. The number of Directors must be no fewer than three after turnover, at which time Directors must be Members.

Section 2. Certification. Within 90 days after being elected or appointed to the Board of Directors, each Director shall submit written certification to the Association's Secretary that: (i) the Director has read the governing documents of the Association, including, but not limited to, all current rules and policies; (ii) that the Director will work to uphold such documents, rules and policies to the best of the Director's ability; and (iii) that the Director will faithfully discharge the Director's fiduciary responsibility to the Association and the Members. In lieu of the written certification, each Director may complete the curriculum administered by an education provider approved by the Florida Department of Business and Professional Regulation within one year before or ninety days after the date of election or appointment. This certification is valid for the uninterrupted tenure of the Director on the Board, and any Director who does not comply with the requirement shall be suspended from the Board until this requirement is met, with it being the option of the Board to temporarily fill the vacancy of the Director during the period of suspension.

Section 3. Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of Directors shall be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall hold office until the election of Directors at the end of the term. This provision shall not apply to any vacancy occurring as a result of removal.

Section 4. Compensation. Directors shall not receive a salary for their services.

Section 5. Removal.

(a) Any Director may be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the membership in accordance with Section 720.303, Florida Statutes as it may be amended from time to time. The notice of a meeting of the Members to recall a Director shall state the specific Director(s) sought to be removed. A proposed removal of a Director at a meeting shall require a separate vote for each Director sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. If removal is effected at a meeting, any vacancies created thereby shall be filled by the Members at the same meeting. Any Director who is removed from the Board shall not be eligible to stand for reelection until the next annual meeting of the Members. Any Director removed from office shall turn over to the Board of Directors within 72 hours any and all records of the Association in the Director's possession.

(b) A Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be immediately removed from office. The Board shall fill the Director's vacancy in accordance with these Bylaws until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. If the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of the term of office.

Section 6. Place of Meetings. The Board of Directors must hold annual or special meetings in Santa Rosa County at a place that a majority of Directors may by resolution choose.

Section 7. Annual Meeting. The Board of Directors shall meet each year immediately after the annual meeting of the Members at the place that meeting has been held to elect officers and consider other business. Special meetings of the Board of Directors may be called by the the President or a majority of the Board of Directors.

Section 8. Notice of Meetings. All meetings of the Board of Directors must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed, electronically delivered, or delivered to each Member at least seven (7) days before the meeting, except as may otherwise be required by Florida law an in an emergency.

Section 9. Waiver of Notice. A Director may waive in writing notice of a special meeting or annual meeting of the board either before or after the meeting, and his waiver

shall be deemed the equivalent of giving notice. Attendance of a Director at any meeting constitutes waiver of notice of that meeting, unless the Director attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

Section 10. Quorum. Unless otherwise provided for in the Articles of Incorporation, at any meeting of the Board of Directors a majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors in attendance shall be the acts of the Board. Directors shall be deemed present at any meeting if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

ARTICLE V Nomination and Election of Directors

Section 1. Nomination. After turnover, nomination for election to the Board must be made by a Nominating Committee appointed by the Board of Directors with a Board member acting as Chair and with two or more Members of the Association. The Nominating Committee must be appointed by the Board prior to each annual meeting of the Members. Nominations must be from among Members. A Member may nominate him or herself as a candidate by notifying the Nominating Committee 20 days in advance of the annual meeting. An election is not required unless more candidates are nominated than vacancies exist.

Section 2. Election. Members may vote in person or by proxy. Proxy voting must comply with the requirements in Chapter 720, Florida Statutes. The persons receiving the largest number of votes shall be elected (that is, the Board of Directors must be elected by a plurality of the votes cast by eligible voters). Cumulative voting is prohibited. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

ARTICLE VI Powers and Duties of Board of Directors

Section 1. Powers. The Board of Directors has the following powers:

(a) To own, operate, maintain, preserve, or replace, and to provide architectural control over the Property, including the Common Area, and to those properties that may be annexed to the Property from time to time pursuant to the Declaration; and

(b) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain, and replace, lease, transfer, and otherwise dispose of, real property, buildings, improvements, fixtures, and personal property in connection with the business and affairs of the Association; and

(c) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the consent of a majority of the Members to such dedication, sale, or transfer, in writing or by vote at a duly called meeting of the Association, or without the prior written consent of Declarant so long as Declarant owns at least one Parcel; and

(d) To establish, levy, collect, and enforce payment of, all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Association, and to use the proceeds thereof in the exercise of its powers and duties; and

(e) To pay all expenses in connection with, and incident to, the conduct of the business and affairs of the Association; and

(f) To borrow money and to pledge, mortgage, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

(g) To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

(h) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

(i) To grant easements on or through the Common Area or any portion of the Property; and

(j) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and

(k) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions, or agreements to effectuate the purposes for which the Association is organized; and

(l) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, trash removal and other utilities or services; and

(m) To purchase insurance upon the Property or any part of the Property and insurance for the protection of the Association, its Officers, its Directors, and the Owners; and

(n) To employ personnel to perform the services required for the proper operation of the Association; and

(o) To levy reasonable fines, not to exceed \$100.00 per violation, against any Member or any tenant, guest, or invitee. Such fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the board who are not Officers, Directors, or employees of the association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed; and

(p) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by these Bylaws, or the Articles of Incorporation, and which are not reserved to the membership by other provisions of these Bylaws, or the Articles of Incorporation.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth of the owners; and

(b) Supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed; and

(c) With respect to assessments, to mail written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of its due date; and

(d) Issue, or to cause an appropriate office to issue, upon demand by any person, a sealed certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates pursuant to Chapter 720 of the Florida Statutes, as it may be amended from time to time. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; and

(e) Procure and maintain adequate liability on property owned by the Association if the Directors, in their discretion, deem such insurance necessary; and

(f) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Area to be improved, repaired and maintained.

Section 3. Delegation. The Board of Directors shall have the authority to delegate and constitute committees for purposes beneficial to the advancement of the interests of the Association.

ARTICLE VII
Officers, Agents, and Employees

Section 1. Officers. The executive Officers of the Association shall be chosen by the Board of Directors and shall consist of a President, Vice-President, Secretary, and Treasurer. Other Officers, assistant officers, agents, or employees that the Board of Directors from time to time may deem necessary may be elected by the Board or be appointed in a manner prescribed. Any two or more offices may be held by the same person if allowed by law. Officers shall hold office until their successors are chosen and have qualified, unless they are sooner removed from office as provided in these Bylaws.

Section 2. Vacancies. When a vacancy occurs in one of the executive offices by death, resignation, or otherwise, the vacancy must be filled by the Board of Directors. The Officer so selected shall hold office until his successor is chosen and qualified.

Section 3. Removal of Officers and Agents.

(a) An Officer or agent of the Association may be removed by a unanimous vote of the Board of Directors, whenever in their judgment the best interests of the Association will be served by the removal. The removal shall be without prejudice to the contract rights, if any, of the persons so removed. A Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be immediately removed from office. The Board shall fill the Director's vacancy in accordance with these Bylaws until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. If the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office.

(b) An Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be immediately removed from office. The Board shall fill the Officer's vacancy in accordance with these Bylaws until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. If the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office.

Section 4. President: Powers and Duties. The President is the chief executive officer of the Association and shall have general supervision of the business of the Association. The President shall preside at all meetings of Members and Directors and discharge the duties of a presiding Officer, present at each annual meeting of the Members a report of the business of the Association for the preceding fiscal year, and perform whatever other duties the Board of Directors may from time to time prescribe.

Section 5. Vice-President: Powers and Duties. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice-President shall also perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

Section 6. Secretary: Powers and Duties. The Secretary shall attend all meetings of the Directors and of the Members and shall keep or cause to be kept a true and complete record of the proceedings of those meetings. The Secretary shall keep the corporate seal of the Association, if one, and when directed by the Board of Directors affix it to any instrument requiring it. The Secretary shall give, or cause to be given, notice of all meetings to the Directors or to the Members and shall perform whatever additional duties the Board of Directors and the President may from time to time prescribe.

Section 7. Treasurer: Powers and Duties. The Treasurer shall have custody of corporate funds and securities. The Treasurer shall keep full and accurate accounts of receipts and disbursements and shall deposit all corporate monies and other valuable effects in the name and to the credit of the Association in a depository or depositories designated by the Board of Directors. The Treasurer shall disburse the funds of the Association and shall render to the President or the Board of Directors, whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the Association.

Section 8. Delegation of Duties. Whenever an Officer is absent or whenever for any reason the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other Officer or Officers or to any Director or Directors.

ARTICLE VIII

Special Corporate Acts

Section 1. Execution of Written Instrument. Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Association, promissory notes, deeds, mortgages, assignments, satisfactions, and other evidences of indebtedness of the Association, and other corporate instruments or documents, shall be executed, signed, or endorsed by the President or any Vice President or chief executive officer and sealed with the common or corporate seal of the Association.

Section 2. Signing of Checks and Notes. Checks, notes, drafts, and demands for money shall be signed by the Officer or Officers from time to time designated by the Board of Directors.

ARTICLE IX

Amendments

The Bylaws may be amended at a regular or special meeting of the Members, by a majority vote of the Members present in person or by proxy at a duly called meeting at which a quorum is present in person or by proxy.

ARTICLE X

Assessments and Budget

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by

a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due are considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment will bear interest from the date of delinquency at the highest legal rate together with costs and reasonable attorneys' fees. The Association may levy a \$25.00 late fee. The Association or an Owner (on behalf of the Association) may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property. If the party initiating such action prevails, the party shall be entitled to recover reasonable legal fees and costs from the defendant and any such amounts so awarded shall be added to the amount of such assessment. No Owner may waive or otherwise avoid liability for the assessments provided for herein by virtue of non-use of the Common Areas or abandonment of the Owner's Parcel.

Section 2. Budget. The Board of Directors shall prepare a budget for each fiscal year pursuant to the requirements in the Declaration for Scarlett's Way. The initial assessment is \$250.00 with a portion to be designated for reserves for the improvement, maintenance, repair or reconstruction of the Common Area.

ARTICLE XI

Loans

No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

ARTICLE XII

Official Records

Section 1. Official Records. This Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.

(c) A copy of the Articles of Incorporation of the Association and of each amendment to the Articles.

(d) A copy of the Declaration of Covenants and a copy of each amendment to the Declaration.

(e) A copy of the current rules of the homeowners' association.

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven years.

(g) A current roster of all members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the Association's insurance policies or a copy, which policies must be retained for at least seven years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year.

(j) The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven years. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the association.
4. Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in Section 720.401, Florida Statutes, as it may be amended from time to time.

(l) All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

Section 2. Members' Inspection Rights. The official records shall be maintained within the state for at least 7 years and shall be made available to an Owner for inspection or photocopying within 45 miles of the community or within the county in which the association is located within 10 business days after receipt by the Board or its designee of a written request. A copy of the official records may be made available for inspection or copying in the community or, at the option of the Association, by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association allows a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Member or his or her authorized representative with a copy of such records. The Association cannot charge a fee to a member or his or her authorized representative for the use of a portable device.

Section 3. Financial Information. Not later than ninety (90) days after the close of each fiscal year, this Association shall prepare an annual financial report showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, and a statement of sources and uses of funds prepared pursuant to the requirements of Section 720.303, Florida Statutes, as it may be amended from time to time.

**ARTICLE XIII
Conflict**

In the case of any conflict between the Articles and these Bylaws, the Articles control. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

DATED this 15 day of Sept, 2022.

WITNESSES:

Janet Fowler
Print Janet Fowler

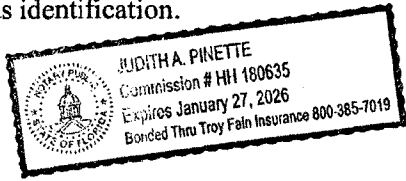
Judith A. Pinette
Print Judith A. Pinette

SCARLETT'S WAY HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
HARRELL G. DOWNEY, Its President

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of September, 2022, by Harrell G. Downey as President of Scarlett's Way Homeowners Association, Inc., a Florida Non-Profit Corporation, who is personally known to me or produced N/A as identification.



Judith A. Pinette
NOTARY PUBLIC
My Commission Expires _____