File # 201940036 OR BK 3867 Pages 1970 RECORDED 09/09/19 at 03:42 PM Donald C. Spencer, Clerk Santa Rosa County, Florida DEPUTY CLERK ROB Trans #854909

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
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501 Commendencia Street
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STATE OF FLORIDA
COUNTY OF SANTA ROSA

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF KATIE RIDGE

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, 2019 by BRELAND HOMES COASTAL, LLC, a Delaware limited liability company ("Declarant"), whose address is 2101 Clinton Avenue W., Suite 201, Huntsville, Alabama 35805.

WITNESSETH:

WHEREAS, on September 9, 2019 Declarant recorded in Plat Book 12, Page 95 of the Public Records of Santa Rosa County, Florida, a subdivision plat for Katie Ridge subdivision (the "Plat") pertaining to certain real property owned by Declarant in Santa Rosa County, Florida, as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Land (hereinafter defined) shall be held, sold and conveyed 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 Land and be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the Declarant, the Association and each Owner of any Lot.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Lots and the Common Area 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.

1.02 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.

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

(a) "Architectural Review Committee" shall refer to and mean the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.

(b) "Articles of Incorporation" shall mean the Articles of Incorporation of Katie Ridge Owners 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 the initial Articles of Incorporation is attached hereto as Exhibit "B".

(c) "Association" shall mean Katie Ridge Owners Association, Inc., a Florida non-profit corporation.

(d) "Board" or "Board of Directors" shall refer to the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.

(e) "Builder" means any commercial home builder or contractor who is in the business of constructing houses to sell to owner-occupants.

(f) "Bylaws" shall mean the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time. A copy of the initial Bylaws is attached hereto as Exhibit "C".

(g) "Common Area" shall mean Parcel "A" (Lift Station), Parcel "B" (Subdivision Sign), Parcel "C" (Public Retention Area), and Parcel "D" (Public Retention Area) as shown on the Plat, and all other land, if any, within the Subdivision which is designated or dedicated for use or maintenance by the Association or its members, in all cases regardless of whether title thereto has been conveyed to the Association.

(h) "Land" shall mean all of land described in Exhibit "A" attached hereto and incorporated herein by reference, including the Lots and the Common Area, collectively.

(i) "Declarant" shall mean Breland Homes Coastal, LLC, a Delaware limited liability company, its successors and assigns which expressly are assigned the Declarant's rights, and assume the Declarant's obligations, as "Declarant" hereunder.

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(j) "House" or "Home" shall mean and refer to any single family residential dwelling unit situated upon a Lot.

(k) "Lot" shall mean and refer to any numbered lot shown on the Plat.

(l) "Member" shall mean and refer to every person or entity who is a member of the Association.

(m) "Owner" shall mean and refer to 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.

(n) "Plat" means that certain recorded plat of the Subdivision referenced in the recital hereinabove.

(o) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

(p) "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.

(q) "Stormwater Management Facility" shall mean, collectively, the lands designated on the Plat as public or private drainage easements or public retention areas.

(r) "Subdivision" shall mean Katie Ridge, being the subdivision as shown on the Plat.

(s) "Turnover" shall mean the time that the Class B membership ceases and is converted to Class A membership pursuant to Article V of the Articles of Incorporation.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

ARTICLE TWO
COMMON AREA

2.01 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 and all improvements

thereon, 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 (except the lift station on Parcel "A" and the subdivision sign on Parcel "B") and any activities that alter the nature of the Common Area shall require the prior approval of the Members. 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.

2.02 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 for its intended purpose, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 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. This restrictive covenant shall run with each Lot and shall exist for the benefit of, and shall be binding upon, the Owners and their respective heirs, successors and assigns.

2.04 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 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.

2.05 Easements and Buffer Strips.

(a) Easements and Buffer Strips. All public areas, easements, buffer and landscape buffer strips, if any, shown on the Plat are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements, buffer and landscape buffer strips.

(b) 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 for their respective intended purposes, 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.

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(c) NO FENCES SHALL BE CONSTRUCTED IN THE DRAINAGE EASEMENTS, AND SUCH EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES. NO STRUCTURES SHALL BE LOCATED WITHIN DRAINAGE EASEMENTS OR PUBLIC AREAS THAT MAY PROHIBIT OR RESTRICT THE FLOW OF STORMWATER.

(d) THERE IS A 5' PRIVATE DRAINAGE EASEMENT ON EACH LOT ALONG ALL COMMON LOT LINES. HOMEBUILDER IS TO CONSTRUCT DRAINAGE SWALES AS REQUIRED ALONG THESE EASEMENTS TO DIRECT STORMWATER TO CONVEYANCE SYSTEM AND NOT ACROSS NEIGHBORING LINES. FENCES AND ANY OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.

2.06 Control of Common Area. The Association may, upon approval 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 property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 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 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.

2.08 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 foregoing property. 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, or utility line or facility, 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.

2.09 Right to Transfer. The Association shall have the right to dedicate 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 dedications or transfers

shall be effective unless an instrument signed by the Members entitled to cast sixty seven percent (67%) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than (30) days and no more than sixty (60) in advance of such dedication or transfer.

Notwithstanding the foregoing provisions of this Section 2.09 or any other provisions of this Declaration, Declarant specifically reserves and retains the rights to transfer and convey to Santa Rosa County, a political subdivision of the State of Florida, or to any other appropriate entity which complies with Rule 62-330.310, F.A.C., and NWFWMD Applicant's Handbook Volume 1, Section 12.3, as approved by NWFWMD (defined below), the Stormwater Management Facility and any other stormwater management system on the Common Area of the Subdivision, upon such terms and for such consideration as the Declarant deems advisable in its sole and absolute discretion, without the vote, approval, consent or joinder of the Association or the directors or members of the Association.

Further, notwithstanding the foregoing provisions of this Section 2.09 or any other provisions of this Declaration, Declarant specifically reserves and retains the rights to dedicate, transfer and/or convey Parcel "A" (Lift Station) to any public agency, authority or utility as the Declarant deems advisable in its sole and absolute discretion, without the vote, approval, consent or joinder of the Association or the directors or members of the Association.

2.10 Suspension from Common Area. In accordance with Chapter 720, Florida Statutes, the Association shall have the right to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities, if any, situated upon the Common Area for any period during which any assessment against an Owner's Lot remains unpaid or any violation of the provisions of this Declaration remain uncured by the Owner, but in no event shall the suspension of voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Area exceed sixty (60) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.

ARTICLE THREE
ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

3.01 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.

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

3.03 Voting. Voting by Owners shall be in accordance with the Articles of Incorporation and the Bylaws.

3.04 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.

3.05 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.

3.06 Delegation of Management Duties. The Association, through its Board of Directors and in accordance with the authority granted to the Board in the Bylaws, may, but shall not be obligated to, contract for the management and maintenance of the Common Area with a licensed manager or a management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Area with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in Chapter 720, Florida Statutes, as amended from time to time.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot, regardless of how his or her title has been acquired, upon 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 $25 or 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, and reasonable attorneys' fees, shall also be the personal obligation of the person

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who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title.

4.02 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, excluding, however, the Stormwater Management Facility and any drainage facilities and holding and retention ponds, if any, conveyed to and accepted by any public or quasi-public entity in accordance with this Declaration) 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.

4.03 Annual Assessments. To provide the total sum necessary for the insurance, Reserve Account and improvements within the Subdivision, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association equal to one-sixty-fifth (1/65) of such total amount. The amount of assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any 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; provided, however, that the total of all such special assessments for any given calendar year shall not exceed $500 per Lot, unless such special assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in 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.

4.05 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to a particular Lot upon conveyance of the Lot to any Owner who is not Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and one-fourth ($1/4^{th}$) of any annual maintenance or other special assessment shall be due each calendar quarter. Within thirty (30) days after a written request, the Association shall, for a reasonable charge as established by the Board of Directors, furnish a certificate signed by

an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.06 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 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, 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 thirty (30) days of the applicable due date. Prior to such suspension, any Owners will be given 14 days' notice of the suspension and an opportunity for hearing, if required, pursuant to Florida law.

4.07 Subordination of the Lien to Mortgages. All sums assessed by the Association for common charges applicable to any Lot remaining unpaid will constitute a lien on the Lot prior to all other liens except, subject to Section 4.08 below, any amounts unpaid under first mortgages and trust deed instruments duly recorded in the public records prior to the Association's recording of a claim of lien in the public records. The lien of the Association is perfected upon recording a claim of lien in the Public Records of Santa Rosa County, Florida, stating the description of the Lot, the name of the record owner, the name and address of the Association, the assessment amounts due and the due dates.

4.08 Acquisition of Lot at Foreclosure or Other Sale; Effect.

(a) An Owner, regardless of how his or her title to a Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments, including any Governmental Assessment, which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous owner for all unpaid assessments, including any Governmental Assessment, that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner.

(b) Notwithstanding any contrary provision in Section 4.07 or Section 4.08(a) above, a first mortgagee, or its successor or assignees as a subsequent holder of a first mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure shall be liable for payment of the unpaid assessments that became due before the mortgagee's acquisition of title, up to, but not exceeding, the lesser of:

1. The Lot's unpaid common expenses and regular periodic or special assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

2. One percent (1%) of the original mortgage debt.

The limitations set forth in subparagraphs 1 and 2 of this paragraph (b) shall apply only if the first mortgagee joined the Association as a defendant in the foreclosure action; otherwise, a first mortgagee's liability for unpaid assessments that became due before the mortgagee's acquisition of title shall not be limited by said subparagraphs 1 and 2. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

4.09 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE
MAINTENANCE AND REPAIR

5.01 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. The Association shall not be liable for injury or damage to person or property: (x) caused by the elements or by an Owner or any other person; (y) resulting from rain or other surface water which may leak or flow from any portion of the Common Area; or (z) caused by 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, becoming out of repair. Each Lot Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time,

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including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Lot Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally 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 as a consequence of the negligence, recklessness or willful misconduct of such person. 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

6.01 Submission of Plans and Specifications. No House, 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 showing the nature, kind, shape, height, materials, and location of the same shall have been submitted by a Lot Owner to and approved in writing as in harmony with this Declaration and the external design and location of the surrounding structures and topography by the Architectural Review Committee. Two (2) copies of the final building or construction plans, specifications, and plot plat showing the location of each building, structure, or improvement (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, a Lot Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration and of external design with the existing or planned structures in the Subdivision and as to location of the building, structure, or improvement with respect to topography and finished ground elevation. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision.

6.02 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 Lot Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 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 insure 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 6.03, 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).

6.04 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.

6.05 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

7.01 Residential Use. All Lots within the Subdivision shall be used, known and described only as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family residential dwelling and, if any, customary and usual accessory structures. No building or structure intended for or adapted to business purposes, shall be erected, placed permitted or maintained. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Subdivision. Notwithstanding the foregoing, Declarant, in its discretion, may allow one or more homebuilders to build, own and operate model homes in the Subdivision.

7.02 General Restrictions. Each Lot shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

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a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lots shall as the Architectural Review Committee may approve. All dwellings are approved for either a front and/or side entry garage.

b. All dwellings and accessory structure shall be erected and maintained behind the building setback lines shown or described on the Plat, or as otherwise approved by the Architectural Review Committee.

c. No building or accessory structure shall be erected or maintained nearer to the front, rear, or side line of any Lot than is permitted by the building setbacks shown or described on the Plat, which setbacks are hereby incorporated herein by reference. Notwithstanding the foregoing or any other provision of this Declaration, no dwelling or accessory structure shall be erected or maintained nearer to the front, rear, or side line of any Lot than is permitted by Santa Rosa County.

d. The floor area (that enclosed for heating and /or air conditioning) of any living unit shall be not less the 1400 square feet.

e. All dwellings shall be constructed of approved material including stucco, brick, hardy board, dimensional shingles, vinyl windows, vinyl fascia, vinyl soffit, vinyl porch ceilings, vinyl chimneys, and fiberglass doors, or such other materials as may be approved by the Architectural Review Committee. In no event shall any used building be moved onto any Lot.

f. No dwelling, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan showing the proposed location of the same have been approved by the Declarant, or a representative designated by it. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs shall be of architectural shingles.

g. Where a wall, fence, planter, hedge or other screening material is approved by the Architectural Review Committee, or a representative designated by it, the following shall apply. No wall, fence, planter, hedge or other screening material in excess of 2 ½' high shall be erected or maintained nearer to the front Lot line than the front building setback line, nor on the corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No rear or side fence, wall, hedge or other screening material shall be more than six (6') feet high. All fences shall be limited to rear yards only and constructed of wood.

h. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other that

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one (1) detached single-family residence per Lot, which residence may not exceed 2 ½ stories in height, and a private garage as provided below.

i. Each living unit may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

j. None of the Lots shall be subdivided into smaller Lots.

k. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose nor allowed to roam freely throughout the subdivision.

l. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

m. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed six (6) square feet in size; provided that during construction a home builder may, with Declarant's prior written consent, erect and maintain reasonable promotional signage. Further, Declarant, may, in its discretion, allow one or more home builders to erect and maintain reasonable promotional signage at or near the entrance of the Subdivision.

n. Satellite dishes shall be installed in the rear only and any television dishes that are larger than 18 inches in diameter must not exceed fence height and shall be screened from street view.

o. The garage door of any house or residence within the Subdivision may be front or side entry.

p. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause this maintenance to be done at the expense of the property owner.

q. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

r. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts are permitted upon any Lot.

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s. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon the Lot until the Owner is ready to commence improvement.

t. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or completely screened behind a six foot wooden privacy fence.

u. All houses and structures permitted shall be completed within twelve (12) months from date of commencement of construction and all temporary structures shall be removed unless otherwise extended by the Architectural Review Committee. No structure shall be occupied unless and until the premises are connected in a proper way with the public sewage system.

v. Storage of commercial transport or delivery vehicles including, but not limited to, tractor trailers and heavy equipment are strictly prohibited. No vehicle of any size which transports inflammatory or explosive cargo may be kept, parked or stored.

w. Mailboxes shall be uniform style, or as approved by the Architectural Review Committee.

x. Each Lot on which a living unit is constructed shall have landscaping done in accordance with preliminary drawings to be approved by the Architectural Review Committee prior to beginning work. Landscaping of a Lot shall be completed within ninety (90) days after the date on which the living unit is substantially complete and a certificate of occupancy is issued. Lot owners shall preserve, keep and maintain the landscaping, including all sodded areas, in a healthy and attractive condition.

y. Each Lot owner shall mow and maintain the landscaping and vegetation on his Lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) day's prior written notices an owner shall fail to (1) control weeds, grass and /or other unsightly growth; (2) remove trash, rubble, building and construction debris; or (3) exercise reasonable care of conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lots for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot owner a reasonable fee for mowing and cleaning said Lot on each respective occasion of such mowing and cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lots at the time when the

assessments occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

aa. Each owner of any Lot or living unit shall have the duty and responsibility to keep his/her property including House and grounds in connection therewith and including any landscaped area located within the public street or right-of-way immediately adjacent to such property in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

i. Keeping all improvements, parking areas, driveways and roads in good repair.

ii. Repainting of Houses, where applicable.

iii. Repair of exterior damage to Houses.

iv. Keeping exterior lighting and mechanical facilities in good working order

v. Keeping all lawn, garden and green areas alive and attractive; properly mowed, trimmed, watered and fertilized; and free of weeds and vegetation destroying insects.

bb. All driveways shall be entirely of concrete and shall be paved before any living unit may be occupied.

cc. No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any living unit.

dd. On street parking is restricted to approved deliveries, pick-up or short-time guest and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Association. No overnight parking on streets is permitted.

ee. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of the Association. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals) from view from neighboring property, living units, pathways, and streets. This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, mobile homes, and unmounted pick-up camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition, or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Association.

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ff. No owner shall permit anything or condition to exist upon any Lot, which shall induce, breed, or harbor plant disease or noxious insects.

gg. A minimum roof pitch of 6/12 (6" rise per foot of run) shall be required on one story homes (excluding porches, patios and breezeways) and minimum roof pitch of 6/12 (6" rise per foot of run) shall be required on two story houses (excluding porches, patios, and breezeways) unless otherwise approved by the Architectural Review Committee.

7.03 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.

ARTICLE EIGHT
ENFORCEMENT; DURATION; AMENDMENT

8.01 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.

8.02 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.

8.03 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 or entity, 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.

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8.04 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 twenty-five (25) 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 seventy percent (70%) 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.

8.05 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.

8.06 Amendments. This Declaration may be amended by vote of the Members having seventy-five percent (75%) of the voting interests in the Association, or by a written interest signed by the same percentage of Members. The 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 flied 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 his mortgagee.

8.07 Fines. Failure by an Owner, or by an Owner's tenant, guest or invitee, to comply with the terms of this Declaration, the Bylaws or with any rules and/or regulations as reasonably imposed by the Association shall result in a fine payable to the Association by the Owner of said Lot in an amount not to exceed $100.00 per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violations at least fifteen (15) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three (3) Members of the Association appointed by the Board of Directors, 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 does not approve the proposed fine or suspension by majority vote, it may not be imposed. If the committee does approve the proposed fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner, and, if applicable, to any tenant, licensee, or invitee of the Owner. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This provision shall not apply to a violation which consists only of an Owner's failure to pay assessments when due.

ARTICLE NINE
RESERVED DECLARANT RIGHTS

9.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

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(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.

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

9.02 Right to Add Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any real property adjacent to the Subdivision (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 added. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until Turnover. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be added. Declarant's option to add any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be added 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 (except for the consent rights granted in Section 9.05). Notwithstanding anything contained in this Section to the contrary, no Additional Property shall be subject to this Declaration unless and until Declarant executes and records in the amendment to this Declaration affirmatively exercising Declarant's rights hereunder in the office in which this Declaration is recorded.

9.03 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 Lot Owner or any mortgagee of any Lot Owner.

9.04 Insurance on Common Area. 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. Accordingly, 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.

9.05 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available 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 policies required hereunder shall be in effect at all times.

9.06 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at

any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

9.07 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction, or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be diligently and continuously pursued until full completion, but in no event shall completion of such repairs take longer than two hundred seventy (270) days from the date of such damage or destruction. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction. Upon demolition of all improvements on the Lot, the Owner shall ensure that the Lot does not become overgrown with weeds or other nuisance vegetation (as reasonably determined by the Association), shall maintain the Lot free and clear of all debris, and shall maintain the Lot in accordance with any written guidelines for the Subdivision established by the Architectural Review Committee.

9.08 Turnover. All rights of Declarant under this Article 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 TEN
MISCELLANEOUS

10.01 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.

10.02 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.

10.03 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.

10.04 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.

10.05 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.

10.06 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 Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.07 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.

10.08 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 and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles 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.

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

DECLARANT:

BRELAND HOMES COASTAL, LLC,
a Delaware limited liability company

Witness: _____
Print Name: CHAD B. PULLIAM

By: _____
Louis W. Breland, its Manager

Witness: _____
Print Name: WESLEY T. ALFORD

STATE OF ALABAMA
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 15 day of July, 2019, by Louis W. Breland, as Manager of Breland Homes Coastal, LLC, a Delaware limited liability company, on behalf of said company. Said person is personally known to me or produced a current Alabama driver's license as identification.

[SEAL]

LYNN BENEFIELD NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public Signature

Lynn Benefield
Notary Public Printed Name

My Commission Expires
March 26, 2023

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EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

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EXHIBIT "B"
ARTICLES OF INCORPORATION

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EXHIBIT "C"
BYLAWS

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ARTICLES OF INCORPORATION OF
KATIE RIDGE OWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT

The undersigned incorporators, by these articles, associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is **KATIE RIDGE OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association." The principal office of the Association shall be located at 2101 Clinton Avenue W., Suite 201, Huntsville, Alabama 35805, but meetings of the members and directors may be held at such places within the State of Florida, County of Santa Rosa, as may be designated by the Board of Directors. The Board of Directors may from time to time change the principal office of the Association to any other address in the State of Florida.

ARTICLE II - INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Association is 501 Commendencia Street, Pensacola, Florida 32502. The name of the initial registered agent of the Association at this address is John P. Daniel.

ARTICLE III - PURPOSES AND POWERS

The specific primary purpose for which the Association is organized is to create an entity which can provide for maintenance, preservation and architectural control of the residential lots and common areas within Katie Ridge Subdivision in Santa Rosa County, Florida (hereinafter referred to as the "Subdivision"), including that certain tract of real property described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference

TOGETHER WITH any and all other property added to the control of the Association by amendment to the Declaration of Conditions, Covenants and Restrictions (hereinafter referred to as the "Declaration") affecting the above-described property,

and to promote the health, safety and welfare of the residents within the Subdivision, and to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded in the Public Records of Santa Rosa County, Florida, as same may be amended from time to time as therein provided, with said Declaration being incorporated herein as if set forth at length;

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(b) Affix, levy, and collect all charges and assessments pursuant to the terms of the Declaration, and enforce payment thereof by any lawful means; and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) With the assent of two-thirds (2/3) of members, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the Common Area, roads or easements to any municipality, 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 unless an instrument has been signed by two-thirds (2/3) of each class of the total membership, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property and Common Area, provided that any merger, consolidation, or annexation shall have the consent of two-thirds (2/3) of each class of the total membership, except that until Turnover has occurred, the Declarant may annex additional property as provided in the Declaration;

(g) Have and exercise any and all powers, rights, and privileges that a corporation not for profit and homeowners association organized under Florida law may now or hereafter have or exercise by law.

ARTICLE IV – QUALIFICATION AND MANNER OF ADMISSION OF MEMBERS

Every person or entity who is a record owner of a Lot, either individually or jointly with others which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

A member, unless acting in the capacity of a duly elected officer of the Association, does not have the authority to act for the Association solely by virtue of being a member.

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ARTICLE V – VOTING RIGHTS/TRANSITION OF CONTROL

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person or entity holds an interest in a Lot, then the vote attributable to such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, which shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) Three (3) months after ninety percent (90%) of the Lots in all phases of the Subdivision that will ultimately be operated by the Association have been conveyed to members;

(ii) Such other percentage of the Lots has been conveyed to members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(iii) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents. There is a rebuttable presumption that the Declarant has abandoned and deserted the property if the Declarant has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than two (2) years;

(iv) Upon the Declarant filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(v) Upon the Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(vi) Upon a receiver for the Declarant being appointed by a Circuit Court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its members; or

(vii) Declarant records an instrument in the Public Records of Santa Rosa County, Florida terminating Class B membership.

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After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

ARTICLE VI – TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VII. INCORPORATOR

The name and address of the incorporator to these Articles is Breland Homes Coastal, LLC, a Delaware limited liability company, whose address is 2101 Clinton Avenue W., Suite 201, Huntsville, Alabama 35805.

ARTICLE VIII – BOARD OF DIRECTORS

The business affairs of the Association shall be managed by the Board of Directors of the Association, which shall initially consist of three (3) initial Directors. The number of Directors may be increased from time to time by Bylaws adopted by the members, but shall never be less than three (3) Directors, nor more than seven (7) Directors.

The members of the Board of Directors need not be members of the Association. The President of the Association shall at all times be a member of the Board of Directors. The specific method of election, term of office, removal and filling of vacancies with respect to the Board of Directors shall be set forth in the Bylaws. The Declarant shall be entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Subdivision. Members other than the Declarant are entitled to elect at least one (1) member of the Board of Directors of the Association if fifty percent (50%) of the Lots in all phases of the Subdivision which will ultimately be operated by the Association have been conveyed to Members.

The names and mailing addresses of the persons who are to serve as the initial Board of Directors of this corporation are as follows

Name	Address
Louis W. Breland	2101 Clinton Avenue W., Suite 201 Huntsville, Alabama 35805
Wes Alford	2101 Clinton Avenue W., Suite 201 Huntsville, Alabama 35805
Todd McCrory	2101 Clinton Avenue W., Suite 201 Huntsville, Alabama 35805

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ARTICLE IX – OFFICERS

The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Vice-President and Secretary/Treasurer, and such other officers as the Board of Directors may from time to time create.

The initial officers shall be elected at the first full meeting of the Board of Directors. Thereafter the officers shall be selected at the annual meeting of the Board of Directors as provided in the Bylaws and each shall hold office until he shall sooner resign or shall be removed or otherwise disqualified to serve. Officers shall serve at the pleasure of the Directors.

ARTICLE X - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such public agency refuses to accept such distribution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

ARTICLE XI – AMENDMENTS

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the total members at a special meeting of the membership called for that purpose.

Amendments may also be made at a regular meeting of the membership by a two-thirds (2/3) vote of the total members upon notice given, as provided by the Bylaws, of intention to submit such amendments. However, no amendment shall be effective without the written consent of the Declarant until Turnover has occurred in accordance with these Articles.

ARTICLE XII – DEFINITIONS

The terms used herein shall have the same definition as set forth in the Declaration and the Bylaws.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on July 15, 2019.

BRELAND HOMES COASTAL, LLC
a Delaware limited liability company

By: _____
Louis W. Breland, its Manager

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STATE OF Alabama

COUNTY OF Madison

The foregoing instrument was acknowledged before me this 15 day of July, 2019 by Louis W. Breland, as Manager of Breland Homes Coastal, LLC, a Delaware limited liability company, on behalf of said company. Said person personally known to me or produced a current Alabama driver's license as identification.

Lynn Benefield

NOTARY PUBLIC

Typed Name: Lynn Benefield

My Commission No.:

My Commission Expires: ~~My Commission Expires~~ March 26, 2023

LYNN BENEFIELD NOTARY PUBLIC ALABAMA STATE AT LARGE

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REGISTERED AGENT'S CERTIFICATE

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

Katie Ridge Owners Association, Inc., a Florida corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, has named John P. Daniel, whose address is 501 Commendencia Street, Pensacola, Florida 32502, as its registered agent to accept service of process within this State.

Acknowledgment and Acceptance

Having been named as registered agent to accept service of process for the above stated corporation (or Association) at the place designated in this Certificate, I am familiar with and hereby accept the appointment as registered agent and agree to act in this capacity.

_____

JOHN P. DANIEL

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EXHIBIT "A"

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BYLAWS OF
KATIE RIDGE OWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

The Board of Directors of Katie Ridge Owners Association, Inc., a Florida not-for-profit corporation (the "Association"), hereby adopts the following Bylaws of the Association in their entirety as follows:

ARTICLE I
Offices

Section One. Principal Offices. The principal office of this Association shall be located at 2101 Clinton Avenue W., Suite 201, Huntsville, Alabama 35805.

ARTICLE II
Purpose

The purpose of the Association is to promote the common interests of the members of the Association, as identified herein, in the State of Florida. The Association is organized to be a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, and may engage only in activities that may be carried on by a corporation exempt from federal income taxes under Section 528 of the Internal Revenue Code or any section of any statute adopted in succession thereof. No part of the net earnings of the Association shall inure to the benefit of any individual member, director or officer, except that the Association may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the purposes set forth herein.

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ARTICLE III
Members

Section One. Members and Rights. The members of this Association, and their voting rights, shall be as defined in the Articles of Incorporation of the Association and the Declaration of Conditions, Covenants and Restrictions of Katie Ridge dated _____, 2019, as the same may hereafter be amended from time to time (the "Declaration"). Individuals or entities which merely hold a security interest in a Lot shall not be deemed members.

Section Two. Multiple and Other Owners. If a Lot is owned by multiple persons, then the multiple owners shall designate a single owner to vote on behalf of the Lot and such designation must be on file with the Secretary of the Association no later than ten (10) business days prior to the meeting. Corporate entities and partnerships which own a Lot or Lots must, through their governing bodies and no later than ten (10) business days prior to the meeting, furnish to the Secretary of the Association a resolution or voting certificate naming an individual to vote on behalf of the entity. Trusts owning Lots must furnish a sworn statement to the Secretary of the Association from the trustee naming an individual to vote on behalf of the trust no later than ten (10) business days prior to the meeting. Representatives of probated estate Lot owners must furnish a certified copy of the court appointment document to the Secretary of the Association no later than ten (10) business days prior to the meeting.

Section Three. Meetings. Meetings shall be held in Santa Rosa County, Florida, at such place or places as the Board of Directors may from time to time designate.

(a) The annual meeting shall be held on the third Monday of each September.

(b) The President, a majority of the Board of Directors, or no less than thirty percent (30%) of the members may call a special meeting. The notice must include a description of the purpose(s) for which the meeting has been called.

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(c) Notice of meetings shall be according to the provisions of Chapter 720, Florida Statutes, entitled "Homeowners' Associations," or any successor thereto.

(d) Attendance by thirty percent (30%) of the total voting interests shall constitute a quorum for the transaction of business at any meeting of the members.

(e) Action may be taken without a meeting if a sufficient number of the total voting interests consent, in writing, to the action proposed to be taken. The Association shall provide all members notice of the intent to take action without a meeting.

(f) Members may vote by proxy. To be valid, a proxy must state the time, date, and location of the meeting for which it was given, and be signed and dated by the authorized person who executed the proxy. A proxy is valid only for the specific meeting for which it was given.

(g) All meetings of the members shall be governed by *Robert's Rules of Order*, including such revisions thereof as may from time to time be published, except insofar as such rules are inconsistent with these Bylaws, with the Articles of Incorporation of this Association, or with applicable law.

Section Four. Prohibitions. No member shall initiate an action against the Association unless he or she has first provided written notice of such complaint to the Board of Directors, via certified mail, and allowed the Board of Directors sixty (60) days to resolve the issue.

ARTICLE IV
Directors

Section One. Number, Election, Classes and Term. There shall be no fewer than three (3), nor more than seven (7), directors of this Association. Directors may, but need not, be members of this Association, the directors shall be elected at the annual meeting of the members

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of the Association, and directors shall assume office upon election. Three Directors shall be elected at the first annual meeting. Two of the Directors elected at the first annual meeting shall serve terms of office to expire two (2) years thereafter. One director elected at the first annual meeting shall serve a term of office to expire one (1) year thereafter. Each director elected at an annual election held after the first annual meeting and election shall be elected to serve for a term of two (2) years. No director may serve for more than four (4) consecutive years. After a two (2) year absence from the Board, a former director may again run for office.

Section Two. Voting and Powers. Directors shall be entitled to vote on any and all matters to come before the Board. In the event that a Director will be absent from a meeting, the Director may transfer his or her proxy to another Director by letter to the President. Except as otherwise provided in the Articles of Incorporation, or these Bylaws, the powers of this Association shall be exercised, its properties controlled, and its affairs conducted by the Board of Directors. The Board may delegate the performance of any duties or the exercise of any powers to such officers and agents, including a committee of less than all of the directors, as the Board may designate by resolution.

Section Three. Replacement of Directors. Whenever a vacancy exists on the Board of Directors, whether by death, resignation, or otherwise (except for absences described in Section Two above), the vacancy shall be filled by election at a special meeting of the members. Nomination for the vacancy shall be made by the remaining Directors.

Section Four. Compensation. No member of the Board of Directors shall receive any compensation from the Association for services as a member of the Board of Directors. This prohibition shall not prevent members of the Board of Directors from being compensated by the Association for services rendered to the Association in another capacity.

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Section Five. Meetings.

(a) Meetings shall be held in Santa Rosa County, Florida, at such place or places as the Board of Directors may from time to time designate.

(b) An organizational meeting of the Board of Directors shall be held within seven (7) business days of the meeting at which the Directors were elected. The time, date and location of the organizational meeting shall be announced at the annual meeting at which the Directors were elected.

(c) Notice of regular meetings of the Board of Directors shall be mailed or sent by electronic means to each director at the address last recorded on the books of the Association, not less than fifteen (15) days prior to, nor more than sixty (60) days in advance of, the date thereof; provided, however, that this requirement may be waived by resolution of the Board of Directors.

(d) The President may, as he or she deems necessary and appropriate, and the Vice President shall, if so requested by two members of the Board of Directors, call a special meeting of the Board. In such event, 48 hours' notice to each Director shall be deemed sufficient.

(e) A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; provided, however, that if less than a majority of the members of the Board of Directors are present at any meeting, a majority of the members of the Board of Directors present may adjourn the meeting from time to time without further notice.

(f) Except as may otherwise be provided by these Bylaws, or in the Articles of Incorporation of this Association, or by law, the act of a majority of the Board of

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Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(g) All meetings of the Board of Directors shall be governed by *Robert's Rules of Order*, including such revisions thereof as may from time to time be published, except insofar as such rules are inconsistent with these Bylaws, with the Articles of Incorporation of this Association, or with applicable law.

(h) Members of the Board of Directors may participate in a meeting of such Board by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. In addition, any action taken by a ballot of the members of the Board of Directors in which at least a majority of such directors indicate themselves in agreement shall constitute a valid action of the Board if reported at the next regular meeting of such Board.

(i) No action of the Board shall be valid unless taken at a meeting at which a quorum of the Board of Directors is present, except that any action which may be taken at a meeting of the Board may be taken without a meeting in accordance with Section Six below.

Section Six. Action Without Meeting. No meeting need be held by the Board to take any action required or permitted to be taken by law, provided a majority of all members of the Board shall individually or collectively consent to such action, and such consent or consents is filed with the minutes of the proceedings of the Board. Action by consent shall have the same force and effect as action by a typical majority vote of the Directors. Any certificate or other

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document filed under any provision of law which relates to action so taken shall state that the action was taken by majority consent of the Board of Directors without a meeting, and that the Bylaws authorize the directors to so act. Such a statement shall be *prima facie* evidence of such authority.

Section Seven. Liability of Directors.

(a) The directors of this Association shall not be personally liable for its debts, liabilities, or other obligations.

(b) The Association hereby indemnifies and agrees to hold harmless from claim, liability, loss or judgment any Director or Officer made a party or threatened to be made a party to any contemplated, pending or completed action, suit or proceeding by or on behalf of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his or her capacity as Director, Officer, employee or agent of the Association or any other corporation, partnership, joint venture, trust, or other enterprise in which he or she served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and reasonably incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not create a presumption

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that any such Director or Officer did not act in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross negligence or willful misconduct in the performance of his or her duties to the Association.

(c) Any indemnification under subparagraph (b) shall be made by the Association only as authorized in the specific case upon a determination that amounts for which a Director or Officer seeks indemnification were properly incurred and that such Director or Officer acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and that, with respect to any criminal action or proceeding, he or she had no reasonable grounds for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of Directors who were not parties to such action, suit or proceeding.

(d) The Association shall be entitled to assume the defense of any person seeking indemnification pursuant to the provisions of subparagraph (b) above upon a preliminary determination by the Board of Directors that such person has met the applicable standards of conduct set forth in subparagraph (b) above, and upon receipt of an undertaking by such person to repay all amounts expended by the Association in such defense, unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article. If the Association elects to assume the defense, such defense shall be conducted by counsel chosen by it and not objected to in writing for valid reasons

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by such person. In the event that the Association elects to assume the defense of any such person and retains such counsel, such person shall bear the fees and expenses of any additional counsel retained by him or her, unless there are conflicting interests between or among such person and other parties represented in the same action, suit or proceeding by the counsel retained by the Association, and representation by counsel retained by the Association is objected to in writing by such person, in which case the reasonable expenses of such additional representation shall be within the scope of indemnification intended if such person is ultimately determined to be entitled thereto as authorized in this Article.

(e) The foregoing rights of indemnification shall not be deemed to limit in any way the power of the Association to indemnify under any applicable law.

ARTICLE V
Officers

Section One. Designation of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article.

Section Two. Election and Term of Office. Officers of this Association shall be elected by the Board of Directors at the annual meeting. It will be the responsibility of the Board of Directors, including the newly elected Directors, to elect the Officers at the annual meeting. The term of office for Officers of this Association shall be for a term of one year. Each Officer shall hold office until his or her successor shall have been duly elected and shall have been qualified. Officers may not serve in the same capacity for more than two (2) consecutive years. After a one (1) year absence from office, a former Officer may again run for office. Individuals are prohibited from holding more than one office at the same time.

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Section Three. Compensation. No Officer shall receive any compensation from the Association for services as an Officer. This prohibition shall not prevent Officers from being compensated by the Association for services rendered to the Association in another capacity.

Section Four. Removal. Any Officer elected or appointed by the Board of Directors may be removed by a vote of a majority of the Board of Directors whenever in its judgment the interests of the Association would be thereby best served. Any such removal shall be without prejudice to the contract rights, if any, of the Officer so removed.

Section Five. Vacancies. A vacancy in any office, whether due to death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section Six. President. The President shall supervise the business of the Association and shall preside at all meetings of the Board of Directors. The President shall execute all instruments which the Board of Directors has authorized to be executed. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

Section Seven. Vice President. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President, if one has been elected by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President shall perform such additional duties as may from time to time be assigned by the President or the Board of Directors.

Section Eight. Secretary. The Secretary shall keep minutes of all meetings of the members and the Board of Directors in minute books and shall be responsible for all notices

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required by these Bylaws or Florida law. The Secretary shall be the custodian of all corporate and official records of this Association and shall keep a current roster of all members. The Secretary shall perform all duties incident to the office of secretary and shall perform such additional duties as may from time to time be assigned by the Board of Directors.

Section Nine. Treasurer. The Treasurer shall have custody of and shall be responsible for all funds of this Association and shall deposit all funds of this Association with financial institutions as selected by the Board of Directors. The Treasurer shall perform all duties incident to the office of Treasurer and shall perform such additional duties as may from time to time be assigned by the Board of Directors.

Section Ten. Fidelity Bonds. Fidelity bonds shall be required as required in Florida law.

ARTICLE VI
Committees; Architectural Review Committee

Section One. Committees. By majority vote, the Board of Directors may, by resolution duly adopted, establish one or more committees which, to the extent provided by such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association. However, the designation of such committees and delegations of authority thereto shall not operate to relieve the Board of Directors, nor any director individually, of any responsibility imposed on it or him or her by these Bylaws or by law.

Section Two. Terms of Office. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors of the Association and until his or her successor is appointed, unless such committee shall be sooner abolished, or unless such member be removed or cease to qualify as a member thereof.

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Section Three. Chairperson. One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members of the committee.

Section Four. Vacancies. Vacancies in the membership of any committee shall be filled by appointment made in the same manner as are original appointments, and any member so elected shall be elected for the unexpired term of his or her predecessor.

Section Five. Quorum. Unless otherwise provided in the resolution establishing a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of members present at a meeting at which a quorum is present shall be an act of the committee.

Section Six. Rules. Each committee may adopt such rules and regulations for its meetings and the conduct of its activities as it may deem appropriate. However, such rules and regulations shall be consistent with these Bylaws or with Florida Law. Regular minutes of all proceedings shall be kept.

Section Seven. Architectural Review Committee. The Board of Directors shall, by resolution, appoint an Architectural Review Committee which shall perform the functions designated in the Declaration. The Architectural Review Committee shall consist of not less than one (1) person nor more than five (5) persons. Members of the Architectural Review Committee may, but need not, be Directors or Members of the Association. The Architectural Review Committee shall be governed by the other provisions of this Article.

ARTICLE VII
Contracts, Checks, Deposits and Funds

Section One. Contracts. The Board of Directors may, by resolution duly adopted, authorize any Officer or Officers, agent or agents of the Association, in addition to the Officers

so authorized by these Bylaws, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or may be confined to specific instances.

Section Two. Monthly Bank Statements. All monthly statements from financial institutions where funds of the Association are deposited shall be sent to an Officer of the Association who is not authorized to sign on the account. In no case may said Officer be the current Treasurer of the Association. Said Officer shall review the statements, keep all statements filed electronically which must be passed on to his or her successor, and then provide a copy of the statements to the Treasurer of the Association. The Treasurer shall review the statements for accuracy and shall keep the statements filed electronically which must be passed on to his or her successor. All such records must be retained for a period of five (5) years.

Section Three. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other federally-insured depositories as the Board of Directors may select.

Section Four. Checks, Drafts, Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as the Board of Directors shall from time to time by resolution determine. In the absence of such determination, such instruments shall be signed by the President of the Association.

Section Five. Gifts and Contributions. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise of any property whatsoever, for the general and special purposes of the Association.

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ARTICLE VIII
Assessments

Section One. Annual Budget and Expenses. Annually, the Treasurer shall prepare and the Board of Directors will review, modify as needed, and approve an operating budget for the forthcoming year. Adoption of the budget by the Board of Directors shall occur either sixty (60) days before or sixty (60) days after the commencement of the fiscal year to which the budget applies. The status of the budget will be reviewed regularly by the directors. Actual expenditures will represent the actual expenses.

Section Two. Annual Assessments. The Board of Directors shall annually collect an assessment from each Lot owner in accordance with the Declaration. If, at the end of the Association's fiscal year, there is a surplus, such surplus shall be applied to the budget of the next fiscal year and each Lot owner's projected assessment for the next fiscal year shall be reduced accordingly.

Section Three. Special Assessments. In addition to annual assessments, the Board of Directors shall have the authority to levy special assessments as the Board deems necessary, for any lawful purpose. This authority is in addition to any authority to levy special assessments that may be enumerated in the Declaration.

Section Four. Liability and Liens. The Board of Directors and the Association shall have such authority with respect to the acceleration of assessments, liens, collection of interest and administrative late fees, and the pursuit of attorneys' fees on delinquent payments in the maximum amount as provided by Florida law or the Declaration.

Section Five. Fiscal Year. The fiscal year of the Association shall begin on the first day of October and end on the last day of September.

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Section Six. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Corporations Not for Profit Law of Florida or under the provisions of the Articles of Incorporation, the Bylaws, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX
Miscellaneous

Section One. Books and Records. The Association shall prepare and maintain correct and complete books and records of account and shall also keep minutes of the meetings of the members, the Board of Directors and committees. The Association shall keep at the registered or principal office a book with the names and addresses of the Members, Board of Directors and the names and addresses of any committee members. All books and records of the Association may be inspected by any Member, or his or her attorney, at any reasonable time.

Section Two. Suspension of Rights and Fines. The Board of Directors shall have the right to suspend the rights of a member, of a member's tenants, guests, or invitees, to use common areas and facilities. The Board of Directors may also levy fines as set forth in the Florida Not For Profit Association Act, in Chapter 720, Florida Statutes, or in the Declaration. The Association shall have a right of lien on a parcel for any unpaid fines in the same manner and to the same extent that it has a right of lien for unpaid assessments.

ARTICLE X
Amendments

Subject to the limitations of the Articles of Incorporation, these Bylaws, the Declaration, and the Corporations Not for Profit Law of Florida, concerning corporate action that must be authorized or approved by the members of the Association, the Bylaws of this Association may

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be amended, repealed, or added to, or new Bylaws may be adopted, by a resolution of the Board of Directors.

Adopted this 15 day of JULY, 2019, at a meeting of the Board of Directors.

LOUIS W. BRELAND, President