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THIS INSTRUMENT PREPARED BY:
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STATE OF FLORIDA:
COUNTY OF ESCAMBIA:

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

OF

RISHWOOD SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS
(this "**Declaration**"), is made this ____ day of _____, 2019 ("**Effective Date**"), by
TH RISHWOOD (FL) 2018, LLC, a Florida limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, on JUNE 21, 2019 Declarant recorded in Map Book 19, Page
81, 81A of the Office of the Clerk of the Circuit Court of Escambia County, Florida, a subdivision plat
for Rishwood Subdivision ("**Plat of Subdivision**") pertaining to certain real property owned by
Declarant in Escambia County, Florida, as more specifically described on Exhibit "A" hereto.

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

ARTICLE ONE **GENERAL PROVISIONS**

1.01 Restrictive Covenants and Easements Running with the Land. The use of the
Lots and the Common Area shall be in accordance with the provisions and restrictions of this
Declaration, all of which are to be construed as restrictive covenants and/or easements, as

applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees, and assigns.

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

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

- (a) **"Architectural Review Committee"** shall refer to and mean the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (b) **"Articles of Incorporation"** shall mean the Articles of Incorporation of Rishwood 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.
- (c) **"Association"** shall mean Rishwood Owners Association, Inc., a Florida nonprofit corporation.
- (d) **"Board"** or **"Board of Directors"** shall refer to the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (e) **"Builder"** means any commercial home builder or contractor who is in the business of constructing houses to sell to Owners.
- (f) **"Bylaws"** shall mean the Bylaws of Rishwood Owners Association, Inc., a Florida non-profit corporation, as the same may hereafter be amended, altered, or repealed from time to time.
- (g) **"Common Area"** shall mean all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association, and any and all personal property or fixtures owned by the Association, whether now owned or hereinafter acquired, and/or held and operated by the Association for the benefit of the Owners.
- (h) **"Common Expense"** means any and all expenses of the Association (i) associated with the ownership, maintenance, repair and/or replacement of the Common Area; (ii) associated with obtaining and maintaining any and all insurance required or otherwise permitted in accordance with Section 10.05 hereof; and (iii) otherwise denominated hereunder as a Common Expense.

- (i) **"Community Property"** shall mean all of the Lots and the Common Area, collectively.
- (j) **"Declarant"** shall mean TH RISHWOOD (FL) 2018, LLC, a Florida limited liability company, its successors, and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (k) **"House"** or **"Home"** shall mean and refer to any single-family dwelling unit situated upon a Lot.
- (l) **"Lot"** shall mean and refer to any numbered lot shown on the Plat of Subdivision.
- (m) **"Member"** shall mean every person or entity who is a member of the Association.
- (n) **"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.
- (o) **"Owner"** shall mean 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 interest solely as security for the performance of an obligation.
- (p) **"Person"** means any individual, corporation, trust, partnership, joint venture, limited liability company, or other entity.
- (q) **"Preferred Builder"** shall mean and refer to a builder who has contracted with the Declarant to purchase lots within the Property to construct residences for intended sale to a retail third party purchaser, or who has been approved in writing by Declarant and any other Preferred Builders in the Project. As of the Effective Date of this Declaration, the sole Preferred Builder in the Project is Truland Homes, LLC, an Alabama limited liability company.
- (r) **"Stormwater Management System"** shall mean a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system.
- (s) **"Subdivision"** shall mean Rishwood Subdivision, a subdivision as shown on the Plat of Subdivision.
- (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 Escambia County, Florida, (ii) any event described in Section 720.307(1), Florida Statutes (2018), or (iii) at an earlier time determined by Declarant in Declarant's

sole discretion; provided however, in the event of a conflict between the Florida Statutes and the foregoing, the applicable Florida Statute controls.

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

ARTICLE TWO **COMMON AREA**

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

2.02 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 the Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any rules and regulations adopted by the Association. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon the Owner's successors and assigns.

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

2.05 Easements.

- (a) **Access Easement.** An easement for vehicular and pedestrian access is hereby reserved over and across all private roadways in the Subdivision for the benefit of the Association, all Owners, and all tenants and guests of all Owners (the "Access Easement"). The Association shall have the right to promulgate rules and regulations for the use of the Access Easement. The maintenance and repair of the road surface that constitutes the Access Easement shall be performed by the Association.
- (b) **Easements and Buffer Strips.** All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby incorporated by reference and adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips. Such easements and buffer strips 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) **Structures.** There are ten foot private drainage easements along each property lines, being five foot on each lot, fences or other structures may be built or installed upon said easements, however, no such fence or other structure shall impede stormwater flow.
- (d) **Overhead Wires.** No Lot shall be served with any overhead electrical or communications service, and no Lot 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 of this Declaration.

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 or personal property, or purchase or acquire any additional real property or personal property and dedicate the same as Common Area subject to the terms of this Declaration.

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

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

2.09 Right to Transfer. The Association shall have the right to dedicate or transfer all or any part of the Common Area, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfers shall be effective unless an instrument signed by the Members entitled to cast sixty seven percent (67%) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than (30) days and no more than sixty (60) in advance of such dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to transfer and convey to Emerald Coast Utilities Authority, or to any other appropriate entity, any surface water management system facilities on the Common Area of the Subdivision.

2.10 Suspension from Common Area. In accordance with Chapter 720, Florida Statutes (2018), the Association shall have the right to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Area, for any period during which any assessment against an Owner's Lot remains unpaid or any violation of the provisions of this Declaration remain uncured by the Owner, but in no event shall the suspension of voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Area exceed sixty (60) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.

ARTICLE THREE **ASSOCIATION, MEMBERSHIP, AND VOTING RIGHTS**

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have the 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 and for such other purposes as may be set forth herein (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 (2018).

ARTICLE FOUR **COVENANT FOR MAINTENANCE ASSESSMENTS**

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

accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together with interest, costs, 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 Area, and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Area or otherwise), 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.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto; provided, however, that the total of all such special assessments for any given calendar year shall not exceed One Thousand and NO/100 Dollars (\$1,000.00) per Lot, unless such special assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association. Notwithstanding the foregoing, before Turnover, the Board of Directors may not levy a special assessment unless a majority of Members, other than the Declarant, has approved the special assessment at a duly called special meeting.

4.05 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to a particular Lot upon conveyance of the Lot to any Owner who is not Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of

each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and one-fourth (1/4th) of any annual maintenance or other special assessment shall be due each calendar quarter. Within thirty (30) days after a written request, the Association shall, for a reasonable charge as established by the Board of Directors, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. 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 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 in foreclosure at a 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 First Mortgages. The lien of all annual and special assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. Accordingly, the lien of such annual and special assessments may be extinguished in a foreclosure action with respect to any such first mortgage. It is the intention of the foregoing provisions that only the lien of annual and special assessments may be extinguished upon the sale or transfer of a Lot pursuant to a mortgage foreclosure or proceeding in lieu thereof, and not the annual and special assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner, to the extent provided in Section 720.308, Florida Statutes (2018) or any successor statute thereto. Accordingly, notwithstanding anything set forth in this Declaration to the contrary, any Owner who acquires title to a Lot or House pursuant to a mortgage foreclosure or proceeding in lieu thereof shall nonetheless be required to pay those annual and special assessments for which that Owner is liable under Section 720.308, Florida Statutes (2018) or any successor statute thereto. Any other sale or transfer of a Lot or House shall not affect the successor Owner's obligation to pay any annual and

special assessments attributable to the period before such Owner acquired title, nor the lien of such annual and special assessments. Any annual and special assessments which are not required to be paid as a result of the application of Section 720.308, Florida Statutes (2018) or any successor statute thereto shall be deemed a Common Expense of the Association and collectible from all Owners, pro rata, including the acquiring mortgagee, its successor or assign. Any transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot or House from the obligation of and lien for annual and special assessments thereafter becoming due.

4.08 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.

4.09 Declarant Exemption; Assessments During Declarant Control. Notwithstanding anything contained herein to the contrary, so long as the Declarant is in control of the Association, Declarant shall be excused from payment of Declarant's share of the operating expenses and assessments of any type by the Association related to Declarant's parcels for any period of time for which the Declarant has, in the Declaration, obligated Declarant to pay any operating expenses incurred that exceed the assessments receivable from other Members and other income of 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. Pursuant to Section 2.08, the Association shall not be liable for injury or damage to any person or property: (i) caused by the elements or by an Owner or any other person; (ii) resulting from rain or other surface water which may leak or flow from any portion of the Common Area; or (iii) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Each Lot Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio, and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to

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

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for the costs of repair or replacement 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 intentional conduct, negligence, recklessness, or willful misconduct of such person, or the failure of such person to comply with the terms of the Declaration or the rules of the Association. The cost of repair or replacement for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees, or licensees shall be paid by Owner within ten (10) days after Owner's receipt of written notice of such costs by the Declarant, Association, or Board of Directors.

ARTICLE SIX **ARCHITECTURAL CONTROL**

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration and the external design and location of the surrounding structures and topography by the Architectural Review Committee. Two (2) copies of the final building or construction plans, specifications, and plot plat showing the location of each building, structure, or improvement (collectively, the "**Plans**") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration and of external design with the existing or planned structures in the Subdivision and as to location of the building, structure, or improvement with respect to topography and finished ground elevation. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision.

6.01.01 Preferred Builder Construction. Declarant hereby acknowledges that Truland Homes, LLC, an Alabama limited liability company, as a Preferred Builder, has received prior approval of all of Preferred Builder's standard floor plans, elevations, color palette, typical landscape plans, and typical site plans for use within the Properties and is, therefore, exempt from the provisions of Section 6.01.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Lot Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after the Architectural Review Committee receives the Plans from the Lot Owner in accordance with this Article 6, approval shall be deemed automatically given.

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

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

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

ARTICLE SEVEN **USE RESTRICTIONS**

7.01 Residential Use. 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 in writing by the Members; 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 (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 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 fourteen 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 (1) upon completion of the House on his or her Lot and before occupancy thereof.
- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) Air-conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any House 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) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as not to be visible from the front of the Lot and shall be placed on the back side of any roof.

- (h) All vents protruding from roofs shall be painted the same color as the roof covering.
- (i) Driveway must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee.
- (j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees or adjacent properties.
- (k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (l) During construction, all builders must keep homes and garages clean and yards cut.
- (m) Fences are only permissible in the back yard of any Lot or Lots. The materials and design of such fencing must be approved by the Architectural Review Committee prior to constructing or installing such fencing.
- (n) No outside clothes lines shall be permitted.
- (o) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (p) 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 subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times.

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

7.08 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.

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; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers, and boats shall be parked in garages or basements or stored out of view from the street.
- (d) No permanent parking on streets is allowed. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot or anywhere within the Subdivision.

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 House constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after the certificate of occupancy is issued by the appropriate governmental agency for the House.
- (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 Escambia 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 a Lot Owner may conduct a business entirely within his Home so long as such business uses no more than 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 and so long as such business is in compliance with the State of Florida and Escambia County regulations.

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 Lot at any time.

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

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

7.19 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, kerosene, naphtha, or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors.

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, Commercial Structure, 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.

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 rules and 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 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) hereof.

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 or entity, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

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. Subject to the provisions of Section 10.03, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members, provided, however, that any amendment to this Declaration that alters the Stormwater Management System beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior approval of NFWFMD.

9.07 Fines. Failure by an Owner, or by an Owner's tenant, guest, or invitee, to comply with the terms of this Declaration, the Bylaws, or with any rules and/or regulations as reasonably imposed by the Association shall result in a fine payable to the Association by the Owner of said Lot in an amount not to exceed one hundred dollars and no/100 (\$100.00) per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violations at least fifteen (15) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three (3) Members of the Association appointed by the Board of Directors, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee does not approve the proposed fine or suspension by majority vote, it may not be imposed. If the committee does approve the proposed fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner, and, if applicable, to any tenant, licensee, or invitee of the Owner. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This provision shall not apply to a violation which consists only of an Owner's failure to pay assessments when due.

ARTICLE TEN

RESERVED DECLARANT RIGHTS

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

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

Except as set forth in Section 10.05, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Add Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any real property adjacent to the Subdivision (the "**Additional Property**") subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be added. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until Turnover. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be added. Declarant's option to add any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be added in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval, or signature of the Association or any Member (except for the consent rights granted in Section 10.05). Notwithstanding anything contained in this Section to the contrary, no Additional Property shall be subject to this Declaration unless and until Declarant executes and records in the amendment to this Declaration affirmatively exercising Declarant's rights hereunder in the office in which this Declaration is recorded.

10.03 Amendment of Declaration by Declarant. Prior to Turnover, Declarant reserves and shall have the exclusive right, authority, and power, except as may otherwise be provided by law:

- a) To modify and amend this Declaration in any manner Declarant deems necessary and appropriate, without acquiring the approval or joinder of any other Owner or mortgagee;
- b) To amend, modify, or grant exceptions or variances to any of the use restrictions set for in this Declaration without notice to or approval from any other Owners or mortgagees;
- c) To amend this Declaration for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Owner or mortgagee; and
- d) To include in any contract, deed, sublease agreement, or other instrument hereafter made any additional covenants and restrictions applicable to the Subdivision which do not lower the standards of this Declaration.

10.04 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located

on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

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

10.06 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within one hundred twenty (120) days after the date of 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 after the date of the casualty. 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.

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

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

ARTICLE ELEVEN **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 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.

11.03 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.

11.04 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.

11.05 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.

11.06 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-class class mail to the address of such Owner's Lot, or to such other address as Owner may have designated from time to time, in a writing duly received, to the Association.

11.07 Conflict Between Documents. In the event of any conflict or ambiguity, any applicable Florida statute, this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association shall govern, in that order.

ARTICLE TWELVE **STORMWATER MANAGEMENT**

12.01 Stormwater Management

- (a) The Stormwater Management System shall be owned by the Association and shall be located: (i) on land that is designated Common Area on the Plat of Subdivision; (ii) on land that is owned by the Association; or (iii) on land that is subject to an easement in favor of the Association and its successors.
- (b) No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities include, but are not limited to, digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the Northwest Florida Water Management District ("NWFWM").

- (c) The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of NFWFMD Permit No. IND-033-18478-1 and applicable NFWFMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the NFWFMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved, by the NFWFMD.
- (d) NFWFMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.
- (e) Any amendment of this Declaration affecting the Stormwater Management System shall have the prior written approval of NFWFMD.
- (f) In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C., and NFWFMD Applicant's Handbook Volume 1, Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.
- (g) If any property within the Subdivision has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until NFWFMD determines that the area(s) is successful in accordance with any environmental resource permit(s).
- (h) Each Owner, at the time of construction of their building or structure, shall comply with the construction plans for the Stormwater Management System approved and on file with NFWFMD.
- (i) No Owner may construct or maintain any building or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat of Subdivision, unless prior written approval is received from the NFWFMD.
- (j) The Owners of Lots abutting wet detention ponds shall not remove native vegetation, including cattails, that becomes established within the wet detention ponds abutting their Lot. Removal shall include, but not be limited to, dredging, the application of herbicide, cutting and the introduction of grass carp. Owners shall address any questions regarding authorization activities within the wet detention ponds to a NFWFMD Regulation Manager.
- (k) A "Recorded Notice of Environmental Resource Permit," in form and content reasonably approved by the Florida Department of Environmental Protection, or other applicable governmental agency, shall be recorded in the public records of Escambia County, Florida. The Association shall maintain copies of all permitting actions undertaken for the benefit of the Association.

BK: 8117 PG: 275

[REMAINDER OF PAGE INENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

BK: 8117 PG: 276

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

DECLARANT:

TH RISHWOOD (FL) 2018, LLC,
a Florida limited liability company

Witness: [Signature]
Print Name: DREW DORAN

Witness: [Signature]
Print Name: Robert A. Eiss

By: [Signature]
Name: Nathan L. Cox
As Its: Manager

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11th day of June, 2019, by Nathan L. Cox, as manager for TH Rishwood (FL) 2018 LLC. He/she is personally known to me or produced a _____ as identification.

[SEAL]



SABRINA SELBY
MY COMMISSION # GG 012313
EXPIRES: August 10, 2020
Bonded Through Budget Notary Services

[Signature]
Notary Public Signature

Sabrina Selby
Notary Public Printed Name

BK: 8117 PG: 277

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Rishwood Subdivision as shown on the plat recorded in Map Book 19,
Page 81, in the Office of the Clerk of the Circuit Court of Escambia County, Florida.
87A

BK: 8117 PG: 278

This Instrument Prepared By:
Elizabeth Henin, Esq.
Byrd Campbell, P.A.
180 Park Ave. North, Suite 2A
Winter Park, FL 32789

STATE OF FLORIDA:
COUNTY OF ESCAMBIA:

ARTICLES OF INCORPORATION
OF
RISHWOOD 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 (2018), hereby adopts the following Articles of Incorporation for such nonprofit corporation (these "**Articles**").

ARTICLE I
NAME

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

ARTICLE II
PERIOD OF DURATION

The existence of the Association shall commence with the filing of these Articles with the Secretary of State in Tallahassee, Florida. The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

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 Rishwood Subdivision (the "Subdivision"), which may be developed on all or a portion of that certain real property located in Escambia 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 limited to 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 for Rishwood Subdivision executed by Declarant (hereinafter defined) and recorded in the office of the Clerk of the Circuit Court of Escambia 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 the Declaration, these Articles, the Bylaws (as defined in the Declaration), and the rules and regulations of the Subdivision.

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 (as defined in the Declaration) in connection therewith.
3. 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 (2018).

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4. The Association shall operate, maintain, and manage the Stormwater Management System (as defined in the Declaration) in a manner consistent with the requirements of Northwest Florida Water Management District ("NWFWMD") Permit No. IND-033-18478-1, and applicable NWFWMD rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration.

5. The Association shall levy and collect adequate assessments against Members 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.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

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

TH Rishwood (FL) 2018, LLC
29891 Woodrow Lane, Suite 300
Spanish Fort, Alabama 36527

ARTICLE VI
NAME AND ADDRESS OF INITIAL PRINCIPAL OFFICE

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

Byrd Campbell, P.A.
180 Park Ave. North, Suite 2A
Winter Park, Florida 32789

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

There shall be only one (1) class of membership. The Members shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation of, in the records of the Office of the Clerk of Escambia County, Florida, a deed of conveyance transferring record title to a platted lot in the Subdivision, and delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a Member. 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.

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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 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 under these Articles, the Bylaws, or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director, officer, or Member.

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:

Byrd Campbell, P.A.
180 Park Ave. North, Suite 2A
Winter Park, Florida 32789

The initial registered agent's written acceptance of appointment as a registered agent as required by Section 617.0501, Florida Statutes (2018), 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 (as defined in the Declaration). Notwithstanding anything contained in these Articles, the Bylaws, or the Declaration to the contrary, until Turnover (as defined in the Declaration), TH RISHWOOD (FL) 2018, LLC, a Florida 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), Florida Statutes (2018)); (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) remove and replace any members of the ARC; (6) amend these Articles and the Bylaws; and (7) take all other

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action on behalf of the Association and vote on all other matters required to be voted on or approved by the Members. Upon Turnover, the then-current Members shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws.

The initial Board of Directors 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. Sands Stimpson	29891 Woodrow Lane Suite 300 Spanish Fort, AL 36527
2. Bobby Riis	29891 Woodrow Lane Suite 300 Spanish Fort, AL 36527
3. Drew Dolan	29891 Woodrow Lane Suite 300 Spanish Fort, 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 Board of 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. After Turnover, the power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors.

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 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.

ARTICLE XII **CONFLICTS OF INTEREST**

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; or

(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; or

(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 XIII **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.

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 XIV **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. 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. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Escambia County, Florida.

2. **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 these Articles.

3. **Termination, Dissolution, or Liquidation.** In the event of a termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume 1,

Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.

4. **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.

5. **Conflict Between Documents.** In the event of any conflict or ambiguity, any applicable Florida statute, the Declaration, these Articles of Incorporation, the Bylaws, and the rules and regulations of the Association shall govern, in that order.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the day of March 14TH 2019.

TH RISHWOOD (FL) 2018, LLC,
a Florida limited liability company

By: [Signature]

Name: NATHAN L. COX

As Its: MANAGER

STATE OF ~~FLORIDA~~ ALABAMA
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this 14th day of March, 2019, by Nathan L. Cox, as Manager of TH RISHWOOD (FL) 2018, LLC. He/she is (check one) ☒ personally known to me or produced a _____ as identification.

[SEAL]

Susan Coley Riley
Notary Public Signature

Susan Coley Riley
Notary Public Printed Name



EXHIBIT "A"**Description of Subdivision Property**

The land referred to herein below is situated in the County of ESCAMBIA, State of Florida, and is described as follows:

A PORTION OF THE EAST ONE HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE RUN NORTH 87°15'55" WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 1386.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD #97 (100' R/W); THENCE RUN NORTH 02°44'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 2482.80 FEET TO A CAPPED 1/2" IRON ROD (LB 7107) ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5282, PAGE 1811; THENCE RUN NORTH 87°06'41" WEST, A DISTANCE OF 500.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°06'41" WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 764.80 FEET TO A CAPPED 1/2" IRON ROD (#3578); THENCE RUN NORTH 03°11'55" EAST, A DISTANCE OF 162.98 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED (PITMAN); THENCE RUN NORTH 03°28'34" EAST, A DISTANCE OF 495.04 FEET TO A 1" OPEN END PIPE; THENCE RUN SOUTH 87°09'17" EAST, A DISTANCE OF 1257.47 FEET TO A 1" OPEN END PIPE ON THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY ROAD #97 (100' R/W); THENCE RUN SOUTH 02°44'10" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 304.69 FEET TO A CAPPED 1/2" IRON ROD (LB 7107) ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7431, PAGE 210; THENCE RUN NORTH 87°10'59" WEST ALONG SAID NORTH LINE, A DISTANCE OF 499.96 FEET TO A CAPPED 1/2" IRON ROD (LB 7107) ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7431, PAGE 210 AND OFFICIAL RECORDS BOOK 7438, PAGE 1368; THENCE RUN SOUTH 02°48'17" WEST ALONG SAID WEST LINE, A DISTANCE OF 353.62 FEET TO THE POINT OF BEGINNING.

and any additional real property made subject to the Declaration in accordance with the terms thereof.

EXHIBIT "B"**Acceptance of Appointment as Registered Agent**

I hereby accept the appointment as registered agent for RISHWOOD 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.


Registered Agent Signature

ELIZABETH HENIN
Registered Agent Printed Name

For Byrd Campbell, P.A.

BYLAWS
OF
RISHWOOD OWNERS ASSOCIATION, INC.

**A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA**

These Bylaws (these "**Bylaws**") of **RISHWOOD 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 to the Subdivision (as defined in the Articles of Incorporation).

ARTICLE I
ASSOCIATION

1.1 Office. The office of the Association shall be at 180 Park Avenue North, Suite 2A, Winter Park, Florida, 32789, or such other place as shall be selected by the Board of Directors (as defined in the Declaration).

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 one or more persons or entities, of a fee simple title to any platted lot in the Subdivision (a "**Lot**"), including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interest solely as security for the performance of an 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 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 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 recordation of, in the records of the Office of the Clerk of the Circuit Court of Escambia, County, Florida, a deed of conveyance transferring or other instrument establishing record title to a Lot and delivery to the Association of a certified copy of such instrument. 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. 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 Escambia, 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 upon 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 each year provided, however, that 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 after 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 at least 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, 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, Florida Statutes, 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 of Escambia County or the Secretary of

State of Florida. 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 (as defined in the Declaration).

4.5 Removal. Directors may be removed with or without cause by an affirmative vote of a majority of more than fifty percent (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 Board of 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 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.

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' written 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 five (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 forty-eight (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**

6.1 Architectural Review Committee. The Architectural Review Committee (herein "**ARC**") shall consist of three (3) members at all times, who initially shall be Sands Stimpson, Bobby Riis, and Drew Dolan, with address 29891 Woodrow Lane, Suite 300, Spanish Fort, Alabama, 36527, and the point of contact shall be Sands Stimpson. 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.

ARTICLE VII **OFFICERS**

7.1 Officers. The officers of the Association shall consist of a President, a Vice President, a Treasurer, and a 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:

President – Sands Stimpson
Secretary/Treasurer – Bobby Riis
Vice President – Drew Dolan

7.2 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 shall be members of the Board.

7.3 Term. Officers shall be elected annually by the Board of Directors for a period of one year or until their successors have been duly elected.

7.4 President. The President shall be the chief executive officer of the Association. The President 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.

7.5 Vice President. The Vice President shall be the second officer in the chain of command and shall accept and perform the duties and exercise the power of the President in the President's absence, and such other duties as may be prescribed by the Board of Directors.

7.6 Secretary.

7.6.1. 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.

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

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

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

7.6.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be prescribed by the Board of Directors.

7.7 Treasurer. The Treasurer shall be responsible for all reports pertaining to the fiscal affairs of the Association, shall be custodian of all funds that the Association might receive, and shall perform all other duties, as may be prescribed by the Board of Directors.

7.8 Removal. Any officer elected or appointed by the Board of Directors may be removed from office, with or without cause, by the affirmative vote of sixty-seven percent (67%) of the voting interests of the members of the Association.

7.9 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.

7.10 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 is fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

7.11 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 VIII **LIABILITY**

8.1 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.

8.2 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 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.

8.3 Conflicts of Interest. 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; or

(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; or

(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. All provisions in this Section 8.3 shall comply with Section 720.3033, Florida Statutes (2018) or any successor statute thereto.

ARTICLE IX **MISCELLANEOUS**

9.1. **Amendment.** Until Turnover, these Bylaws may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other Members. After Turnover, these Bylaws may be amended, subject to the terms and provisions of the Declaration and Articles of Incorporation, by a majority vote of the Board of Directors. All amendments to these Bylaws become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Escambia County, Florida.

9.2. **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 these Bylaws.

9.3. **Incorporation by Reference.** All of the terms, provisions, definitions, covenants, and conditions set forth in the Declaration and Articles of Incorporation are hereby expressly incorporated herein by reference as if fully set forth herein.

9.4 **Conflict Between Documents.** In the event of any conflict or ambiguity, any applicable Florida statute, the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association shall govern, in that order.

[REMAINDER OF PAGE INENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we, being all of the directors of the Rishwood Owners Association, Inc., have hereto set our hands this 14th day of March, 2019, and certify that these are the duly adopted Bylaws of the Rishwood Owners Association, Inc.


Print Name: SANDY STILSON


Print Name: DREW DOLAN


Print Name: Robert A. Riss