

This Instrument Prepared By:
Suzanne Blankenship, Esquire
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32503
Our File No. 19086-160923

CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HAWKS LANDING SUBDIVISION
(INCLUDING ANNEXATIONS OF PHASES 2 AND 3)

Note to Recorder: Pursuant to Fla. Stat. 712.05(2)(b), please index under the legal name of Hawks Landing Owners Association, Inc. for the preservation of the Declaration of Covenants, Conditions and Restrictions of Hawks Landing Subdivision, recorded in Official Records Book 3598, Page 1189; First Amendment to Declaration of Covenants Conditions and Restrictions of Hawks Landing Subdivision (annexation of Phase 2) at OR Book 3774, Page 1015; First Amendment to Declaration of Covenants Conditions and Restrictions of Hawks Landing Subdivision (annexation of Phase 2) at OR Book 3780, Page 1465; and Second Amendment to Declaration of Covenants Conditions and Restrictions of Hawks Landing Subdivision (annexation of Phase 3) at OR Book 3855, Page 1472, all in the Public Records of Santa Rosa County, Florida.

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Hawks Landing Subdivision (including all amendments thereto, including but not limited to, Annexations of Phases 2 and 3) by vote of the Members having sixty-seven percent (67%) of the voting interests in Hawks Landing Owners Association, Inc. ("Association"), as provided in the amendment provisions in the Declaration (as defined below) in Article Nine, Section 9.06;

WHEREAS, this Amendment also serves to protect these covenants, recorded in the Public Records of Santa Rosa County at the Official Records Books and Pages set forth below, from extinguishment under the Marketable Record Title Act pursuant to Fla. Stat. 712.05(2)(b);

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Hawks Landing Subdivision (known collectively as the "Declaration", including all amendments, ratifications and supplements), was recorded in the Public Records of Santa Rosa County, Florida at Official Records Book 3598, Page 1189;

WHEREAS, the First Amendment to Declaration of Covenants Conditions and Restrictions of Hawks Landing Subdivision (annexation of Phase 2) was recorded in the Public Records of Santa Rosa County, Florida at Official Records at OR Book 3774, Page 1015;

WHEREAS, the First Amendment to Declaration of Covenants Conditions and Restrictions of Hawks Landing Subdivision (annexation of Phase 2) was recorded in the Public Records of Santa Rosa County, Florida at Official Records at OR Book 3780, Page 1465;

WHEREAS, the Second Amendment to Declaration of Covenants Conditions and Restrictions of Hawks Landing Subdivision (annexation of Phase 3) was recorded in the Public Records of Santa Rosa County, Florida at Official Records at OR Book 3855, Page 1472;

WHEREAS, the members of the Association desire to revise and restate the Declaration; and

WHEREAS, the Association and its members wish to amend and incorporate all provisions of Chapter 720, as amended from time to time, specifically into the Declaration and which shall control in the event of any conflict herein.

NOW THEREFORE, the Association records the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Hawks Landing Subdivision attached to this instrument and incorporated herein as **Exhibit "1"** by vote of the Members having sixty-seven percent (67%) of the voting interests in Hawks Landing Owners Association, Inc. at the Special Member Meeting held June 12, 2024.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed in its name by its President and attested to by its Secretary, this 23 day of July, 2024.

Witnesses:

Lindsay Boulter
 Print Name: Lindsay Boulter
 Address: 30 S. Spring St.
Pensacola, FL 32502
Sheri Alexander
 Address: 30 S. Spring St.
Pensacola, FL 32502

HAWKS LANDING OWNERS
 ASSOCIATION, INC.

Justin Medlin
 By: Justin Medlin, President
 c/o MyHomeSpot.com
 225 N Pace Blvd.
 Pensacola, FL 32505

STATE OF FLORIDA
 COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2024, by Justin Medlin, President of Hawks Landing Owners Association, Inc.

Lindsay Boulter
 NOTARY PUBLIC

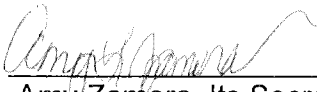
☐ Personally Known
 OR

☒ Produced Identification

Type of Identification Produced FL Drivers License



LINDSAY D. BOULTER
 Notary Public, State of Florida
 My Comm. Expires Sept. 23, 2026
 Commission No. HH 288435


ATTEST: 
Amy Zamora, Its Secretary
c/o MyHomeSpot.com
225 N Pace Blvd.
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2024, by Amy Zamora, Secretary of Hawks Landing Owners Association, Inc.


NOTARY PUBLIC

☐ Personally Known
OR
☒ Produced Identification
Type of Identification Produced FL Drivers License

 LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2026
Commission No. HH 288435

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HAWKS LANDING SUBDIVISION

Per Florida Statute 720.306(1)(e): Substantial rewording. See governing documents for current text.

On February 13, 2017, Declarant recorded in Map Book 12, Page 45-46 for Phase 1, of the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida, a subdivision plat of Hawks Landing Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Santa Rosa County, Florida, as more specifically described in Exhibit "A" hereto.

The real property shown on the Plat of Subdivision described above was developed as a single subdivision known as Hawks Landing together with certain additional parcels of real property owned by Declarant, as more specifically described in Exhibit "B" hereto (the "Additional Phases"), as platted and recorded in Map Book 12, Page 79 for Phase 2 and Map Book 12, Page 91 for Phase 3, and such Additional Phases were made subject to the Declaration.

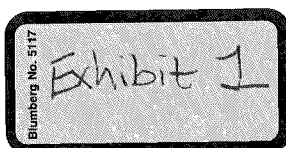
Declarant declared that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes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

ARTICLE ONE
GENERAL PROVISIONS

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

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

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



- (a) "Additional Property" shall have the meaning given such term in Section 10.02 hereof.
- (b) "Adult" means a person of age twenty-one (21) or older.
- (c) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (d) "Articles of Incorporation" means the Articles of Incorporation of Hawks Landing Owners Association, Inc., a Florida non-profit corporation, as filed in the records of the Florida Department of State, Division of Corporations, as the same may hereafter be amended, altered or repealed from time to time, a copy of which is attached hereto as Exhibit "C".
- (e) "Association" means Hawks Landing Owners Association, Inc., a Florida non-profit corporation.
- (f) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (g) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (h) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time, a copy of which is attached hereto as Exhibit "D".
- (i) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.
- (j) "Community Property" means all of the Lots and the Common Area, collectively.
- (k) "Declarant" means Hawks Landing (FL) 2015, LLC, an Alabama Limited Liability Company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.

- (l) "House" or "Home" means any single-family dwelling unit situated upon a Lot.
- (m) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (n) "Member" means every person or entity who is a member of the Association.
- (o) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (p) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (q) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (r) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (s) "Subdivision" means Hawks Landing, a subdivision as shown on the Plat of Subdivision, plus any Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (t) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Santa Rosa County, Florida, (ii) any event described in Florida Statutes, Section 720.307(1), or (iii) January 31, 2036; provided however, in the event of a conflict between the Florida Statutes and the foregoing, the applicable Florida Statutes controls.

ARTICLE TWO **COMMON AREA**

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible

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

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

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

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

2.05 Easements.

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

(b) Structures. No dwelling unit, house, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said

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

- (c) Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

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

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

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

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

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

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

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

3.05 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for common expenses.

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

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements to the Common Area, and (3) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and Governmental Assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorneys' fees, and then to the delinquent assessments. Each such assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title.

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

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair, and replacement (as applicable) of any improvements located on the Common Areas, and any and all other expenses of the Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth in the Articles of Incorporation. The amount of assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual assessment period. The annual assessment period shall be for the calendar year. Increases to annual assessments by the Board of Directors shall be limited to 10 percent (10%) above the prior year's operating budget unless approved

prior to the beginning of any fiscal calendar year by the affirmative vote or by the written consent of the Members holding a majority of the voting rights in the Association.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy special assessments; provided, however, that the total of all such special assessments for any given calendar year shall not exceed \$100 per Lot, unless such special assessments in excess of such total are approved by the affirmative vote or by the written consent of the Members holding a majority of the voting rights in the Association.

4.05 Date of Commencement of Assessments and Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subjected thereto. The Board of Directors shall determine if annual and special assessments will be collected annually, quarterly or at some other interval and shall set due dates for assessment payments. If the Board of Directors does not fix an annual assessment in advance of any annual assessment period, the annual assessment for the period will be the same as for the prior period until the Board fixes a new annual assessment amount.

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

4.07 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, except for any Governmental Assessment, shall be subordinate to

the lien of any first mortgage on a Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer. The lien of the Association is perfected upon recording a claim of lien in the Public Records of Santa Rosa County, Florida, stating the description of the Lot, the name of the record owner, the name and address of the Association, the assessment amounts due and the due dates.

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

- (a) An Owner, regardless of how his or her title to a Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments, including any Governmental Assessment, which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous owner for all unpaid assessments, including any Governmental Assessment, that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner.
- (b) The liability of a first mortgagee, or its successor or assignees as a subsequent holder of a first mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, is limited to the lesser of:
 - 1. The Lot's unpaid common expenses and regular periodic or special assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
 - 2. One percent (1%) of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

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

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

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

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

ARTICLE SIX

ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review

Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of the same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

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

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

ARTICLE SEVEN
USE RESTRICTIONS

7.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

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

7.03 Signs. No sign of any kind shall be displayed on any Lot, except for the following:

- a) A "for sale" sign less than four (4) square feet.
- b) A sign provided by a contractor for security purposes that is 12 inches x 12 inches or less and is placed within 10 feet of the front entrance to the Home.
- c) A "No Soliciting" sign that is 12 inches x 12 inches or less and is placed within 10 feet of the front door to the Home.
- d) A temporary (30 days or less) school spirit sign(s) denoting a special occasion such as an athletic event, graduation, or other scholastic achievement.
- e) Any flags that may be displayed in accordance with Florida Statutes.

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

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

- a) Any House shall contain a minimum of one thousand four hundred (1,400) square feet of heated and cooled living space.
- b) No House may exceed two (2) habitable stories above grade.
- c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review

Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof.

- d) The residential structure may contain a garage; provided however, that no garage may have a flat roof and any such garage shall be in conformity with the general architecture of the primary residential building or structure. Carports are strictly prohibited.
- e) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- g) Pursuant to Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS"). The rule (47 C.F.R. Section 1.4000) prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. Therefore, any such devices must be located to eliminate or minimize visibility from the street, common areas or adjoining Lots to the extent that such restriction does not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal. To protect the health and safety of all Owners and occupants, any such installations must comply with applicable fire codes, maintain a safe distance from power lines, and be properly secured.
- h) No plumbing or heating vent shall be placed on the front side of any roof. All vents protruding from roofs shall be painted the same color as the roof covering.
- i) Driveways and sidewalks must be made of concrete and in no event may any Driveway be painted, scored or otherwise colored.
- j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot.

- k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- l) Walls or fences constructed or erected on any Lot, as approved by the Architectural Review Committee, shall be: (i) masonry or stone landscaping or retaining walls at a height to be determined by the ARC and/or (ii) wood or vinyl fencing at a height of six (6) feet. No fence shall be constructed from the front property line to five (5) feet behind the corner of the house nearest front property line, and in no case shall any fence on a Lot extend beyond the front wall of the house on such Lot or the front wall of a Home on any adjacent Lot.
- m) No outside clothes lines shall be permitted unless screened from view from the front lot line and any adjacent lot boundaries and in compliance with Florida Statute 163.04. All Lots shall be properly grassed in the entire designated yard area by sodding and fully landscaped as determined by the ARC upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any grass, landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition. Driveways, sidewalks, curbs and flowerbeds shall be edged and kept free of weeds and debris. Notwithstanding the foregoing, nothing in this subsection shall be construed to prohibit any Owner from implementing Florida-friendly landscaping, as defined under Florida law, on his or her Lot or create any requirement or limitation in conflict with part II of Chapter 373 of the Florida Statutes.
- n) Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept in accordance with all applicable federal, state, and local laws, permits, regulations, and ordinances, provided that they are not kept, bred or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times as required by law and subject to local government enforcement.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in waste company provided sanitary containers. No more than two (2) of such waste containers may be visible and shall be kept at the end of the driveway closest to the house and farthest from the front lot line, in the garage, or placed

on the side or rear of the house. Waste Containers shall not be left in the street except as required for days designated by the waste company as waste pickup days.

7.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) no more than either nine (9) feet in height; (b) located upon the backyard of such Lot; (c) enclosed on all sides by a wooden fence of at least six (6) feet in height; (d) of the same architecture and character of the House located on such Lot; and, (e) approved by the Architectural Review Committee.

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

7.10 Vehicles.

- a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, unless such vehicles are parked in an enclosed garage or other appropriate storage device or screen area approved in advance by the Architectural Review Committee, behind a privacy fence no less than six (6) feet in height, or in some other manner so as not to be visible from the Lot's frontage or an adjacent parcel. Notwithstanding anything to the contrary in this Section, Section 720.3045, Florida Statutes, as amended from time to time, is incorporated herein by reference.
- b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete ARC-approved improvements.
- c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages or basements or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.
- d) No permanent parking on streets is allowed. Parking in any portion of the yards which is visible from the Lot's frontage or an adjacent parcel is strictly prohibited.
- e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.

- f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Lot only at such a location as to not interfere with the flow of traffic in the Subdivision, and such vehicle shall not be parked on the streets and roads of the Subdivision. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.
- (d) In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provisions of Santa Rosa County, and its applicable building code.

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

7.13 Commercial Activity. No commercial activities of any kind whatsoever shall be conducted in any building or in any portion of any Lot; provided, however, that an Owner may conduct a business entirely within his Home so long as such business uses only ten percent (10%) of the total square footage of such Home and so long as such business is secondary to the use of the Lot for residential purposes.

7.14 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

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

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

7.17 Firearms and Fireworks. The display or discharge of firearms on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size. Fireworks are strictly prohibited except when used solely and exclusively during a designated holiday as defined under Florida law to include only New Year's Day; January 1; Independence Day, July 4; or New Year's Eve, December 31, pursuant to Section 791.08, Florida Statutes, as such Section may be amended from time to time.

7.18 No hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any porches, patios, or railings. Items may be hung out or exposed in the backyard area, obscured from view by a fence.

7.19 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosine, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.20 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.21 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.22 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut

without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

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

7.24 Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be of and equipped and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, (a) above ground pools are expressly prohibited, and (b) pools may be screened, but the screening materials shall be black or match the trim of the house and must be approved by the Architectural Review Committee prior to any commencement of construction. As an exception to the foregoing, temporary "kiddie" pools are permitted without Architectural Review Committee permission but must be placed in the backyard area, be less than 6 feet wide by 6 feet long by 2 feet tall and contain less than 500 gallons of water.

ARTICLE EIGHT **ADDITIONAL RESTRICTIONS**

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. No such lease shall be for less than one (1) year. Further, all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder.

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

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

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

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

ARTICLE NINE **ENFORCEMENT; DURATION; AMENDMENT**

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

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

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

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

9.06 Amendments. This Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members.

ARTICLE TEN **INSURANCE; CASUALTY**

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

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

10.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

10.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within

such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE ELEVEN **MISCELLANEOUS**

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

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

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

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

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

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

11.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or

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

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

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed in its name by its President and attested to by its Secretary, this 23rd day of July, 2024.

Witnesses:

HAWKS LANDING OWNERS
ASSOCIATION, INC.

Print Name: Lindsay Boulter

Address: 30 S. Spring St
Pensacola, FL 32502

Sh. Alex / Sheri Alexander
Address: 30 S. Spring St.
Pensacola FL 32502

By: Justin Medlin, President
c/o MyHomeSpot.com
225 N Pace Blvd.
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 23rd day of July, 2024, by Justin Medlin, President of Hawks Landing Owners Association, Inc.

NOTARY PUBLIC

 Personally Known

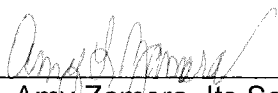
OR

X Produced Identification

Type of Identification Produced FL Drivers License



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2026
Commission No. HH 288435

ATTEST: 
Amy Zamora, Its Secretary
c/o MyHomeSpot.com
225 N Pace Blvd.
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2024, by Amy Zamora, Secretary of Hawks Landing Owners Association, Inc.


NOTARY PUBLIC

☐ Personally Known
OR

☒ Produced Identification
Type of Identification Produced FL Drivers License


 LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2026
Commission No. HH 288435

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Hawks Landing Subdivision as shown on the plat recorded in Plat Book 12, Page 45, 44 in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida.

Also Described As:

A PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 29 WEST LYING IN SANTA ROSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 29 WEST AND RUN THENCE NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 722.63 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED: THENCE RUN SOUTH 00 DEGREES 01 MINUTES 03 SECONDS WEST, A DISTANCE OF 122.50 FEET; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST, A DISTANCE OF 27.35 FEET; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 03 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST, A DISTANCE OF 95.03 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 38 SECONDS WEST, A DISTANCE OF 923.04 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 94.97 FEET; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 36.67 FEET; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 120.00 FEET TO THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5; THENCE ALONG SAID SOUTH LINE RUN NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 268.31 FEET TO THE EASTERLY RIGHT-OF-WAY OF CHUMUCKLA HIGHWAY (STATE ROAD NO. 197, 100' WIDE RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN NORTH 39 DEGREES 04 MINUTES 22 SECONDS WEST, A DISTANCE OF 1617.38 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF PACE MILL CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, AT PAGES 31 AND 32 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PLAT OF PACE MILL CREEK RUN NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 435.88 FEET; THENCE RUN NORTH 00 DEGREES 02 MINUTES 56 SECONDS WEST, A DISTANCE OF 30.03 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE ALONG SAID NORTH LINE RUN SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST, A DISTANCE OF 862.79 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 25.95 ACRES, MORE OR LESS, AND LIES IN SECTION 5, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA.

A-1



EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PHASES

The following real property located in Santa Rosa County, Florida, less and except any portion thereof located within the Hawks Landing Subdivision as shown on the plat recorded in Plat Book 12, Page 45, 46 in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida:

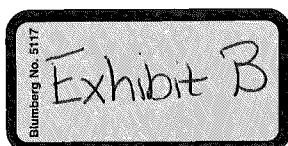
BEGIN AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 05 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SECTION 5, FOR A DISTANCE OF 1285.59 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5; THENCE GO NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 999.72 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CHUMUCKLA HIGHWAY (STATE ROAD NO. 197, 100' RIGHT-OF-WAY); THENCE GO NORTH 39 DEGREES 03 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1617.45 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF PACE MILL CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, AT PAGES 31-32, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST ALONG A SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 435.81 FEET TO A SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE GO NORTH 00 DEGREES 01 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET TO AN INTERIOR CORNER OF SAID SUBDIVISION, SAID POINT BEING ON THE NORTH LINE OF AFORESAID SECTION 5; THENCE GO SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST ALONG A SOUTH LINE OF SAID SUBDIVISION AND ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1585.38 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT:

A PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 29 WEST LYING IN SANTA ROSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 29 WEST AND RUN THENCE NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 722.63 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 03 SECONDS WEST, A DISTANCE OF 122.50 FEET; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST, A DISTANCE OF 27.35 FEET; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 03 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST, A DISTANCE OF 95.03 FEET; THENCE RUN SOUTH 00

B-1



File # 201705685, OR BK 3598 Page 1179, Recorded 02/13/2017 at 03:26 PM,
Donald C. Spencer, Clerk Santa Rosa County, Florida Deputy Clerk TK Trans #
700658

This Instrument Prepared By:
Beggs & Lane, RLLP
501 Commendancia Street
Pensacola, Florida 32502
850-432-2451

STATE OF FLORIDA:
COUNTY OF SANTA ROSA:

ARTICLES OF INCORPORATION
OF
HAWKS LANDING OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA

BE IT KNOWN that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Florida, and in particular, Title XXXVI, Florida Statutes does hereby adopt the following Articles of Incorporation for such nonprofit corporation (these "Articles").

ARTICLE I
NAME

The name of the nonprofit corporation shall be Hawks Landing Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

COPY



ARTICLE III
PURPOSE

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as Hawks Landing Subdivision (the "Subdivision"), which is located on all or a portion of that certain real property located in Santa Rosa County, Florida and more particularly described on Exhibit "A" attached hereto.
2. To own, manage and control all of the common areas and improvements thereon located within the boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands and any detention pond for storm water drainage.
3. To administer, enforce and otherwise act in accordance with that certain Declaration of Conditions, Covenants and Restrictions of Hawks Landing executed by Declarant (hereinafter defined) and recorded in the office of the Clerk of the Circuit Court of Santa Rosa County, Florida, as may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.
4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association and the rules and regulations of the Subdivision and the Declaration.

ARTICLE IV
GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.
2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of its members in connection therewith.
3. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater

Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

4. The Association shall have all powers granted to it in The Florida Statutes, as amended, including those powers granted to nonprofit corporations in Title XXXVI, Chapter 617, Florida Statutes, as amended.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

Hawks Landing (FL) 2015, LLC
29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527

ARTICLE VI
NAME AND ADDRESS OF INITIAL PRINCIPAL OFFICE

The name and address of the initial principal office are as follows:

David B. Taylor, III
c/o Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, FL 32502

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Santa Rosa County, Florida, a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each member shall be entitled to one (1) vote for each lot owned. When more than one (1) 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, shall determine, but in no event shall more than one (1) vote be cast with respect to any single lot.

ARTICLE VIII
NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association, and the address of the initial registered office of the Association are as follows:

David B. Taylor, III
c/o Beggs & Lane, RLLP
501 Commendancia Street
Pensacola, FL 32502

The initial registered agent's written acceptance of appointment as a registered agent as required by s. 617.0501 of the Florida Statutes is attached hereto as Exhibit "B".

ARTICLE X
BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Declaration to the contrary, until Turnover, Hawks Landing (FL) 2015, LLC, an Alabama limited liability company (the "Declarant") shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors of the Association (subject to the rights of members other than the Declarant to elect at least one member of the Board of Directors under Section 720.307(2) of the Florida Statutes); (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors of the Association; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) amend these Articles and the Bylaws of the Association; and (6) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. "Turnover" has the meaning set forth in the Declaration. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors, none of which must be a member of the Association. The names and addresses of the initial three (3) Directors of the Association are as follows:

	NAME:	ADDRESS:
1.	Grant Rish	29892 Woodrow Ln., Ste. 300 Daphne, AL 36527
2.	Will Lowery	29892 Woodrow Ln., Ste. 300 Daphne, AL 36527
3.	Charlie Dodson	29892 Woodrow Ln., Ste. 300 Daphne, AL 36527

Within sixty (60) days after Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of the Association to the Members, (ii) electing new directors to the Board, and (iii) electing new members of the ARC. After Turnover, all Directors must be members of the Association, or representatives of entities that are members of the Association, the number of directors shall be as set forth in the Bylaws and the members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

ARTICLE XI INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XII ASSESSMENTS

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each lot owned shall be equal to a fraction, the numerator of which shall be the number of lots owned by such lot owner and the denominator of which shall be the total number of lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of lots in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Declaration.

2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.

COPY

3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws, and upon default or payment within such period of time, the assessment shall be a lien against each lot owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida and to take any other actions for collection from the defaulting party or parties. Any such lien against a lot or against the common area shall be subordinate to a recorded first mortgage covering such lot.

5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Association's directors.

ARTICLE XIII MISCELLANEOUS

1. Amendment. Until Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Turnover, these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all members of the Association. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida.

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

3. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 5 day of January, 2017.

Witness: [Signature]
Print Name: Will Lowery

HAWKS LANDING (FL) 2015, L.L.C., an Alabama limited liability company

By: Fortuna Investments, LLC, an Alabama limited liability company, as its Manager

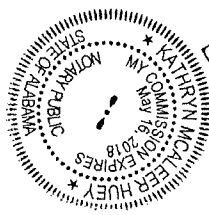
By: [Signature]
Nathan L. Cox
As Its Sole Member

Witness: [Signature]
Print Name: Caitlin Terry

STATE OF Alabama
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this 5th day of January, 2017 by Nathan L. Cox, acting in his capacity as the Sole Member of Fortuna Investments, LLC, an Alabama limited liability company, acting in its capacity as the Manager of Hawks Landing (FL) 2015, L.L.C., an Alabama limited liability company. He is personally known to me or produced a _____ as identification.

[SEAL]



[Signature]
Notary Public Signature

Kathryn McAleer Huey
Notary Public Printed Name

COPY

EXHIBIT "A"

Description Of Subdivision Property

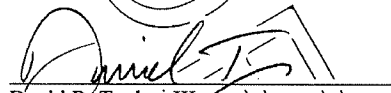
All property within the Hawks Landing Subdivision as shown on the plat recorded in Plat Book 12, Pages 45, 46, in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida, and any additional real property made subject to the Declaration in accordance with the terms thereof.

UNOFFICIAL COPY

EXHIBIT "B"

Acceptance of Appointment as Registered Agent

I hereby accept the appointment as registered agent for Hawks Landing Owners Association, Inc. and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.



David B. Taylor, III

UNOFFICIAL COPY

File # 202407913 OR BK 4476 Pages 1883 RECORDED 02/23/24 at 03:37 PM Donald C. Spencer, Clerk Santa Rosa County, Florida DEPUTY CLERK TK/CMN Trans #1424306

This Instrument Prepared By:
 Suzanne Blankenship, Esquire
 Emmanuel, Sheppard & Condon
 30 South Spring Street
 Pensacola, FL 32503
 Our File No. 19086-160923

CERTIFICATE OF AMENDMENT AND RECORDING
OF THE BYLAWS OF HAWKS LANDING OWNERS ASSOCIATION, INC.

THIS AMENDMENT to the Bylaws of Hawks Landing Owners Association Subdivision was made by a majority vote of the Directors as provided in Article VIII, Section 8.1 of the Bylaws on the 21st day of FEBRUARY, 2024;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Hawks Landing Subdivision (the "Declaration"), was recorded in the Public Records of Santa Rosa County, Florida at Official Records Book 3598, Page 1189, on February 13, 2017 and later amended; and

WHEREAS, the Bylaws of Hawks Landing Owners Association, Inc. were adopted on February 21, 2017 and are attached hereto as Exhibit "A";

WHEREAS, the Resolution Confirming Amendment to Bylaws of Hawks Landing Owners Association, Inc. was signed on October 5, 2020 and is attached hereto as Exhibit "B";

WHEREAS, the Association wishes to amend certain provisions of the Bylaws in Articles I, III, IV, V, and VI as stated below; and

WHEREAS, the Association desires to record the original Bylaws and all amendments thereto in the public records.

NOW THEREFORE, the Association also records this Second Amendment to Bylaws of Hawks Landing Owners Association, Inc. as Exhibit "C" pursuant to the majority vote of the Directors. The foregoing recitals shall be incorporated into this amendment and provisions of the Bylaws not specifically amended or supplemented by this document shall remain in full force and effect and shall not be affected hereby.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed in its name by its President and attested to by its Secretary, this 21st day of FEBRUARY, 2024.

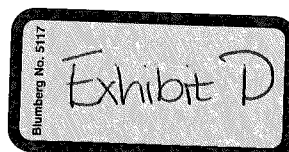
Witnesses:

Megan Fitzgerald
 Print Name: Megan Fitzgerald
 Address: 3122 Hawks Landing Cir
Pace FL 32571

Wendy Sharp
 Print Name: Wendy Sharp
 Address: 3380 Talon Rd
Pace FL 32571

HAWKS LANDING OWNERS
 ASSOCIATION, INC.

By: Justin Medlin, President
 3872 Hawks Landing Circle
 Pace, FL 32571

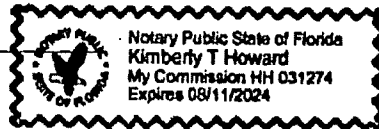


STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21st day of FEBRUARY, 2024, by Justin Medlin, President of Hawks Landing Owners Association, Inc.


NOTARY PUBLIC

☐ Personally Known
OR
☒ Produced Identification
Type of Identification Produced _____



ATTEST: 

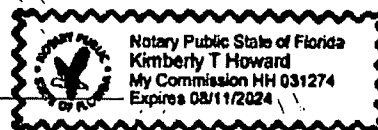
Amy Zamora, Its Secretary
3828 Hawks Landing Circle
Pace, FL 32571

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21st day of FEBRUARY, 2024, by Amy Zamora, Secretary of Hawks Landing Owners Association, Inc.


NOTARY PUBLIC

☐ Personally Known
OR
☒ Produced Identification
Type of Identification Produced _____



COPY

BYLAWS
OF
HAWKS LANDING OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA

These Bylaws (these "Bylaws") of **HAWKS LANDING OWNERS ASSOCIATION, INC.** (hereinafter called the "Association"), a nonprofit corporation, incorporated under the laws of the State of Florida are hereby created and adopted pursuant to the Articles of Incorporation of the Association filed in the Florida Department of State, Division of Corporations (the "Articles of Incorporation"). The Association has been organized for the purpose of providing various services and benefits with regard to the Subdivision (as that term is defined in the Articles of Incorporation).

ARTICLE I
ASSOCIATION

1.1 **Office.** The office of the Association shall be at 501 Commendencia Street, Pensacola, Florida, 32502, or such other place as shall be selected by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

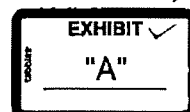
ARTICLE II
MEMBERS

2.1 **Qualification.** The members of the Association shall be determined in accordance with Article VII of the Articles of Incorporation. "Owner", as used herein, shall mean and refer to the record owner, whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation.

2.2 **Voting Rights.** All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 **Designation of Voting Members.**

2.3.1 If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity



and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot, and a certificate may be revoked by any owner of an interest in the Lot. Any such revocation shall be in writing and signed by any owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

2.3.2 If a Lot is owned by more than one (1) person and such owners do not designate a voting Member as required hereinabove, the following provisions shall apply:

2.3.2.1 If more than one (1) such owner is present at any meeting, and said owners are unable to concur on a decision on any subject requiring a vote, said owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.

2.3.2.2 If only one (1) such owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.

2.3.2.3 If more than one (1) such owner is present at the meeting and said owners concur, any one (1) such owner may cast the vote or votes for the Lot.

2.4 Restraint Upon Alienation of Assets. A member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association (the "Record Property Owner"). The membership of the prior Record Property Owner shall be thereby terminated, provided he is not an owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the relevant Subdivision documents, including the Declaration (as that term is defined in the Articles of Incorporation).

ARTICLE III MEMBERS' MEETINGS

3.1 Place. All meetings of members of the Association shall be held at such place within the County of Santa Rosa, Florida, as may be stated in the notice of the meeting.

3.2 Membership List. At least ten (10) days before every election of the directors, a complete list of the members of the Association, arranged alphabetically, shall be prepared by the

Secretary. Such list shall be maintained by the Secretary of the Association and shall be open to examination by any member at any reasonable time and on reasonable notice.

3.3 Regular Meetings.

3.3.1 After Turnover (as defined in the Declaration), regular or annual meetings of the members of the Association shall be held on the second Tuesday of October of each year; provided, however, if the day set for annual meetings is a legal holiday, the meeting shall be held the same hour on the next day following which is not a legal holiday.

3.3.2 The time of holding the annual meeting of members may be changed at any time prior to fifteen (15) days before the regular day for holding such meeting by a resolution duly adopted by the Board of Directors or by the members, provided that notice of such change be mailed to each member of record, at such address as appears upon the records of the Association, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.3.3 The purpose of the annual meeting is for electing directors and for transacting any other business authorized to be transacted by the members.

3.4 Special Meetings.

3.4.1 Special meetings of the members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the members. Such request shall state the purpose of the proposed meeting.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the day and hour and place and, in the case of special meetings, the object or objects thereof, shall be delivered or mailed to each member at such member's address as shown in the books of the Association at least ten (10) days, but no more than fifty (50) days, prior to such meeting unless waived in writing.

3.6 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Florida Constitution, the Florida Statutes, or the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the members of the Association, each member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the

Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein. No proxy vote may be cast on behalf of a member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes required. In all cases where reference is made to percentage of the vote of members, percentage of the members, or percentage of the members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the members.

3.9 Quorum. Thirty (30%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or these Bylaws. If a quorum is not present at any meeting, the members may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

3.10 Proviso. Notwithstanding anything contained herein to the contrary, until sixty percent (60%) of the Lots in the Subdivision have been sold to the original purchasers thereof, or until Turnover, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors.

3.11 Order of Business. The order of business at annual members' meetings and, as far as practicable, at all other members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

3.12 Action by Written Consent. Action required or permitted to be taken at a Members meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent

shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the Clerk of the Circuit Court or Secretary of State. Action taken under this Section 3.12 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date."

ARTICLE IV DIRECTORS

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than five (5) persons. The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association, except for the members of the initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles of Incorporation.

4.2 Term. Each director shall be elected to serve a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election of Directors. Election of directors shall be conducted in the following manner.

4.4.1 Directors shall be elected at the annual meeting of the members.

4.4.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.5 Removal. Directors may be removed with or without cause by an affirmative vote of a majority (more than 50%) of the voting interests of the members of the Association that are entitled to vote for the election of such Director. Except with respect to the initial Board of Directors, no director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under Florida law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the members when such approval is specifically required. The powers and duties of the directors shall include, but are not limited to, the following:

4.6.1 Assess. To make and collect an annual maintenance charge against members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.6.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

4.6.3 Enforce. To enjoin or seek damages from the members for violation of these Bylaws, the Declaration and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.

4.6.4 Employ. To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.6.5 Adopt and publish Rules and Regulations governing the use of the common areas and facilities within the Subdivision, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

4.6.6 To maintain a class action, and to settle a cause of action, on behalf of Record Property Owners with reference to the common areas, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Record Property Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board deems available.

4.6.7 To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

4.6.8 To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

4.6.9. To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Section; and such duties so conferred upon the managing agent or manager by the Board of Directors may upon five (5) days notice be revoked, modified or amplified by the majority of the votes of the Directors in a duly constituted meeting.

4.6.10 To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same, the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Florida.

4.6.11 To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the rules and regulations.

4.7 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.8 Annual Statement. The Board will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the members.

4.9 Compensation. The directors shall not be entitled to any compensation for service as directors.

ARTICLE V DIRECTORS MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Notice. Unless in an emergency, notice of a Board meeting shall be posted in a conspicuous place in the Subdivision at least 48 hours in advance. In communities with more than 100 members, notice may also be given by providing a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the homeowners' association. However, if broadcast notice is used, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast. The bylaws or amended bylaws may provide for giving notice by electronic transmission in a manner authorized by law for meetings of the board of directors, committee meetings requiring notice under this section, and annual and special meetings of the members; however, a member must consent in writing to receiving notice by electronic transmission.

5.5 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE; OFFICERS

6.1 Architectural Review Committee. The Architectural Review Committee (herein "ARC") shall consist of three (3) members at all times, who initially shall be Grant Rish, Will Lowery, and Charlie Dodson. Their address is 29891 Woodrow Lane, Suite 300, Daphne, Alabama, 36527, and the point of contact is Grant Rish. If any member of the Architectural Review Committee shall resign, become unable to serve or die, then the remaining member (s) shall appoint a successor member (s) to the Architectural Review Committee, who need not be an Owner. If no member of the ARC remains to appoint new members of the ARC, then the Declarant (as that term is defined in the Articles of Incorporation) shall have the exclusive right to appoint members of the ARC until the Declarant causes the first meeting of the Members of the Association to be held as provided for under Section 3.3 herein. Thereafter, the ARC members will be elected, appointed and removed in the same manner as the executive officers of the Association.

6.2 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

The initial officers are as follows:

Grant Rish - President
Charlie Dodson - Secretary/Treasurer
Will Lowery - Vice President

6.3 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a member of the Association. The President and Vice President must be members of the Board.

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the members of the Association.

6.5 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.6 Secretary.

6.6.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

6.6.2 The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.6.3 The Secretary shall be custodian of the corporate records and of the seal of the Association.

6.6.4 The Secretary shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.6.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.7 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.8 Treasurer. The Treasurer shall be vested with all powers, and shall be required to perform all duties, as may be prescribed by the Board of Directors.

6.9 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.10 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.11 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VII LIABILITY

7.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of members or contractors of the Association.

7.2 Conflicts of Interest. No contract or other transaction between the Association and one or more of its directors, officers or any other corporation, firm, association or entity in which one or more directors or officers of the Association are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any director of the Association, or any corporation, firm, association or entity of which any director or officer of the Association is a director or officer or is financially interested, may be a party to, or may have a pecuniary or other interest in such contract or transaction shall be disclosed or known to the Association Board at the meeting of the Association Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director or officer of the Association so related or interested. Any director or officer of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he or she is also a director or officer of such affiliated corporation.

ARTICLE VIII AMENDMENT OF BYLAWS

8.1 Bylaws. The Bylaws of the Association may be altered, amended or repealed by a majority vote of the Directors.

ARTICLE IX CONFLICT

9.1 Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Declaration, the Declaration shall govern.

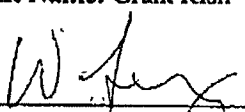
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UNOFFICIAL COPY

IN WITNESS WHEREOF, we, being all of the directors of the Hawks Landing Owners Association, Inc., have hereunto set our hands this 21 day of February, 2017, and certify that these are the duly adopted Bylaws of Hawks Landing Owners Association, Inc.



Print Name: Grant Rish



Print Name: Will Lowery



Print Name: Charlie Dodson

Prepared by:
Kerry Anne Schultz, Esq.
Schultz Law Firm, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

**RESOLUTION CONFIRMING AMENDMENT TO BYLAWS OF
HAWKS LANDING OWNERS ASSOCIATION, INC.**

WHEREAS, HAWKS LANDING OWNERS ASSOCIATION, INC. is a Florida Non-Profit Corporation, which, pursuant to the Bylaws of Hawks Landing Owners Association, Inc., dated February 21, 2017 (hereinafter the "Bylaws"), holds the authority to amend the Bylaws with respect to the real property located in Santa Rosa County, Florida more particularly described on the Plat of Hawks Landing.

WHEREAS, Section 8.1 of the Bylaws provides for the procedure to amend the Bylaws;

WHEREAS, pursuant to a duly authorized special meeting of the Board of Directors that occurred on September 28, 2020, the Board of Directors considered proposed amendments to the Bylaws;

WHEREAS, pursuant to a duly authorized meeting of the Board of Directors held on the 28th day of September, 2020, and a quorum being present, and the Board of Directors having considered the proposed amendment to the Bylaws.

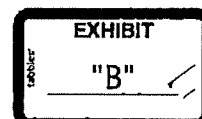
WHEREAS, the Board of Directors having approved, pursuant to the requirements of the Bylaws, the following amendments to the Bylaws, as evidenced by the written authorization of a majority of the Directors, and reviewed and accepted by the Board of Directors, the receipt and validity of which are hereby acknowledged; and.

WHEREAS, the undersigned hereby declare that all real property described on the Plat of Hawks Landing shall be held, sold and conveyed subject to the following Bylaws, which are for the purpose of protecting the value and desirability of the subject 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, their heirs, successors and/or assigns, and shall inure to the benefit of each owner thereof;

NOW THEREFORE, in consideration of the majority votes of the Board of Directors, and approval and ratification of the Board of Directors, the following amendment is made to the following provisions of the Bylaws of Hawks Landing Owners Association:

Article III Section 3.3.1 is hereby amended as follows:

3.3.1 After Turnover (as defined in the Declaration), regular or annual meetings of the members of the Association shall be held on the Third Tuesday of July of each year; provided, however, if the date set for the annual meetings is a legal holiday, the



meeting shall be held on the same hour on the next day following which is not a legal holiday.

Article IV Section 4.2 is hereby amended as follows:

4.2 Term. Each director shall be elected to serve a term of two (2) years or until his or her successor shall be elected and shall qualify.

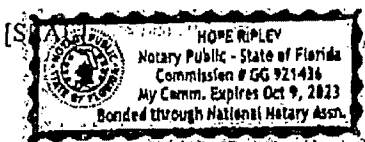
This Amendment is adopted pursuant to proper Notice and Meeting of the Board of Directors and vote held for this purpose on the 28th day of September, 2020.

IN WITNESS THEREOF, the undersigned president of Hawks Landing Owners Association, Inc. has executed this document this ____ day of October, 2020.


HAWKS LANDING OWNERS ASSOCIATION, INC.
By: Kara Benedict
Its: President

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was sworn and subscribed before me this 5th day of October, 2020, by Kara Benedict, the President of HAWKS LANDING OWNERS ASSOCIATION, INC. (X) who is personally known to me, or () who produced identification, and makes oath that the statements therein are true and to the best of his knowledge and belief.




Notary Public

EXHIBIT "C"

SECOND AMENDMENT TOTHE BYLAWS OF HAWKS LANDING OWNERS ASSOCIATION, INC.

Article I shall be amended and added as follows¹:

1.1 Office. The office of the Association shall be at ~~501 Commendence Street, Pensacola, FL 32502,~~ 225 North Pace Boulevard, Suite 100, Pensacola, FL 32505, or such other place as shall be selected by the Board of Directors and designated on sunbiz.org.

Article III shall be amended and added as follows:

3.3 Regular Meetings.

3.3.1 ~~After Turnover (as defined in the Declaration), Regular or annual meetings of the members of the Association shall be held on the Third Tuesday of July~~ second Tuesday of October of each year; provided, however, if the date set for annual meetings is a legal holiday, the meeting shall be held on the same hour on the next day following which is not a legal holiday.

~~**3.10** Provide. Notwithstanding anything contained herein to the contrary, until sixty percent (60%) of the Lots in the Subdivision have been sold to the original purchasers thereof, or until Turnover, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors.~~

3.14 Order of Business. The order of business at annual members' meetings and, as far as practicable, at all other members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Members each allotted 3 minutes to speak.
5. Reading and disposal of any unapproved minutes.
6. Reports of officers.
7. Reports of committees.
8. Election of Directors.
9. Unfinished business.
10. New business.
11. Adjournment.

¹ Underlined words are being added; stricken words are being deleted.



3.121 Action by Written Consent. Except as otherwise provided in the Declaration, ~~A~~action required or permitted to be taken at a Members meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the Clerk of the Circuit Court or Secretary of State. Action taken under this Section 3.12 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date.

Article IV shall be amended and added as follows:

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of ~~not less than three (3) nor more than five (5) persons.~~ The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association, ~~except for the initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles.~~

4.2 Term. Each director shall be elected to serve a staggered two-year term of two (2) years or until his or her successor shall be elected and shall qualify. However, at the next annual meeting following the recordation of this amendment, all terms shall expire: three persons with the most votes will be elected to serve a two-year term and two persons with the next highest number of votes will be elected to serve a one-year term to establish the staggered terms.

4.9 Compensation. The directors shall not be entitled to any compensation for service as directors. This is not meant to preclude the reimbursement of the directors of the Association for costs incurred in the performance of their Board duties.

Article VI shall be amended and added as follows:

6.1 Architectural Review Committee. The Architectural Review Committee (herein "ARC") shall consist of ~~three (3) to five (5) members at all times, as determined by the Board who initially shall be Grant Rish, Will Lowery and Charlie Dodson. Their address is 29891 Woodrow Lane, Suite 300, Daphne, Alabama, 63527, and the point of contact is Grant Rish.~~ All ARC members shall serve at the pleasure of the Board of Directors, including all appointments and replacements at any time. The Board shall also designate an ARC member to serve as the Chairperson of the committee. If any member of the Architectural Review Committee shall resign, become unable to serve or die, then the remaining member(s) or the shall appoint a successor member(s) to the Architectural Review Committee, who need not be an Owner. If no member of the ARC remains to appoint new members of the ARC, then the Declarant (as that term is defined in the Articles of Incorporation) shall have the exclusive right to appoint members of the ARC until the Declarant causes the first meeting of the Members of the Association to be held

~~as provided for under Section 3.3 herein. Thereafter, the ARC members will be elected, appointed and removed in the same manner as the executive officers of the Association.~~

6.2 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

The initial officers are as follows:

Grant Rish — President
Charlie Dodson — Secretary/Treasurer
Will Lowery — Vice President

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of the majority of the Board ~~sixty-six percent (67%) of the voting interests of the members of the Association.~~