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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

OF

IRON ROCK

PHASE I

LOCATED IN ESCAMBIA COUNTY, STATE OF FLORIDA

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
IRON ROCK
LOCATED IN ESCAMBIA COUNTY, STATE OF FLORIDA**

This Declaration is made this _____ day of _____, 2021, by Devine Farms, LLC, a Florida limited liability company, hereinafter referred to as “Declarant” and SNS Realty, Inc., a Florida corporation, the developer of Iron Rock (“Developer”). Declarant and Developer entered into an Agreement dated April 14, 2015, as it may be amended from time to time. All actions set forth herein related to the development of Iron Rock shall be deemed to be the Developer rather than Declarant.

WITNESSETH:

WHEREAS, Declarant and Developer entered into an agreement dated April 14, 2015, as it may be amended from time to time (“Developer Agreement”). Pursuant to the Developer Agreement, Developer shall act as assignee of the Declarant and assume all duties, privileges and responsibilities of Declarant set forth herein related to the development of Iron Rock and said duties, privileges and responsibilities, shall be deemed to be the sole duties, privileges and responsibilities of the Developer rather than the Declarant;

WHEREAS, Declarant is the owner of certain property in Escambia County, Florida, which is more particularly described as follows, to-wit:

See Exhibit “A”.

To be platted as a subdivision known as Iron Rock.

NOW THEREFORE, Declarant hereby declares that all of the subject property less and except the wetland parcels within the Subdivision as defined hereinafter, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of all said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, or their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I -- DEFINITIONS

Section 1 -- Amenities. “Amenities” shall mean and refer to the Common Areas with related amenities.

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Section 2 -- Association. Association shall mean and refer to Iron Rock Homeowners Association, Inc., a not-for-profit corporation, and its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Association make reference. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C," respectively.

Section 3 -- Common Areas. "Common Areas" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) now, or hereafter, owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned and maintained by the Association at the time of recording the conveyance of the first Lot by the Declarant and thereafter are the private common areas, private common amenities, private parks, storm water system, private ponds and private roads shown on the Plat and as more fully set forth in Exhibit "D", and any areas conveyed to the Association by Declarant as specified in Article V, as more fully shown on the Plat.

Section 4 -- Declaration. Declaration shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

Section 5 -- Declarant. Declarant shall mean and refer to Devine Farms, LLC, a Florida limited liability company, and its successors and assigns.

Section 6 -- Developer. Developer shall mean and refer to SNS Realty, Inc., a Florida corporation, and its successors and assigns.

Section 7 -- Iron Rock Conservancy, Inc. Iron Rock Conservancy, Inc. shall mean and refer to the Florida non-profit corporation established to own and hold the private conservation areas located in the Subdivision and shown on the Plat.

Section 8 -- Lot. Lot shall mean and refer to any one of the Lots as shown upon the Plat.

Section 9 -- Owner. Owner shall mean and refer to all present and future record owners, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract and contract purchasers pursuant to a recorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation. Whenever herein a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owners family, guests, tenants and purchasers pursuant to an unrecorded contract, provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants or the Owner's purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

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Section 10 -- Plat. Plat shall mean and refer to the Subdivision Plat of the Subject Property to be known as Iron Rock, and which is being executed and recorded contemporaneously herewith by the Declarant and the plats of any additional land annexed to and made part of Iron Rock or owned by Declarant and located adjacent to Iron Rock from time to time.

Section 11 – Storm Water Management System. Storm Water Management System shall mean and refer to all improvements intended to collect, convey, detain, and treat storm water runoff throughout the subdivision including retention ponds, inlets, pipes, swales, and vegetated natural buffers.

Section 12 -- Subject Property. Subject Property shall mean and refer to that real property, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, which is described above.

Section 13 -- Subdivision. Subdivision shall mean and refer to Iron Rock, situated in Escambia County, Florida, according to the Plat and all future phases of the Iron Rock.

Section 14 – Preferred Builders. Preferred Builders shall mean and refer to the principal builders of the subdivision; DSLD Homes and Truland Homes, and any homebuilder who enters into a purchase agreement for all 22 of the typical one-hundred twenty-five (125) foot or greater Lots.

ARTICLE II -- PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Iron Rock will initially be comprised and provides the method of which additional property may be added.

2.1 Initial Property. The property initially subject to this Declaration consists of the Subdivision.

2.2 Annexation of Additional Property.

2.2.1 Authority. Additional property may be annexed by the Declarant or the Association. The Association may only annex additional property after termination of the Class B membership as described in Article III hereinafter. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Iron Rock, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any roads that are situated between the property

shown on the Plat and the property to be annexed.

2.2.2 Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by the owner of the property to be annexed, and the Declarant, its assigns, or the president of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The parties making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in common expense. Upon recording the Supplemental Declaration, the annexed property will become part of Iron Rock.

ARTICLE III -- MEMBERSHIP AND VOTING RIGHTS

Section 1 -- Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2 -- Voting Rights. 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 (who shall become a Class B member as provided hereafter) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B member shall mean the Declarant and it shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the date when Declarant ceases to own at least fifty (50) Lots in the Subdivision.

Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the Lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one (1) Lot for resale purposes.

Section 3 -- Declarant's Voting Rights.

A. Declarant shall be entitled to elect at least two (2) members to the Board of Directors as long as Declarant holds at least five percent (5%) of the Lots for sale in the ordinary course of business.

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

Section 4 -- Additional Phases. In the event the Developer develops additional phases of the Subdivision, those lots within the additional phases shall be made part of the Association and shall be held, sold, and conveyed subject to the restrictions, conditions, covenants, and reservations herein.

ARTICLE IV -- GENERAL PROVISIONS

Section 1 -- Enforcement. The Association, or any Owner shall have the right to enforce by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the rights to do so thereafter. If any court proceedings are required for the successful enforcement of any restrictions, conditions, covenants or reservations herein contained, or any liens or charges against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorneys fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said restrictions, conditions, covenants, reservations, liens or charges.

Section 2 -- Severability. Invalidation of any one of the restrictions, conditions, covenants, reservations, liens or charges, by judgment or court order, shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect thereafter.

Section 3 -- Duration and Amendment. The restrictions, conditions and covenants of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of 40 years from the date this Declaration is recorded, unless amended by an instrument signed by three-fourths (3/4) of the then existing Owners.

After the initial 40-year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then existing Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within three (3) years after the date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the Subdivision. Any such amendment must be recorded in the Public Records of Escambia County, Florida.

Section 4 -- Nonliability of Association. The Association shall not in any way or manner be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservation, lines or charges herein contained by any Owner, other than itself.

Section 5 -- Notice. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

Section 6 -- Miscellany. Any single violation of any provision of this Declaration by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of the restrictions, conditions or covenants ever be interpreted to operate as a reverter or a forfeiture of title.

Section 7 -- Declarant's Rights. Nothing in this Declaration shall be interpreted, construed or applied to prevent Declarant, or its contractors, sub-contractors, agents, employees and invitees from doing or performing on all or any part of the Subject Property, owned or controlled by Declarant, whatever it deems to be necessary or desirable in connection with completing the Subdivision and the sale of Lots, including without limitation, maintaining at Declarant's cost, such signs as may be necessary for Declarant's sales activities. Without limitation of the generality of the foregoing, nothing contained in this Declaration shall be interpreted, construed or applied so as to prevent Declarant from operating a sales office on any part of the Subject Property including, but not limited to, a sales office located in the Common Areas. Declarant, at its option, may maintain the sales office within the Common Areas for a period of ten (10) years from the date of recording of this Declaration.

ARTICLE V -- COMMON AREAS

Section 1 -- Owners Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The Association shall have the right to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the

Common Areas for the nonpayment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue to the association;

B. The Association shall have the right to dedicate or transfer all or any part of the Common Areas 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 two-thirds (2/3) 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 fifteen (15) days and not more than sixty (60) days in advance of such dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to: (1) grant and convey to Iron Rock Conservancy, Inc. the private conservation areas as shown on the Plat, together with necessary and appropriate access easements to the same;

C. The Association shall have the right, in accordance with its articles and bylaws, and with consent of two-thirds (2/3) of the Lot Owners (excluding Declarant), to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property; but the right of said mortgagee in said properties shall be subordinate to the rights of Owners hereunder. Notwithstanding the foregoing, the Association shall have the right to borrow money, and in aid thereof, to mortgage said property, without consent of the Lot Owners for amounts not to exceed \$5,000;

D. The Association shall have the right to reasonably limit the use of the Common Areas.

Section 2 -- Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the Bylaws of the Association, Owner's right of use and enjoyment of the Common Areas and facilities to the members of the Owner's family, guests, tenants, contract purchasers who reside on Owner's Lot, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner, and delivery persons.

Section 3 -- Reservation of Easement. Declarant does hereby reserve a nonexclusive perpetual right of access easement, over, across, under, in and to all Common Areas for construction thereon of Subdivision improvements, activities in connection with the sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Subject Property or such additional property as is described in Article II hereinabove, as well as the right to assign and transfer such reserved easements to others. Declarant further reserves unto itself the right to grant in the future additional easements across such Common Area for utilities or for other purposes as determined necessary in the sole opinion of Declarant. Unless sooner released by Declarant, the right of access

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easement addressed in this Article V Section 3 shall terminate on the date which is twenty (20) years after the date of recording of this Declaration.

Section 4 – Developer's Easement. Declarant hereby reserves a nonexclusive perpetual right of access easement to the Developer and/or Declarant over, across, under, in and to all private roads in the Subdivision for construction and development of additional phases of the Subdivision, activities in connection with the sale of lots in the additional phases of the Subdivision, access to and from any lots within additional phases of the Subdivision, and for such other purposes and uses as the Developer deems appropriate or necessary in connection with the construction and development of additional phases of the Subdivision. Unless sooner released by Developer, the right of access easement addressed in this Article V Section 4 shall terminate on the date which is twenty (20) years after the date of recording of this Declaration. Additionally, Declarant hereby reserves a signage and landscaping easement on Lot 1, Block D and Lot 22, Block K as depicted on the plat of Iron Rock.

Section 5 -- The Amenities and Common Areas. The Board of Directors is hereby granted the authority to adopt reasonable policies, procedures, rules and regulations for the use of the Common Areas and the Amenities for general use by the Owners. The Board of Directors shall also have the right to establish policies, procedures, rules and regulations for special events and private functions to be held at the Amenities and to set an appropriate fee or charge for the same.

ARTICLE VI -- ASSESSMENTS

Section 1 -- Creation of the Lien and Personal Obligation of Assessments. Each Owner of each Lot by acceptance of a deed (or in the situation of a contract purchaser pursuant to a recorded contract, by acceptance of such contract), whether or not it shall be so expressed in such deed or such contract, is deemed to covenant and agree to pay to the Association: (a) an annual assessment and (b) any special assessments, both of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in connection with the collection of any assessment, fine and/or any other charge set forth herein, together with enforcement of any of the terms and provisions of this Declaration, shall be a charge and a continuing lien upon the Lot against which such assessment is made from the time such assessment becomes due. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment becomes due.

Section 2 -- Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health and welfare of the residents of the Lots and for the improvement and maintenance of the Common Area and for, but not limited to, maintenance of the Subdivision entrance; maintenance of the road right-of-way landscaping, if any; maintenance of any island landscaping; maintenance of the Subdivision entrance sign, lighting, water pump, sprinkler system, electric meter, and

landscaping (if any) at the entrance to the Subdivision, and the payment of utility charges; repairs and maintenance of private roads; repairs and maintenance of storm water ponds, access roads and drainage easements, payment of premiums for Common Area liability insurance, including the Amenities; the cleaning of debris from Lots or building sites on which a residential dwelling has not yet been constructed; the maintenance and repair of the Amenities; and the installation, maintenance, repair and replacement of fences around Lift Station, as shown on the Plat. The Association shall have the obligation to maintain the Common Areas and such other areas as may be determined by the Association and shall pay all ad valorem real estate taxes assessed upon said Common Areas.

Street lights throughout the Subdivision, if any, shall not be common areas and will be paid for through a Municipal Services Benefits Unit.

Section 3 -- Maximum Annual Assessment. After the recording of the final plat of Iron Rock, the annual assessments during the first four (4) years shall be as follows:

Year 1: \$475 per lot per year
Year 2: \$542 per lot per year
Year 3: \$617 per lot per year
Year 4: \$740 per lot per year

A. From and after the date four years subsequent to the recording of the final plat of Iron Rock, the annual assessment may be increased each year by not more than twenty-five percent (25%) above the assessment for the previous year without a vote of the Owners.

B. From and after the date four years subsequent to the recording of the final plat of Iron Rock, the annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy, at a meeting of the members of the Association duly called for this purpose.

C. Notwithstanding any of the preceding provisions, the Association shall be obligated to pay all ad valorem real property taxes upon the Common Areas and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and for such maintenance and repairs.

Section 4 -- Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, improvement or maintenance upon any Common Areas or any real property owned by the Association, public property adjacent to or in the vicinity of the Common Areas or any of the Lots, including fixtures and personal property related thereto, landscaping, special signage and street lights; provided that any such assessment shall have the assent of two-thirds

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(2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Preferred Builders shall be exempt from Special Assessments until the time which the Declarant converts to Class A membership.

Section 5 -- Special Conservation Trust Assessments for Use of Property Owned by Iron Rock Conservancy, Inc. In addition to the annual and special assessments authorized above, the Association shall levy, collect on behalf of and pay to Iron Rock Conservancy, Inc., a special conservation trust assessment for the protection and preservation of the conservation areas shown on Exhibit "E" located within the Subdivision on a per Lot basis, which shall be due and payable every time any vacant or improved Lot is sold, transferred or conveyed, whether by sale, gift or otherwise. The Association shall set the amount of said assessment on an annual basis. Initially, the Special Conservation Trust Assessment shall be \$250.00 for each Lot transfer. The Owners, their invitees and guests, shall have rights of use of certain private conservation areas owned by Iron Rock Conservancy, Inc., which are located in or adjacent to the Subdivision and shown on the Plat, as more fully set forth in a separate agreement between the Declarant and Iron Rock Conservancy, Inc. Preferred Builders shall be exempt from the Special Conservation Trust Assessment.

Section 6 -- Segregation of Funds. Funds collected by the Association from the annual assessments and any special assessments shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required as aforesaid, there need be no physical division of such funds and same may be held in a consolidated account in which each separate fund shall have an undivided interest.

Section 7 -- Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting of Owners called for the purpose of taking any actions authorized under Sections 3 and 4 of this Article shall be sent by United States mail, postage prepaid, or electronically transmitted in the manner authorized by the By-Laws of the Association, to all affected Owners of record (fifteen (15) days prior to the date of any meeting called for this purpose) as required by the Bylaws. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast 51% of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of a subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

Section 8 -- Rate of Assessment. The annual and special assessments pertaining to all matters shall be fixed at a uniform rate for all Lots. Once the Declarant converts to Class A membership, each Owner for each Lot owned shall be responsible for a 1/290th share of the total annual assessment and any special assessments. The Declarant shall be exempt from Assessments and shall assume the responsibility of all deficit funding until the time which the Declarant converts to Class A membership.

Section 9 -- Assessment Periods and Due Dates. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date(s) and

payment schedule (e.g. monthly, quarterly, semi-annually or annually) as set forth by a Resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every affected Owner. The Association will not prorate the annual assessment however, during the settlement process associated with the sale of a lot, the current Owner shall have the right to recover a prorated amount of the annual dues that were previously paid for the current assessment period. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessments. A properly executed and sealed 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.

Section 10 -- Effect of Nonpayment of Assessment and Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from such date at the highest legal rate per annum. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the Lot to collect all amounts due and owing, including attorney's fees and costs. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by nonuse of any Common Areas or abandonment of the Owner's Lot.

Section 11 -- Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article VI recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his or her successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Escambia County, Florida, prior to the recording of the foreclosed mortgage or for which a deed in lieu of foreclosure is given, and such subordinate lien shall be extinguished automatically upon the recording of the certificate of title or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all Lots as a common expense.

Section 12 -- Maintenance. After fifteen (15) days' written notice from the Association sent United States Mail, postage prepaid to an Owner for the Owner's failure to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvement erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law, as well as reasonable attorney's fees and costs, shall be a lien on the Lot if the amount required is not paid within ten (10) days after written demand is made against the Owner. The lien for maintenance shall be a continuing lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

ARTICLE VII -- ARCHITECTURAL CONTROL

Section 1 -- Prior Approval. No structural improvement, exterior improvement, or improvement of any nature whatsoever, including but not limited to a building, fence, property enclosure, wall, driveway, gate, exterior lighting, or landscaping, shall be commenced, erected or maintained upon any Lot or the Subject Property by any Owner, the Association or anyone else, nor shall any exterior addition to or change, alteration or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan demonstrating the nature, kind, shape, height, material, color and location of same have been submitted to and approved in writing by the Architectural Review Committee as complying with the standards generally set forth in Section 2 of this Article VII and the Architectural Guidelines, as the same may be adopted and amended, from time to time, by the Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plot plans and/or landscaping plans within thirty (30) days after same have been received by said Committee, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. The plans submitted to the Architectural Review Committee shall, without limitation, show the elevation and other matters set forth on the front, rear and both side walls of the structure.

Section 2 -- Architectural Review Committee. The ARC will initially consist of one representative from the Declarant, and one representative from each of the two Preferred Builders of the subdivision – DSLD Homes and Truland Homes, for a total of three (3) members. From the date of the recording of this Declaration and continuing for five (5) years, the Declarant shall retain the right to appoint and/or replace all members of the Architectural Review Committee however after this initial five (5) year period, the right to appoint and/or replace members of the committee shall pass to the Board of Directors. Once appointed to the Architectural Review Committee, members

will serve until their resignation, death or when asked to resign by the current appointing authority.

It is contemplated that the Subject Property will be developed as a first-class single-family residential subdivision of high standards. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable, but high, standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general. The Architectural Review Committee has the authority to hire an architect to assist it in the review of all plans, specifications and other items submitted to it for review under this Article VII. The reasonable fee of the architect shall be charged by the Architectural Review Committee to the applicable Owner whose plans, specifications and/or other documents are under review for approval by the Architectural Review Committee. All such fees must be paid by the applicable Owner prior to receipt of final approval. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any such non-payment, the terms and provisions of Article VI, Section 10, shall apply.

Preferred Builders shall initially submit the following items for master approval: house plans with elevations, exterior materials & colors, and landscape plans with types of plants/trees & quantities of each, collectively the "House Plan Package". The initial submittal shall include no less than ten (10) House Plan Packages per Lot size. Subsequently, the Preferred Builders will submit a site-specific plot plan for each lot depicting a site plan and the selected House Plan Package from the approved master plan list. Preferred Builders shall make good faith efforts to preserve existing trees wherever possible. Should any trees be preserved the Preferred Builders shall submit an addendum to the site-specific plot plan indicating the location, size and species of the preserved tree(s).

Section 3 -- Inspection During Construction and Subsequent Improvements to the Property. The Architectural Review Committee shall have the right to inspect the Owner's Lot and improvements during initial construction and prior to occupancy to ensure construction is in accordance with the construction plans and specifications submitted to and approved by the Architectural Review Committee. Once occupied, the Architectural Review Committee shall also have the right to inspect the Owner's Lot to insure that any enhancement to the building, structure, aesthetic qualities and/or improvements requested by the Owner are in compliance with the specifications submitted and approved on their Architectural Review Request. Failure of an Owner to comply with the provisions of this Article VII, or failure of an Owner to carry out

construction in accordance with the provisions of this Article VII, shall subject such Owner to such equitable (including specifically, specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses.

ARTICLE VIII -- ADDITIONAL RESTRICTIONS

The Architectural Guidelines and the following restrictions are guidelines and it is anticipated that these restrictions will be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant in writing waivers and variances from the Architectural Guidelines and any of the following restrictions as well as setback requirements shown on the Plat utilizing the same standards of review as those set forth in Article VII, Section 2, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the Subject Property as a whole, and that same is consistent with a first-class single family residential subdivision of high standards contemplated hereby. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1 -- Use. All Lots shall be occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment, public parking, business or any other purpose of any kind or character.

Section 2 -- Minimum Square Footage and Residential Design. No residential structure shall be erected or placed, exclusive of garages, porches, patios and terraces, on any typical fifty-five (55) foot Lot of less than 1,500 square feet; on any typical seventy (70) foot Lot not less than 1,700 square feet; on any typical one-hundred (100) foot Lot not less than 2,200 square feet; and on any typical one-hundred twenty-five (125) foot or greater Lot not less than 2,400 square feet. If any residential structure is more than one story in height, then the minimum ground floor area of such residential structure shall be 1,100 square feet on any typical fifty-five (55) foot Lot, 1,200 square feet on any typical seventy (70) foot Lot, 1,200 square feet on any typical one-hundred (100) foot Lot, and 1,800 square feet on any typical one-hundred twenty-five (125) foot or greater Lot. No residential structure shall exceed two and a half (2-1/2) stories in height. All residential structures shall contain a private garage for a minimum of two (2) cars, a detached garage for a minimum of two (2) cars, or any combination thereof, provided the same is approved by the Architectural Review Committee in accordance with the Architectural Guidelines established for the same.

Section 3 -- Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. This Section is not applicable to the Declarant and shall apply after sale of the Lots by Declarant.

Section 4 -- Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse, mobile home or manufactured home, (including, but not limited to, residential structures bearing the Department of Community Affairs insignia which may otherwise allow the home to qualify for placement on a Lot under current zoning laws), or any other such similar structure or vehicle (other than the primary dwelling to be located on the Lot) shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. It is the intent of the Declarant that homes in the Subdivision will be constructed in the traditional manner, from the ground up.

Section 5 -- Vehicles. Boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from any adjoining Lots, except for short-term parking not exceeding a forty-eight hour duration. The parking or storage of any such items in any other manner, such as in the street, road right-of-way or in any portion of the driveway which is not out of view from any adjoining Lots, is expressly prohibited. Note that if the resident is attempting a good faith effort to comply with the terms of this section and the vehicle is still visible due to its height or due to the slope of their property in relation to the adjoining lots, the ARC may grant an exception to this covenant restriction at their discretion.

Section 6 -- Nuisance. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Owners of other Lots.

Section 7 -- Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs are not permitted to run at large.

Section 8 -- Appearance. All residences, structures and improvements shall be designed to present a pleasing, attractive, tasteful, neat and well-maintained appearance from all views.

Section 9 -- Dumping. During the construction or substantial remodeling of any home located on a Lot, a construction dumpster shall be required. During construction and remodeling, the site shall be maintained in a neat and clean manner and in such a way that construction debris does not accumulate or blow into adjoining lots, properties or streets. If the Owner does not comply with the provisions of this section, the Association, at its election, can place a dumpster on the Lot, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs for such, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of same and reasonable administrative fee, the Association shall have all

rights granted to it under Article VI – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 10 -- Compliance with Law. All laws of the United States, the State of Florida and the County of Escambia, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, land use planning and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the Subject Property with respect to any such matters shall have a license to enter upon any of the Subject Property at all reasonable times to make such inspections and recommendations.

Section 11 -- Minor Variance of Restrictions. When a building or other structure is located on any Lot or building site in a manner that constitutes a minor violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the Architectural Review Committee may grant a variance to the Lot or building site, or parts of it, from any part of the covenants and restrictions, or setback lines, referenced herein or on the Plat, that are violated. The Architectural Review Committee shall not give such a variance except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

Section 12 -- Wiring. No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted, except all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage is permitted.

Section 13 -- Lot Setback. No residential dwelling shall be constructed on any Lot or building site in the Subdivision which does not conform to the setback lines shown on the recorded Plat; however, an automatic waiver of 10% of any setback requirement on the Plat is hereby granted for violations of any setback requirement not exceeding 10%. For each Lot located within the subdivision, the setbacks are:

- A. Front setback - 20 feet;
- B. Rear setback - 20 feet; and
- C. Side setback – 10% of the property line width not to exceed 15 feet or not less than 5 feet unless otherwise shown on the Plat;

provided, however, that the setbacks for any corner Lot shall be determined based upon building orientation according to the Escambia County, Florida, Land Development Code. Corner lots shall have only one front set back and one side set back.

Section 14 -- Antennas. Because the rules surrounding satellite dishes and antennas are governed by FCC regulations and subject to change, all references to

satellite dishes and antennas are covered in the Architectural Guidelines. Please reference this document for more guidance regarding their size and installation.

Section 15 -- Basketball Goals. Permanent and temporary basketball goals are expressly prohibited on any Lot or right-of-way.

Section 16 -- Clotheslines. Clotheslines are permitted however must be completely screened from view from adjacent lots and the right-of-way.

Section 17 -- Outdoor Cooking. All outdoor cooking, including permanent or portable barbeque grills, shall be screened from view from the Front Lot line.

Section 18 -- Garbage and Trash Receptacles, A/C Units. All garbage & trash receptacles and A/C units shall be screened from view from the Front Lot line and must be concealed in an appropriate manner.

Section 19 -- Fences. The Architectural Review Committee shall have complete control regarding the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion. No chain link fences will be allowed except around retention ponds, lift stations and other utility stations, as required by local subdivision ordinances. In addition, secondary chain link fences (i.e. – inside of the primary fence) may be used in backyards for enclosing pet areas, dog runs and similar areas, provided that any such chain link fence is lower than the primary fence. Any fences constructed within a drainage easement shall not restrict the flow of storm water.

Section 20 -- Garage Doors/Garage Size. All dwellings must be constructed with at least a two-car garage, a detached garage for a minimum of two (2) cars, or any combination thereof, in accordance with the provisions of Article VII, Section 2.

Section 21 -- Signage. All references covering signage are documented in the Architectural Guidelines. For more information pertaining to this topic please refer to these guidelines. Preferred Builders shall be permitted to place signage on all lots which they own, and at the Subdivision entrance. No marketing/sales sign shall be placed upon the Subject Property by any Owner, the Association or anyone else until the design, and specifications demonstrating the size, shape, height, material, color and location of same have been submitted to and approved in writing by the Architectural Review Committee.

Section 22 -- Drainage Easements and Storm Water Improvement. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage. Any storm water improvement on any lot shall remain as-is and undisturbed.

Section 23 -- Surface Flow and Erosion Control. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to

adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patterns shall not be altered. During the construction of any improvements on any Lot, the Owner must barricade said Lot to prevent dirt erosion onto any streets, waterways, adjacent Lots and the Common Areas. If the Owner does not so barricade to prevent dirt erosion, the Association can so barricade, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs of such barricading, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of said barricading and reasonable administrative fee, the Association shall have all rights granted to it under Article VI – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 24 -- Multiple Lots as Building Sites. If a portion of a Lot, or one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots (collectively referred to as “Newly Created Lots”), within the Subdivision, are utilized for one single family residential purpose, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single-family residence. A fractional portion of a Lot or two (2) fractional parts of adjacent Lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer road frontage than the seventy-foot (70') Lot within the Subdivision unless otherwise approved by the Architectural Review Committee. Construction of any improvements on any such Newly Created Lots shall be consistent with the construction of improvements on adjacent lots.

Section 25 -- Model Homes. Notwithstanding Section 1 above, the Architectural Review Committee shall have the right to authorize the use of any of the Lots as a model home sites, to be used under such terms and conditions as it may prescribe, which decisions shall not be subject to review. Preferred Builders shall be permitted to construct and operate model homes on lots which they own at their sole discretion.

Section 26 -- Easements Prohibited. No Lot Owner may grant easements across the Owner's lot for ingress and egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Declarant or the Association as required.

Section 27 -- Sidewalks. A five (5) foot wide concrete sidewalk shall be constructed in front of each Owner's Lot within the right-of-way along the front lot line in accordance with the Architectural Review Committee's sidewalk guidelines at the time a house is constructed on the Owner's Lot. All sidewalks are to be constructed in the right-of-way generally six feet (6') from back of curb. Slight variations of this six-foot distance may be needed to avoid utility pedestals. Where storm drain inlets are located, the sidewalk shall abut the back of the inlet. On corner Lots the sidewalk will also be built along the side street and at the corner a handicap ramp to street level is required.

All curbs must be saw cut before being removed to construct driveway and handicap ramps, and shall be repaired in a neat and workmanlike manner. If any Owner fails to timely construct such sidewalk on the Owner's Lot, the Association shall have the right, but not the obligation, to construct the same. In such event, the Owner of such Lot shall reimburse the Association for all costs and expenses thereof, within thirty (30) days after receipt of the invoice for the same. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any such non-payment, the terms and provisions of Article VI, Section 10, shall apply. The Association will construct sidewalks in the Common Areas on an "as needed" basis, as determined in the reasonable discretion of the Board of Directors of the Association. The cost of the installation, maintenance, repair and replacement of such sidewalks as installed by the Association shall be a common expense to be included within the annual and/or special assessments.

Section 28 -- Storm Shutters. The Architectural Review Committee shall have the right, as part of the Architectural Guidelines, to establish specifications for storm and hurricane shutters, which may include color, style and other factors deemed relevant by the Architectural Review Committee. In the event an Owner uses temporary (e.g. plywood) or other than professionally installed permanent storm or hurricane shutters for boarding up or protecting a home during the time of a tropical storm or hurricane, the Owner must remove the same within two weeks after the tropical storm or hurricane.

Section 29 -- Garage Sales. No Lot shall be permitted to have more than two (2) garage, rummage or similar sales during any calendar year. Any such garage, rummage or similar sale shall be held only on Saturday between the hours of 8:00 A.M. and 4:00 P.M.

Section 30 -- Security. In order to enhance security within the Subdivision, the Association has the authority, but not the obligation, to install a guardhouse/gatehouse and/or electronic gates at all entrances and exits to the Subdivision and hire security personnel to man the same and patrol the Common Areas. All costs and expenses of the same shall be included within any annual and/or special assessment levied by the Association.

Section 31 -- Accessory Structures. No accessory structures, whether permanent or temporary, including, but not limited to, storage sheds and greenhouses, shall be placed or constructed on any Lot unless the same is in conformance with the Architectural Guidelines and the plans for the same have been approved by the Architectural Review Committee. All such accessory structures must be architecturally compatible with the home located on such Lot.

Section 32 -- Trees. With the singular exception of pine trees, no tree located on any Lot which has a diameter of six inches (6") or greater, as measured at four feet (4')

above ground level, may be removed or cut by any Owner or any Owner's contractors or subcontractors without the prior written approval of the Architectural Review Committee, unless such tree is located within 5' of the building area or footprint of the proposed residential structure, driveway or sidewalk to be built or located on such Lot. Preferred Builders may clear lots at their sole discretion and in accordance with the respective approved Escambia County building permit for each lot.

Section 33 -- Fines. Failure by an Owner to comply with the terms of this Declaration shall result in a fine payable to the Association by the Owner of said Lot in the amount of \$100 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 twenty (20) 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 members of the Association appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee does not approve the proposed fine by majority vote, it may not be imposed. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This Section shall not apply to a violation which consists only of failure to pay assessments when due.

Section 34 -- Partial Invalidation. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 35 -- Fence Restrictions/Stormwater Maintenance. Fences or other structures shall not be installed in Drainage/Access Easements (Public or Private). Drainage/Access Easements shall be accessible for maintenance at all times. The Association is responsible for the maintenance of all stormwater improvements within Drainage/Access Easements including but not limited to swales, inlets, and piping. The Association is also responsible for the maintenance of all stormwater ponds. There are 10-foot Private Drainage Easements along each side property line, being 5-foot on each lot. Fences or other structures/improvements in these easements shall not impede stormwater flow. These areas shall be maintained by the Owners of the Lots upon which they are located. Declarants hereby reserve unto the Association a right of entry on and across all retention swales and/or Private Drainage Easements for purposes of improving and/or maintaining these areas in the event of a drainage issue caused by negligence of the Owner of the Lot upon which the drainage issue is occurring. The cost incurred by the Association to rectify drainage issues within the Private Drainage Easements shall be assessed to the negligent Lot Owner(s).

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions, this 24 day of August, 2021.

Signed, sealed and delivered in the presence of:

DEVINE FARMS, LLC,
a Florida limited liability company

[Signature]

Print Name: RACHEL REYES

[Signature]

Print Name: Randall Talcott

By: [Signature]

Print Name: Dudley H Greenhut
Its: Managing Partner

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 24 day of August, 2021, by Dudley H. Greenhut, as Managing Member of Devine Farms, LLC, a Florida limited liability company, on behalf of the company, who personally appeared before me and is personally known to me.

[Signature]
Print Name: Debra Wallace
Notary Public for the State of Florida

[NOTARY SEAL]



OFFICIAL SEAL
DEBRA WALLACE
MY COMMISSION EXPIRES
DECEMBER 22, 2024
COMMISSION NO. HH60528

SNS Realty, Inc.,
a Florida corporation

Blake McKinney

Print Name: Blake McKinney

Mary Warrick

Print Name: Mary Warrick

By: *[Signature]*

Print Name: Rodney Sutton

Its: VP

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 24TH day of AUGUST, 2021, by RODNEY SUTTON, as VICE PRES. of SNS Realty, Inc., a Florida corporation, on behalf of the corporation, who personally appeared before me and is personally known to me.

Marie Price
Print Name: MARIE PRICE
Notary Public for the State of Florida

[NOTARY SEAL]

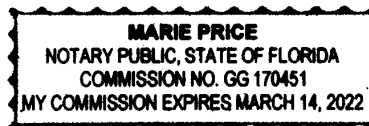


EXHIBIT A**Legal Description of the Property**

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES) (PROJECT No. 2015.035A)

TRACT No. 1

BEGINNING AT A 4" SQUARE CONCRETE MONUMENT (LB NO. 6112) AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 31 WEST; THENCE PROCEED SOUTH 88°20'38" EAST ALONG THE NORTH LINE OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST FOR A DISTANCE OF 53.32 FEET TO A NON-TANGENT POINT ON THE CURVED WESTERLY RIGHT-OF-WAY (R/W) LINE OF HIGHWAY S-97 (100' PUBLIC R/W), SAID POINT BEING A NON-TANGENT POINT ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3869.83 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR A DISTANCE OF 264.60 FEET (DELTA ANGLE = 03°55'03", CHORD DISTANCE = 264.55 FEET; CHORD BEARING = SOUTH 35°54'28" EAST) TO THE SOUTH LINE OF PARCEL 2, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5836 AT PAGE 34 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED NORTH 88°02'07" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 223.19 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID SECTION 35; THENCE DEPARTING SAID SOUTH LINE PROCEED SOUTH 04°00'47" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1099.72 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 35; THENCE DEPARTING SAID EAST LINE PROCEED NORTH 86°33'13" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1900.92 FEET TO THE EAST LINE OF A 70' WIDE GULF SOUTH PIPELINE PARCEL; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 39°53'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1269.28 FEET; THENCE PROCEED NORTH 47°04'00" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1030.04 FEET; THENCE PROCEED NORTH 46°52'56" WEST ALONG SAID EAST LINE FOR DISTANCE OF 318.48 FEET; THENCE PROCEED NORTH 47°16'44" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 714.43 FEET; THENCE PROCEED NORTH 47°02'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 292.00 FEET; THENCE PROCEED NORTH 47°31'23" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 325.64 FEET A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 86°37'33" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 868.84 FEET TO A 1 1/2 INCH DIAMETER IRON PIPE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°52'28" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 1309.80 FEET TO A ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF

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THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 86°51'21" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 962.13 FEET TO THE WEST LINE OF SAWYERS RIDGE, AS RECORDED IN PLAT BOOK 19 AT PAGES 50 AND 50A OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 02°53'54" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 392.91 FEET; THENCE PROCEED SOUTH 39°39'35" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 19.81 FEET; THENCE PROCEED SOUTH 49°11'20" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 77.83 FEET; THENCE PROCEED SOUTH 47°24'18" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 64.21 FEET; THENCE PROCEED SOUTH 38°31'16" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 69.48 FEET TO THE SOUTH LINE OF SAID SAWYERS RIDGE; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 87°02'47" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 193.69 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 30; THENCE DEPARTING SAID SOUTH LINE PROCEED SOUTH 02°56'07" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 2081.64 FEET TO A ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 35; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 86°26'04" EAST ALONG THE NORTH LINE OF SAID SECTION 35 FOR A DISTANCE OF 2650.80 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTIONS 30, 35 & 36 TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 155.04 ACRES MORE OR LESS.

TRACT No. 2

COMMENCE AT A 4" SQUARE CONCRETE MONUMENT (LB NO. 6112) AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 31 WEST, THENCE PROCEED SOUTH 04°00'47" WEST ALONG THE EAST LINE OF SAID SECTION 35 FOR A DISTANCE OF 1308.40 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 35; THENCE DEPARTING SAID EAST LINE PROCEED NORTH 86°33'13" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1997.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86°33'13" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1538.50 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 66°04'15" WEST FOR A DISTANCE OF 471.79 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE PROCEED NORTH 04°09'14" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 134.92 FEET; THENCE DEPARTING SAID WEST LINE PROCEED NORTH 86°33'13" WEST FOR A DISTANCE OF 362.82 FEET; THENCE PROCEED NORTH 66°04'15" WEST FOR A DISTANCE OF 1017.86 FEET TO THE WEST LINE OF SAID SECTION 35; THENCE PROCEED NORTH 03°43'59" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 661.89 FEET TO A LIGHT WOOD STAKE AT THE NORTHWEST CORNER OF SAID

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SECTION 35 ALSO BEING THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST; THENCE DEPARTING SAID WEST LINE PROCEED NORTH 26°03'32" EAST FOR A DISTANCE OF 748.68 FEET; THENCE PROCEED NORTH 00°21'33" EAST FOR A DISTANCE OF 271.58 FEET; THENCE PROCEED NORTH 70°39'25" EAST FOR A DISTANCE OF 273.65 FEET; THENCE PROCEED NORTH 43°30'53" EAST FOR A DISTANCE OF 64.74 FEET TO WEST LINE OF THE 70' WIDE GULF SOUTH PIPELINE PARCEL; THENCE PROCEED SOUTH 47°31'23" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 112.03 FEET; THENCE PROCEED SOUTH 47°02'26" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 291.86 FEET; THENCE PROCEED SOUTH 47°16'44" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 714.34 FEET; THENCE PROCEED SOUTH 46°52'56" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 318.35 FEET; THENCE PROCEED SOUTH 47°04'00" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1025.76 FEET; THENCE PROCEED SOUTH 39°53'26" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1198.84 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTIONS 30 & 35 TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 92.87 ACRES MORE OR LESS.

EXHIBIT B

Articles of Incorporation of the Association

EXHIBIT C

Bylaws of the Association

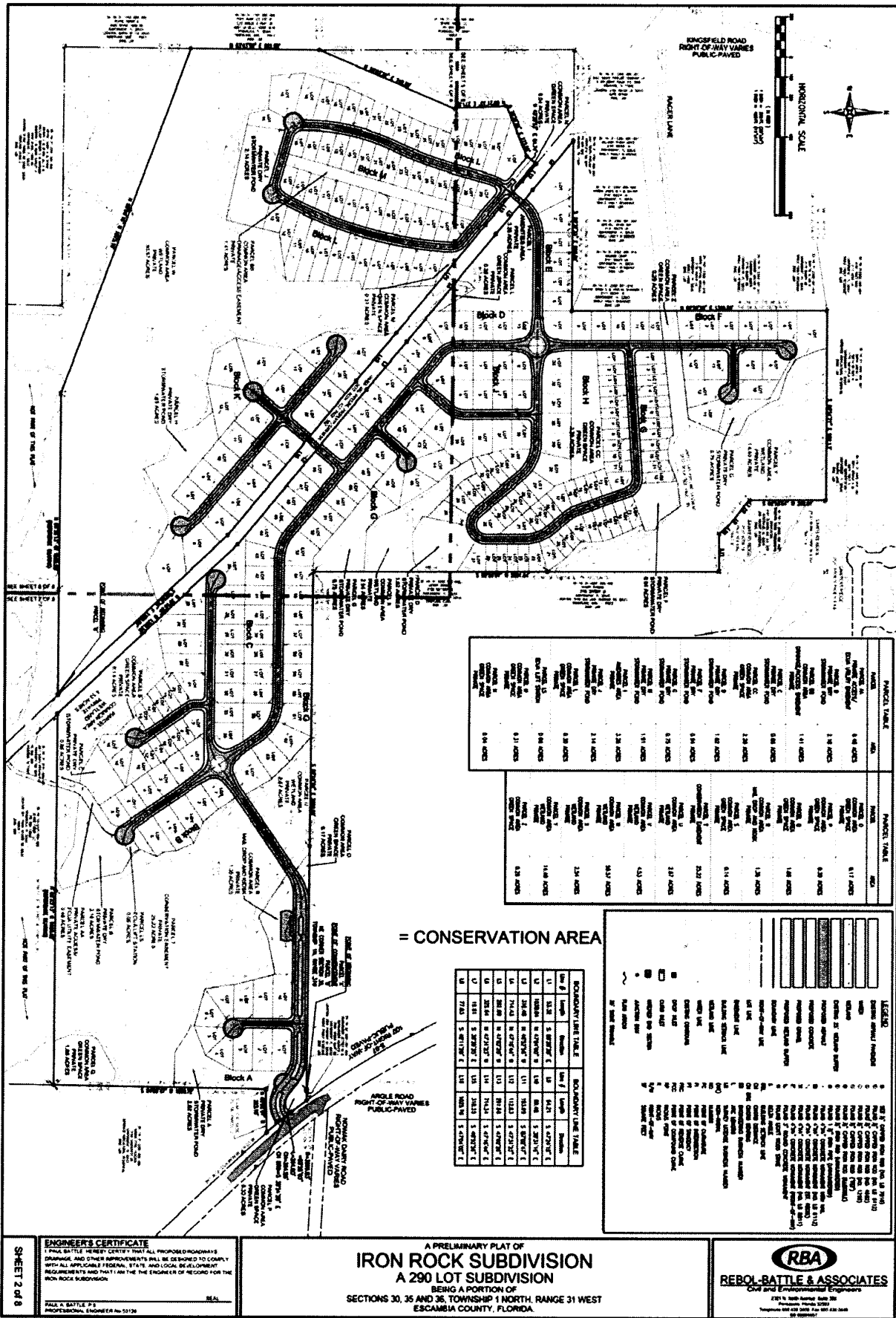
2025 RELEASE UNDER E.O. 14176

EXHIBIT D

Common Areas of the Subdivision

All rights-of-way and Parcels A, B, C, D, E, F, G, H, I, J, M, N, O, P, R, S, Z, BB, and CC as shown on the Plat of Iron Rock, Escambia County, Florida

EXHIBIT E
Conservation Areas



**BYLAWS OF
IRON ROCK HOMEOWNERS ASSOCIATION, INC.**

A Corporation Not For Profit

Article I – Name and Location

This corporation shall be known as IRON ROCK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION." The principal office of the ASSOCIATION shall be located at 120 E. Main Street, Suite A, Pensacola, Florida 32502, but meetings of members and directors may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

Article II – Definitions

Section 1. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Section 2. "MEMBER" shall mean and refer to those persons entitled to membership as provided in the DECLARATION.

Section 3. All other terms used herein shall have the same definitions as set forth in the DECLARATION.

Article III – Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the ASSOCIATION, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7 o'clock p.m., or on such other date and time as the Board of Directors may determine. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote ten percent (10%) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last

appearing on the books of the ASSOCIATION, or supplied by such member to the ASSOCIATION for the purpose of notice. In the alternative, notice may be provided by electronic transmission to any member who has consented in writing to receiving notice by electronic transmission. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, in person or by proxy, thirty percent (30%) of the total votes of all members at the time of the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the DECLARATION or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. The required quorum of a subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

Section 5. Adjourned Meetings. If an annual meeting or special meeting is adjourned to a different date, time or place, then the new date, time or place must be announced at the meeting before it is adjourned. Otherwise, notice of the new time, place or date must be given in the same manner as required for the adjourned meeting.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 7. Voting. At all meetings of members where a quorum has been attained, those members present in person or by proxy may vote in the manner set forth in the DECLARATION and a simple majority of the voting interests present in person or by proxy shall be required on any action unless otherwise provided in the Articles of Incorporation, the DECLARATION, or these Bylaws.

Article IV – Board of Directors

Section 1. Number. The affairs of this ASSOCIATION shall be initially managed by a Board of three (3) directors, who need not be members of the ASSOCIATION. There shall never be less than three (3) directors, nor more than seven (7). The number of directors may be changed by a majority vote of the Board of Directors.

Section 2. Term of Office. Directors shall be elected at the annual meeting and shall serve for a term of three (3) years or until their successors are duly elected. The initial Board of Directors may set the first term of one-third (or in its discretion approximately one-third) of the members of the Board of Directors at one year, one-third at two years, and one-third at three years so that one-third of the Board of Directors will be up for election or re-election each year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Board of Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the ASSOCIATION. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Article V – Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the ASSOCIATION. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Elections. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the DECLARATION. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VI – Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the ASSOCIATION, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Notice to Members. All meetings of the Board of Directors shall be open to all members, except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion would be governed by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the subdivision at least 48 hours in advance of a meeting, except in an emergency. If notice is not posted in a conspicuous place in the subdivision, notice of each board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. If the meeting for which the notice is being provided shall be for the purpose of acting on assessments, the notice shall include a statement that assessments will be considered and the nature of the assessments to be considered.

Section 4. Voting. Directors may not vote by proxy or by secret ballot at board meetings, except a secret ballot may be used when electing officers.

Section 5. Miscellaneous. The voting and notice requirements set forth in this Article shall also apply to the meetings of any committees authorized by the Board of Directors including the Architectural Review Committee.

Section 6. Minutes. Minutes of all meetings of the Board of Directors and committees must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes must reflect the action taken by the Board, or committee, including the recording of votes or the abstention from voting on each matter voted upon for each director present or for each committee member present.

Article VII – Powers and Duties of the Board of Directors Including Fiscal Matters

Section 1. Powers. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the common area and facilities;
- b. Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the ASSOCIATION.
- c. Exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to this ASSOCIATION and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the DECLARATION;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e. Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

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

- a. Make available to lot owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of the DECLARATION, Bylaws, other rules concerning the project and the books, records and financial statements of the ASSOCIATION. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances;
- b. Supervise all officers, agents and employees of this ASSOCIATION, and to see that their duties are properly performed;
- c. As more fully provided in the DECLARATION, to:
 1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- d. Issue, or to cause an appropriate officer to issue, upon demand by any person a sealed certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a sealed certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- e. Procure and maintain in effect casualty and liability insurance and fidelity bond coverage together with such additional coverages as the ASSOCIATION's Board of Directors may determine;
- f. Cause the common area and properties to be maintained;
- g. Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the Class A members who are entitled to vote.

Section 3. Budget. The ASSOCIATION shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The ASSOCIATION shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member within ten (10) business days after receipt of a written request therefor.

Section 4. Financial Reporting. The ASSOCIATION shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The ASSOCIATION shall, within ten (10) business days after completion of the annual financial report, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- a. Financial statements presented in conformity with generally accepted accounting principles; or
- b. A financial report of actual receipts and expenditures, cash basis, which report must show:
 1. The amount of receipts and expenditures by classification; and
 2. The beginning and ending cash balances of the ASSOCIATION.

Article VIII – Officers and Their Duties

Section 1. Enumeration of 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, a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the annual membership meeting.

Section 3. Term. The officers of this ASSOCIATION shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the ASSOCIATION may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;

Vice-President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the ASSOCIATION and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the ASSOCIATION together with their addresses; and shall perform such other duties as required by the Board;

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the ASSOCIATION and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the ASSOCIATION; keep proper books of account; cause an annual audit of the ASSOCIATION books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

Article IX - Official Records

Section 1. The ASSOCIATION shall maintain each of the following items which constitute the "Official Records" of the ASSOCIATION:

- a. Copies of any plans, specifications, permits and warranties relating to improvements constructed on the Common Area or other property that the ASSOCIATION is obligated to maintain, repair or replace.
- b. A copy of the Bylaws of the ASSOCIATION and of each amendment thereto.
- c. A copy of the Articles of Incorporation of the ASSOCIATION and each amendment thereto.
- d. A copy of the DECLARATION.
- e. A copy of the current rules of the ASSOCIATION.
- f. The minutes of all meetings of the Board of Directors and of the members and of any committees appointed by the Board which minutes must be retained for at least seven (7) years.
- g. A current roster of all members and their mailing addresses and lot designations.
- h. All of the ASSOCIATION's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- i. A copy of all contracts to which the ASSOCIATION is a party, including, without limitation, any management agreement, lease, or other contract under which the ASSOCIATION has an obligation or responsibility. Bids received by the ASSOCIATION for work to be performed must also be considered Official Records and must be kept for a period of one (1) year.
- j. The financial and accounting records of the ASSOCIATION, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
 1. Accurate, itemized and detailed records of all receipts and expenditures.
 2. A current account and periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

3. All tax returns, financial statements and financial reports of the ASSOCIATION.
4. Any other records that identify, measure, record, or communicate financial information.

Section 2. The Official Records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This Section may be complied with by having a copy of the Official Records available for inspection or copying in the subdivision.

Section 3. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the cost of copying. The ASSOCIATION shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

Article X – Assessments

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late charge of ten percent (10%) of the assessment amount shall be due and the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors, through its officers, may cause to be filed in the public records of Escambia County, Florida, a lien certificate evidencing the lien against the lot as provided for in the DECLARATION. The ASSOCIATION may bring an action at law against the member personally obligated to pay the assessment and/or foreclose the lien against the property, and all interest, costs and reasonable attorney's fees of either such action shall be added to the amount of such assessment and shall be included in the lien. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Article XI – Corporate Seal

The ASSOCIATION shall have a seal in circular form having within its circumference the words: IRON ROCK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

Article XII – Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a majority vote of members at a duly called meeting at which a quorum is present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflicts between the DECLARATION and these Bylaws, the DECLARATION shall control.

Section 3. No amendment which affects the Declarant's rights prior to the owners obtaining control of the ASSOCIATION shall be effective without the written consent of the Declarant.


Article XIII – Committees

The ASSOCIATION shall appoint an Architectural Control Committee as provided in the DECLARATION and a Nominating Committee as provided in these Bylaws. The initial members of the Architectural Control Committee shall be appointed as set forth in the DECLARATION and they shall continue to serve until removed by the Board of Directors, subject to the limitations and provisions set forth in the DECLARATION. In addition, the Board of Directors shall appoint other committees as deemed appropriate to carry out its purposes.

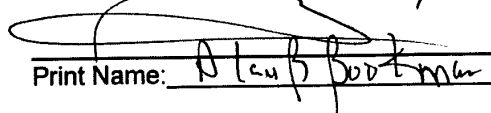
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 25 day of June, 2020.

Signed, sealed and delivered
in the presence of:

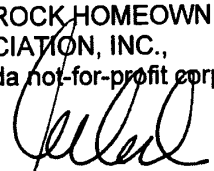
IRON ROCK HOMEOWNERS
ASSOCIATION, INC.,
a Florida not-for-profit corporation



Print Name: Blake McKinney



Print Name: Neal B. Nash

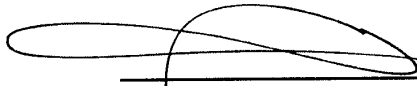
By: 

Its: Neal B. Nash
President

BK: 8727 PG: 43


STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me on this the 25 day of June, 2020, by Neal B. Nash, as President of IRON ROCK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who personally appeared before me and is personally known to me.



Print Name: Alan Bart Bookman
Notary Public for the State of Florida

[NOTARY SEAL]

 ALAN BART BOOKMAN
Notary Public, State of Florida
My Comm. Expires Apr. 24, 2023
Commission No. GG304676

Prepared By:
Alan B. Bookman, of
Emmanuel Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

ARTICLES OF INCORPORATION
OF
IRON ROCK HOMEOWNERS ASSOCIATION, INC.
A Florida Not-for-Profit Corporation

ARTICLE I – NAME

This corporation shall be known as IRON ROCK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION." The principal office of the ASSOCIATION shall be located at 120 E. Main Street, Suite A, Pensacola, Florida 32502, but meetings of the members and directors may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

ARTICLE II – REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office is 120 E. Main Street, Suite A, Pensacola, Florida 32502. 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. The name of the initial registered agent is Rodney A. Sutton.

ARTICLE III – PURPOSES AND POWERS

The purpose for which this ASSOCIATION is organized is to create an entity which can provide for maintenance and architectural control of Iron Rock Subdivision (the "Subdivision") and common properties and architectural control of the residential lots within that certain tract of property described as follows, to-wit:

See Exhibit "A".

Together with any and all other property added to the control of the ASSOCIATION by amendment to the Declaration of Covenants, Conditions and Restrictions 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 that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "DECLARATION," applicable to the property and recorded in the Public Records of Escambia County, Florida, as same may be amended from time to time as therein provided, said DECLARATION being incorporated herein as if set forth at length;
- b. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the DECLARATION, to 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 for 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 to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members 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 such merger, consolidation, or annexation shall have the consent of two-thirds (2/3) of each class of members except that for a period of two years after recording the plat, the Declarant may annex additional property as provided in the DECLARATION;

g. Have and exercise any and all powers, rights and privileges which a corporation not for profit and homeowners' associations organized under the 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 who 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.

ARTICLE V – VOTING RIGHTS/TRANSITION OF CONTROL

The ASSOCIATION shall have two 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. Class B members shall be the Declarant, as defined in the DECLARATION, who shall be entitled to ten (10) votes for each lot owned, as set forth in the DECLARATION. Class B membership shall cease and be converted to Class A membership on the date when Declarant ceases to own at least 50 lots in the Subdivision.

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 are Neal B. Nash, 120 E. Main Street, Suite A, Pensacola, Florida 32502.

ARTICLE VIII – BOARD OF DIRECTORS

The business affairs of this ASSOCIATION shall be managed by the Board of Directors, which shall initially consist of three (3) members. The number of Directors may be increased or decreased from time to time as provided in the Bylaws, 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 and shall serve for a term as set forth in the Bylaws.

The President of the ASSOCIATION shall at all times be a member of the Board of Directors, and members of the Board of Directors shall be elected and hold office in accordance with the Bylaws.

The names and street addresses of the persons who are to serve as the first Board of Directors of the corporation are:

Neal B. Nash
120 E. Main St
Suite A
Pensacola, Florida 32502

Rodney A. Sutton
120 E. Main St
Suite A
Pensacola, Florida 32502

Eric J. Nickelsen
120 E. Main St
Suite A
Pensacola, Florida 32502

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 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, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to 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 after five (5) years from date of filing these Articles of Incorporation with the Secretary of State, State of Florida.

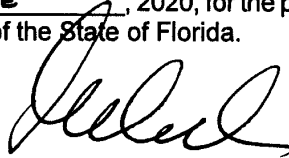
ARTICLE XII – DEFINITIONS

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

ARTICLE XIII – FHAVA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties (except as provided in the DECLARATION), mergers and consolidations, mortgaging of common area, dedication of common area, and dissolution and amendment of these Articles.

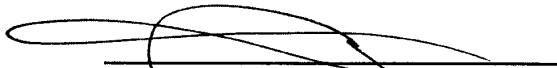
IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 25 day of June, 2020, for the purpose of forming this corporation not for profit under the laws of the State of Florida.



Neal B. Nash, Incorporator

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing was acknowledged before me this 25 day of June, 2020, by Neal B. Nash, who personally appeared before me and is personally known to me.



Print Name: Alan Bart Bookman
Notary Public for the State of Florida

[NOTARY SEAL]



ALAN BART BOOKMAN
Notary Public, State of Florida
My Comm. Expires Apr. 24, 2023
Commission No. GG304678

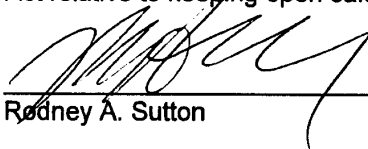
REGISTERED AGENT'S CERTIFICATE

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

IRON ROCK HOMEOWNERS 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, in Pensacola, Escambia County, Florida, has named Rodney A. Sutton, 120 E Main Street, Suite A, Pensacola, Florida 32502, as its agent to accept service of process within this State.

Acknowledgment and Acceptance

Having been named to accept service of process for the above stated corporation (or Association) at the place designated in this Certificate, I hereby accept such designation and agree to comply with the provisions of said Act relative to keeping open said office.



Rodney A. Sutton

Prepared By:
Alan B. Bookman, of
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30 South Spring Street
Pensacola, FL 32502

EXHIBIT A**Description of the Property**

TRACT No. 1

BEGINNING AT A 4" SQUARE CONCRETE MONUMENT (LB NO. 6112) AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 31 WEST, THENCE PROCEED SOUTH 88°20'38" EAST ALONG THE NORTH LINE OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST FOR A DISTANCE OF 53.32 FEET TO A NON-TANGENT POINT ON THE CURVED WESTERLY RIGHT-OF-WAY (R/W) LINE OF HIGHWAY S-97 (100' PUBLIC R/W), SAID POINT BEING A NON-TANGENT POINT ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3869.83 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR A DISTANCE OF 264.60 FEET (DELTA ANGLE = 03°55'03", CHORD DISTANCE = 264.55 FEET; CHORD BEARING = SOUTH 35°54'28" EAST) TO THE SOUTH LINE OF PARCEL 2, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5836 AT PAGE 34 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED NORTH 88°02'07" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 223.19 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID SECTION 35; THENCE DEPARTING SAID SOUTH LINE PROCEED SOUTH 04°00'47" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1099.72 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 35; THENCE DEPARTING SAID EAST LINE PROCEED NORTH 86°33'13" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1900.92 FEET TO THE EAST LINE OF A 70' WIDE GULF SOUTH PIPELINE PARCEL; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 39°53'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1269.28 FEET; THENCE PROCEED NORTH 47°04'00" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1030.04 FEET; THENCE PROCEED NORTH 46°52'56" WEST ALONG SAID EAST LINE FOR DISTANCE OF 318.48 FEET; THENCE PROCEED NORTH 47°16'44" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 714.43 FEET; THENCE PROCEED NORTH 47°02'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 292.00 FEET; THENCE PROCEED NORTH 47°31'23" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 325.64 FEET A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 86°37'33" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 868.84 FEET TO A 1 1/2 INCH DIAMETER IRON PIPE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°52'28" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 1309.80 FEET TO A ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 86°51'21" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 962.13 FEET TO THE WEST LINE OF SAWYERS RIDGE, AS RECORDED IN PLAT BOOK 19 AT PAGES 50 AND 50A OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 02°53'54" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 392.91 FEET; THENCE PROCEED SOUTH 39°39'35" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 19.81 FEET; THENCE PROCEED SOUTH 49°11'20" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 77.83 FEET; THENCE PROCEED SOUTH 47°24'18" EAST ALONG SAID WEST

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LINE FOR A DISTANCE OF 64.21 FEET; THENCE PROCEED SOUTH 38°31'16" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 69.48 FEET TO THE SOUTH LINE OF SAID SAWYERS RIDGE; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 87°02'47" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 193.69 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 30; THENCE DEPARTING SAID SOUTH LINE PROCEED SOUTH 02°56'07" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 2081.64 FEET TO A ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 35; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 86°26'04" EAST ALONG THE NORTH LINE OF SAID SECTION 35 FOR A DISTANCE OF 2650.80 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTIONS 30, 35 & 36 TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 155.04 ACRES MORE OR LESS.

TRACT No. 2

COMMENCE AT A 4" SQUARE CONCRETE MONUMENT (LB NO. 6112) AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 31 WEST, THENCE PROCEED SOUTH 04°00'47" WEST ALONG THE EAST LINE OF SAID SECTION 35 FOR A DISTANCE OF 1308.40 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 35; THENCE DEPARTING SAID EAST LINE PROCEED NORTH 86°33'13" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1997.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86°33'13" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1538.50 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 66°04'15" WEST FOR A DISTANCE OF 471.79 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE PROCEED NORTH 04°09'14" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 134.92 FEET; THENCE DEPARTING SAID WEST LINE PROCEED NORTH 86°33'13" WEST FOR A DISTANCE OF 362.82 FEET; THENCE PROCEED NORTH 66°04'15" WEST FOR A DISTANCE OF 1017.86 FEET TO THE WEST LINE OF SAID SECTION 35; THENCE PROCEED NORTH 03°43'59" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 661.89 FEET TO A LIGHT WOOD STAKE AT THE NORTHWEST CORNER OF SAID SECTION 35 ALSO BEING THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST; THENCE DEPARTING SAID WEST LINE PROCEED NORTH 26°03'32" EAST FOR A DISTANCE OF 748.68 FEET; THENCE PROCEED NORTH 00°21'33" EAST FOR A DISTANCE OF 271.58 FEET; THENCE PROCEED NORTH 70°39'25" EAST FOR A DISTANCE OF 273.65 FEET; THENCE PROCEED NORTH 43°30'53" EAST FOR A DISTANCE OF 64.74 FEET TO WEST LINE OF THE 70' WIDE GULF SOUTH PIPELINE PARCEL; THENCE PROCEED SOUTH 47°31'23" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 112.03 FEET; THENCE PROCEED SOUTH 47°02'26" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 291.86 FEET; THENCE PROCEED SOUTH 47°16'44" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 714.34 FEET; THENCE PROCEED SOUTH 46°52'56" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 318.35 FEET; THENCE PROCEED SOUTH 47°04'00" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1025.76 FEET; THENCE PROCEED SOUTH 39°53'26" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1198.84 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTIONS 30 & 35 TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 92.87 ACRES MORE OR LESS.