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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FATE'S LANDING

This Declaration of Covenants, Conditions, Restrictions and Easements for Fate's Landing ("Declaration") is made on the 9th day of September, 2019 by Fate's Landing Development LLC, a Florida limited liability company ("Declarant").

STATEMENT OF PURPOSE

A. Declarant is the owner of all the property shown on the subdivision plat for Fate's Landing, recorded at Plat Book 29, Page 26, of the Public Records of Okaloosa County, Florida, as described in attached **Exhibit A**, which is made a part hereof by reference. Declarant's intent is to subject the said land to this Declaration.

B. The lots within Fate's Landing will be used for Residential purposes as determined from time to time by Declarant, the Architectural Review Committee ("ARC"), and as defined herein. The easements within Fate's Landing will be used by various utility providers to furnish utilities to the neighborhood. The Common Property will be maintained by a nonprofit Florida corporation formed, or to be formed, by Declarant, which corporation will maintain such areas for the benefit of the Lot Owners in Fate's Landing.

NOW THEREFORE, the above being true, correct and incorporated herein, Declarant hereby establishes this Declaration for Fate's Landing, which will run with the land and be binding on and inure to the benefit of every Owner within Fate's Landing.

ARTICLE I - DEFINITIONS

The following definitions apply within this Declaration wherever the capitalized terms appear. Additional terms may be defined when first appearing in this Declaration.

1.1 "Additional Property" refers to real property annexed to Fate's Landing pursuant to the annexation rights and procedures set forth within.

1.2 "Approved Plans" refers to those architectural plans, site plans, landscaping plans, material choices, color choices and other items submitted to the ARC and which the ARC has reviewed and finally approved for construction. Applicable fees and deposits must be paid before construction may begin.

1.3 "Articles" refers to the Articles of Incorporation of Fate's Landing Homeowner's Association, Inc. filed with the Florida Secretary of State, as amended from time to time. The original Articles are attached as **Exhibit B** and made a part hereof by reference.

1.4 "Assessments" refer to the following charges:

(a) "General Assessment" – the amount charged to each Member to meet the Association's annual budgeted expenses.

(b) "Individual Lot Assessment" – an amount charged to a Member's individual Lot for charges specific to that Lot.

(c) "Special Assessment" – a charge to each Member for capital improvements or emergency expenses.

1.5 "Association" – Fate's Landing Homeowner's Association, Inc., a Florida non-profit corporation, its successors and assigns, formed, or to be formed, by Declarant.

1.6 "Board" – Board of Directors of the Association.

1.7 "By-Laws" – By-Laws of the Association as may be amended from time to time. Attached as **Exhibit C** and made a part hereof by reference.

1.8 "Capital Contributions" – refers to the following charges which are to be paid to the Association:

(a) "Initial Capital Contribution" – a charge to each first transferee of a Lot from Declarant.

(b) "Transfer Capital Contribution" – a charge to the new Owner for each subsequent transfer of a Lot after the initial transfer from Declarant. The following transfers are exempt from Transfer Capital Contributions: 1) mortgage or lien foreclosure; 2) transfer in lieu of mortgage or lien foreclosures; 3) creating a trust; 4) creating tenancy by the entireties; 5) pursuant to a divorce decree or other court order.

1.9 "Common Property" – those tracts of land, improved or unimproved, that are (a) deeded to the Association and designated in the deed or instrument of conveyance as common property, or (b) labeled as common property on the Plat. Common Property also includes any personal property appurtenant to real property owned by the Association or acquired by the Association if in the bill of sale, or other instrument of conveyance, the personal property is designated as common property. Common Property does not mean any area that is sold or dedicated by the Association.

1.10 "Declarant" – Fate's Landing Development LLC, a Florida limited liability company, its successors, assigns, affiliates, subsidiaries, parent companies, related entities and transferees so designated by Declarant. The various rights and powers of the Declarant within this Declaration may be separated and assigned to different parties. If so assigned, each assignee will be considered Declarant as to the specific rights and powers so assigned. Declarant may collaterally assign its rights and powers by mortgage or other instrument, and such assignees may

elect to either exercise the assigned rights and powers or designate another party to exercise such rights and powers.

1.11 "Declaration" – this Declaration of Covenants, Conditions, Restrictions and Easements for Fate's Landing as same may be amended or supplemented from time to time.

1.12 "Design Standards and Guidelines" for Fate's Landing Subdivision (hereafter "Guidelines") refer to minimum requirements and procedures for building design, construction, modification and landscaping in Fate's Landing. The initial Guidelines are established by the Declarant and may be amended from time to time by the Declarant, the ARC or, only after Turnover, the Association. Within the sole discretion of the Declarant or Association, the Guidelines may, or may not, be recorded in the Public Records. A current version of the Guidelines will be available upon request made to the Association, ARC, or the Association management company.

1.13 "Fate's Landing" refers to Fate's Landing Subdivision, the plat of which is recorded in Plat Book 29, Page 26, of the Public Records of Okaloosa County, Florida, a copy of which is attached as **Exhibit A**, including all enumerated Lots, Common Property, streets, rights of way, buffer areas, wetlands, easements and other matters shown on said Plat. If annexed pursuant to the terms of this Declaration, Additional Property annexed to Fate's Landing is a part of Fate's Landing and subject to this Declaration unless otherwise provided.

1.14 "Lot" – means any enumerated tract shown on the Plat along with any improvements constructed thereon.

1.15 "Member" – a member of the Association. Each Owner is a Member.

1.16 "Members other than Declarant" – do not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

1.17 "Mortgagee" – any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes without limitation: bank, savings and loan association, mortgage lending company, insurance company, credit union, and the Federal National Mortgage Association, or similar agency.

1.18 "Owner" – the record owner, whether one or more persons or entities, of (a) fee simple title to any Lot, or (b) a life estate in any Lot. "Owner" shall include their heirs, representatives, successors and assigns. "Owner" does not include a Mortgagee.

1.19 "Owners of Lots other than Declarant" - do not include builders, contractors, or others who purchased a Lot for the purpose of constructing improvements thereon for resale.

1.20 "Plat" – the plat of Fate's Landing recorded in Plat Book 29, Page 26 of the Public Records of Okaloosa County, Florida and the plats of any Additional Property annexed to and made a part of Fate's Landing from time to time.

1.21 "Public Records" – the Official Public Records of Okaloosa County, Florida.

1.22 “Residential” – living arrangements where one or more individuals reside in a single-family home environment. “Residential” shall not include business or commercial purposes, uses or arrangements.

1.23 “Rules and Regulations” – rules and regulations governing use of Common Property originally enacted by Declarant and or revised, initiated or amended from time to time by Declarant or Association. Within the sole discretion of the Declarant or Association, the Rules and Regulations may, or may not, be recorded in the Public Records. A current version of the Rules and Regulations will be available upon request made to the Association or the Association management company.

1.24 “Stormwater Management System” – all drainage easements and rights of way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones as shown on the Plat or plats of Additional Property. The “Stormwater Management System” also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (a) collect, convey, store, absorb, inhibit, treat, use or reuse water, or (b) prevent or reduce flooding, over-drainage, environmental degradation, water pollution, or otherwise affect the quantity and quality of discharges from the Stormwater Management System as permitted pursuant to Chapter 62-330, Florida Administrative Code. The Association is responsible to maintain and repair the Stormwater Management System of Fate’s Landing.

1.25 “Turnover” – that time or event (pursuant to 720.307 of the Florida Statutes as same may be amended from time to time) at which Members other than Declarant are entitled to elect a majority of the Association Board of Directors.

ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Fate’s Landing will initially be comprised and provides the method by which additional property may be added.

2.1 Initial Property. The property shown on the Plat of Fate’s Landing on **Exhibit A**.

2.2 Additional Property. Additional Property may be annexed to Fate’s Landing only by the following parties subject to the methods and restrictions set forth.

(a) Parties authorized to annex:

(1) Declarant: From time to time, Declarant has the right, but not obligation, to annex property (the Additional Property) to Fate’s Landing, if such property is adjacent to or abuts any property shown on the Plat. In determining if property is adjacent to or abuts the property shown on the Plat, roads separating the property may be disregarded. Declarant’s right to annex is absolute regardless whether Declarant owns the property to be annexed or a third party owns same. Declarant’s right to annex shall not terminate with the

termination of Class B membership, but shall extend so long as Declarant owns at least one (1) Lot in Fate's Landing.

(2) Association: At least a two-thirds (2/3) vote of all Owners entitled to vote is required for the Association to annex property to Fate's Landing. If Declarant is record Owner of at least one (1) Lot in Fate's Landing, the Association must, in addition, obtain Declarant's written approval to annex.

(b) Procedure: The party effecting an annexation of property shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by the Declarant or the president of the Association. The Supplemental Declaration shall contain a legal description of the Additional Property. The Supplemental Declaration may contain special provisions applicable to the Additional Property only. Any special provisions, in the sole discretion of the party effecting same, may limit the application of this Declaration (in whole or part) to the Additional Property, or may impose different or additional covenants, restrictions, conditions and easements upon the Additional Property. However, no provision shall be effective to exempt owners of the Additional Property from equitably sharing common expenses. Upon recording the Supplemental Declaration, the Additional Property shall be a part of Fate's Landing.

2.3 Subdivision or Replat of Lots: Owners may not subdivide or separate any Lot into smaller lots. However, this shall not prohibit corrective deeds or instruments.

Subject to applicable municipal regulations, Declarant reserves the right to modify the Plat in order to 1) adjust Lot boundary lines or 2) make other adjustments to the Plat which do not materially affect any other Owner, or with the materially affected Owners consent. Owners shall not unreasonably withhold their consent and are deemed to have given consent if they do not object in writing to the proposed Plat adjustment within fifteen (15) days after receiving written request for consent. Declarant, without the consent of other Owners, may replat an existing Lot(s) to a roadway, or other legal use or purpose, and upon such replat, the Lot shall no longer be deemed a Lot. Declarant may also establish additional easements on a Lot it owns without the consent of other Owners. Other than Declarant, no Owner has, or may have, a right of way to adjoining property over a Lot that is platted in Fate's Landing.

ARTICLE III – ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To insure residential buildings in Fate's Landing are harmonious, Declarant has, or will, create an Architectural Review Committee (hereafter ARC) to review and approve all plans for construction of Lot improvements in Fate's Landing, or modification of same. Although certain requirements are specified in this Declaration, the Guidelines, and Rules & Regulations, the ARC will not be limited to those specific requirements, but rather will have broad discretion.

3.1 Architectural Review Committee

(a) Composition: The initial ARC will be chosen by the Declarant. The initial ARC may consist of one (1) to three (3) persons, and may include a licensed architect(s). Any fee

charged by a licensed architect member shall be made a part of the application fee paid by the Owner. ARC members may be removed or replaced by the Declarant in its sole discretion. Until Turnover, members of the ARC need not be Owners. In Declarant's sole discretion, and by writing filed in the Public Records, it may assign the right to designate members of the ARC. After Turnover, the Board shall designate members of the ARC who shall be Owners, but need not be licensed architects. The ARC shall not ever consist of more than three (3) persons.

(b) Professional Advisors: The ARC may, but is not required, to employ one or more professionals, including without limitation, architects, engineers or land planners, to advise the ARC regarding unique or complicated projects. Said advisor(s) shall be paid a reasonable fee derived from application fees of the Owner whose project will receive professional advisement.

(c) Objectives: The ARC shall focus on without limitation the following:

(1) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;

(2) Ensure location and configuration of proposed improvements are visually harmonious with the terrain and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(3) Ensure architectural design of proposed improvements and their materials and colors visually enhance the Fate's Landing overall appearance;

(4) Ensure plans for landscaping provide visually pleasing settings for structures on the same, adjoining and nearby lots, and blend harmoniously with the natural landscape;

(5) Ensure proposed improvements comply with the Guidelines, this Declaration and other Rules and Regulations pertaining to architecture and landscaping.

(d) Permissible Powers: The ARC may:

(1) Establish through the Guidelines architectural and landscaping motifs and exterior themes;

(2) Establish architectural and landscaping standards and criteria in accordance with the Guidelines;

(3) Review all applications for compliance with the Guidelines, this Declaration and applicable Rules and Regulations;

(4) Seek compatible and harmonious architectural relationships with neighboring properties;

- (5) Require standards of architecture, construction and landscaping as set out in the Guidelines, this Declaration and applicable Rules and Regulations;
- (6) Establish and collect fees for application reviews from Owners;
- (7) Establish and collect fees from Owners for professional advisement of application process and or construction;
- (8) Establish and collect deposits from Owners and or their agents and pay from same without limitation costs of damage, repair or replacement caused by Owner and or their agents to Common Areas, other Lot's and/or improvements thereon, streets, walkways, and for clean up of Lots after construction;
- (9) Assure all Lots are maintained in conformance with this Declaration, Guidelines and applicable Rules and Regulations;
- (10) Establish, issue and collect fines for violations of the Declaration, Guidelines and or other Rules and Regulations as same pertain to matters under its authority;
- (11) Monitor and inspect for compliance with Approved Plans, this Declaration, the Guidelines and other Rules and Regulations as same pertain to matters under its authority;
- (12) Amend the Guidelines as same may be deemed needed in the ARC's discretion;
- (13) Provide reasonable assistance and guidance to Owners whose applications and plans have been disapproved and offer recommendations for adjustments aimed at making the applications and plans approved.
- (14) Maintain copies of applications, plans, specifications, material samples, color samples and other related architectural documents.
- (15) Keep Owners informed of ARC activities and changes to the Guidelines;
- (16) Institute litigation when necessary to enforce the Guidelines, Approved Plans, this Declaration and other Rules and Regulations as same may pertain to matters under its authority;
- (17) Other similar acts to promote and enforce the Guidelines, Approved Plans, this Declaration and the Rules and Regulations as same may pertain to matters under its authority.

(e) Enforcement Powers And Remedies. The ARC, including its agents, may enter any Lot or improvements to inspect same during construction to assure Approved Plans, Guidelines, this Declaration and Rules and Regulations are being followed. For purposes of this sub-section, the Association and Declarant (until Turnover) each have the same powers as the ARC. The intent is that all have standing to exercise the enforcement powers and benefit from the remedies.

(1) A written warning will be issued to the Owner citing construction or modification outside Approved Plans, or other violations of the Guidelines, this Declaration and/or the Rules and Regulations. The Owner will have ten (10) calendar days to bring the improvements within compliance or cure violations. No further construction may take place until compliance is achieved. If the Owner does not comply after notice, then the ARC may, but is not required, cause the non-approved improvements and or violations to be removed or cured and the cost of same (plus a 20% administrative fee) to be charged to the Owner as a personal obligation and/or an Individual Lot Assessment. In the sole discretion of the Declarant, ARC or Association, an injunction may be pursued separately or together with a cause of action for damages. Should the Declarant, ARC or Association incur reasonable attorney fees, court costs or other costs of litigation, same may be added to any judgment against the Owner and become a personal obligation and/or Individual Lot Assessment. All remedies are cumulative.

(2) No delay, failure or omission on the part of the ARC, Declarant or Association in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or waiver of its right to enforce. No person or entity may bring an action, legal or equitable, against the ARC, Declarant or Association for delay, failure or omission in exercising any right, power or remedy herein provided.

(f) Basis For Decision. In making its decisions, the ARC may consider purely aesthetic matters that in the sole opinion of the ARC will affect the desirability or suitability of the construction, such as, but not limited to: (1) quality of materials and workmanship, (2) harmony of external design or colors with surrounding Lots. The ARC will not be limited to the specific restrictions and requirements of this Declaration, Guidelines or Rules and Regulations.

(g) Limitations of Responsibility. The primary goal of the ARC is to review submitted applications, plans, materials and samples to determine if the proposed structure or modifications conform in appearance with this Declaration, the Guidelines and Rules and Regulations. However, the ARC does not assume responsibility for the following:

- (1) Structural adequacy, capacity or safety features of the proposed structure;
- (2) Soil conditions, erosion requirements, drainage or other general site work;
- (3) Compliance with all building codes, safety requirements, governmental laws, regulations, building set-backs or ordinances; or

- (4) Performance or quality of work by any contractor or sub-contractor.

Any Owner making, or causing to be made, any construction, improvement or modification of their Lot or improvements thereon, agrees for himself or herself, his or her successors, assigns and representatives, to defend, hold harmless and indemnify the ARC, Declarant, Association and all other Owners in Fate's Landing from any liability, costs, damages, judgments, debts, liens or obligations arising from damage to property or person (including death) while the Owner constructs or modifies improvements on their Lot, and or arising from the approval, disapproval, inspections, permissions, consents or withholding of permissions or consents, by the ARC, Declarant and or Association. Said Owner shall be solely responsible for the maintenance, repair and insurance of any proposed improvements or modifications and for assuring that the proposed improvement and modifications are in full compliance with all local, state and federal laws, rules, ordinances, regulations and building codes.

Neither the ARC, Association or Declarant shall be liable to the Owner, or any other party, for 1) failure to ensure the Approved Plans comply with applicable building codes, 2) are adequate and sufficient for construction, 3) that the Approved Plans will not result in defects in the improvements, 4) or that construction or modification was performed in accordance with the Approved Plans.

(h) Administrator. The ARC may appoint an Administrator to handle the day to day responsibilities of processing applications and coordinating with Owners including the following without limitation:

- (1) Explanation and interpretation of this Declaration, Guidelines and or applicable Rules and Regulations;
- (2) Providing pre-design conferences to consider site conditions for the proposed improvements, adjacent homes, easements, setbacks, etc.;
- (3) Scheduling of all meetings and notification to Owners;
- (4) Review job progress, schedule ARC inspections, issue ARC permits and certifications.
- (5) The Association management company may be assigned some or all of these tasks.

(i) Meetings. The ARC will conduct regular monthly meetings or meetings as frequently as warranted by the level of submittals. Special meetings may be called at the discretion of the ARC. Any person, other than Owners, intending to appear before the ARC in conjunction with an application shall notify the ARC 24 hours in advance. All appearances before the ARC shall be limited to 15 minutes, or as the ARC deems necessary.

(j) Minutes. All decisions of the ARC shall be recorded in minutes taken at ARC meetings. Copies of said records shall be made available to Owners upon request. One set of submitted plans, material samples, color samples, etc. will be retained by the ARC regardless of disposition of the application.

(k) Appeals. If an application has been denied, or approved with conditions the Owner does not agree with, the Owner may request a hearing before the Board. All decisions of the ARC, Association or Declarant are final and may not be appealed unless the appeal is filed in writing with the Board within thirty (30) days of the initial decision.

(l) Variances. All requests for variances should be made in writing and submitted to the ARC. Any variance granted or not granted shall not be used as a precedent for future decisions.

(m) Additional Requirements. In its sole discretion, the ARC, Declarant and or Association may require additional plans, reports or other matters be filed with any application.

(n) Precedential Value of Decisions. Any decision, approval, non-approval or approval with conditions made by the ARC, Declarant or Association on a specific application shall not require the same or similar decision, approval, non-approval or approval with conditions on a future application.

3.2 Architectural Review Procedures

(a) Construction Subject to Review. All construction, improvements, remodeling, modification on or to a Lot or landscaping must be approved in advance by the ARC. However, interior alterations not affecting the external appearance of the Lot or improvements on a Lot do not require approval.

Approval is required for, without limitation: all original construction of homes; exterior painting or other alterations of a building (including doors, windows and trim); replacement of roof or other parts of a building with other than duplicates of the original material and color; installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, privacy walls, fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings; initial landscaping and any alteration of landscaping determined material by the ARC.

(b) Application. The ARC may design forms for application and Owners must use same. The ARC may determine the plans, specifications, material samples, color samples and other information to be submitted with the application. No improvements, or alterations to improvements, may be started without Approved Plans. Modifications to Approved Plans must be approved as well.

(c) Application Fee; Construction Deposit. The ARC may establish procedures for application review and impose a review fee to be paid by the applicant. The ARC may establish and require the applicant to post a security deposit to insure all construction complies with

Approved Plans, damages to Common Areas, streets, utilities, other Lots are paid, and the cost of Lot cleanup at the end of construction is paid.

(d) Notification of Approval. The ARC must notify applicants in writing of its decision within thirty (30) days of the final meeting to consider the application. If no notification is forthcoming within said thirty (30) days, the application, plans, specifications, etc. will be deemed approved. The ARC may postpone its decision if the application is incomplete.

(e) Construction Completion. Each Owner shall commence construction within eighteen (18) months after closing on the purchase of their Lot and complete said construction within thirty (30) months after closing on the purchase of their Lot.

(f) Repurchase Rights. If the Owner fails to abide by either deadline contained in Section 3.2 (e) above, the Declarant shall have the exclusive right, but not obligation, to repurchase said Owner's Lot. The Re-Purchase price shall be 85% of the original sales price less any mortgage or lien on the Lot and all closing costs for the re-purchase.

3.3 Specific Restrictions & Requirements. The following restrictions and requirements shall apply to the Lots and to improvements constructed thereon. However, the ARC will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions. In addition to the following, the Declarant, Association and or ARC has, or will, adopt Guidelines that will govern construction, remodeling, renovation and landscaping of Lots in Fate's Landing, and same may be amended from time to time.

(a) Commercial Building. No building may be erected, placed or permitted to remain on any Lot for business or commercial purpose. However, this shall not preclude Declarant from annexing Additional Property which may be designated for business or commercial use. Nothing herein shall be interpreted to prevent Declarant from erecting a Model Home or Sales Center in Fate's Landing. In addition, Declarant may be permitted to bring temporary sales centers, such as trailers or modular buildings, into Fate's Landing during the home construction phase.

(b) Building Setback Lines. No structure shall be located closer to the street right of way or adjacent Lot boundary lines than the applicable building setback line appearing on the Plat. If the setback lines do not appear on the Plat, then the local applicable building setback line shall apply.

(c) Exterior Color and Materials. All materials and colors of exterior surfaces of improvements are subject to ARC approval. In its sole discretion, the ARC may establish a list of approved materials and colors applicable to Fate's Landing. Any such list may be amended, altered, discontinued or re-initiated from time to time. This restriction applies without limitation to the following: roofs, siding, exterior doors, windows and trim.

(d) Non-Interference with Easements. No improvement, planting or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation, function or maintenance of any entry way, hedge, planting, tree, grass, fence or other improvement or landscaping on a Common Property, or with the function, maintenance or repair

of the Stormwater Management System, or of any drainage easement. Any easement area and all easement improvements on a Lot shall be repaired and maintained by the Lot Owner except for those easements and improvements thereon that are required to be repaired and maintained by the Association, a public authority, or utility. In any event, an Owner may not interfere with the maintenance of the easement by the party responsible for same. This provision may be enforced by the easement holder or person or entity benefitting from the easements or maintenance, including without limitation the Declarant or Association.

(e) Utility Connections. Connections for all utilities including without limitation water, sanitary sewer, electricity, telephone, internet and cable TV must be run underground from the connecting point to the building in such a manner as is acceptable to the respective utility authority or company and the ARC.

(f) Mailboxes. A common community mail receptacle location has been, or will be, designated by the United States Postal System (USPS) and the facility constructed by Declarant. No other individual mail, magazine, newspaper or similar receptacle may be erected in Fate's Landing without ARC and USPS approval.

(g) Signs. No signs of any kind shall be displayed to general view on any Lot except under the following circumstances:

(1) Directional or traffic signs may be installed by Declarant, Association or local governmental authority.

(2) Entrance or other identification signs and associated walls, fences, lighting and landscaping may be installed by Declarant. Same shall be located on Common Property and a part of the Common Property owned, maintained, repaired and replaced by the Association.

(3) Declarant may erect signs advertising the sale of Lots or homes in Fate's Landing as well as the location of Model Homes and Sales Centers.

(4) Directional signs and signs communicating restrictions on use of Common Property in Fate's Landing may be erected by Declarant or the Association. Same shall be a part of the Common Property and maintained, repaired or replaced by the Association.

(5) One temporary "For Sale" or "For Rent" sign not more than six (6) square feet in size may be placed on a Lot by the Owner or Owner's Realtor.

(6) Signs containing Lot Owner's name and or street address must be approved by the ARC and be consistent with local emergency response standards and requirements.

(h) Fences and Walls. Any fence or wall on a Lot in Fate's Landing must be approved by the ARC prior to its construction.

(i) Manufactured Homes. No trailers, modular, pre-fabricated or other type of manufactured homes or buildings shall be permanently permitted in Fate's Landing with exception of temporary sales offices erected by Declarant.

(j) Flags. Flags may be displayed on Lots in conformance with Chapter 720.304, Florida Statutes, as same may be amended from time to time.

3.4 Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, work-shed or any other such building, shall be permitted on a Lot. However, any such temporary structure used in connection with construction shall be allowed if approved by the ARC but must be removed within five (5) calendar days immediately after construction.

3.5 Playhouses or Storage Sheds. Structures detached from the main residence for (without limitation): garages, storage, playhouses, and plants must be approved by the ARC. Those structures must be within the building area of the Lot and have exterior materials and colors that are consistent with the main residence.

3.6 Exemptions. Construction of new improvements and or modification of same effected by, or on behalf of Declarant, its assigns, successors, or related entities (specifically including Randy Wise Homes, Inc.) is exempt from review fees except for the fees of architects or other professionals serving on or in assistance to the ARC. In addition, construction of new improvements and or modification of same effected by, or on behalf of Declarant, its assigns, successors, related entities (specifically including Randy Wise Homes, Inc.) is exempt from a construction deposit.

ARTICLE IV – USE AND MAINTENANCE OF PROPERTY

The following are imposed on the use of Lots within Fate's Landing to promote a harmonious neighborhood and limit uses and maintenance that may result in a nuisance to other Owners.

4.1 Maintenance of Exteriors. Each Owner of a Lot shall maintain and repair the exterior of all structures and improvements, including landscaping, erected thereon in a neat and orderly manner and in compliance with this Article IV. If an Owner fails to bring their Lot or improvements within compliance within thirty (30) days after being given written notice of violations, then the Declarant, Association and/or ARC may, but are not required to, enter the Lot and perform maintenance or repairs. The cost of same (plus 20% administration fee) may be charged to the Owner as a personal obligation and/or to the Lot as an Individual Lot Assessment. If the Owner fails to pay the charge in full within ten (10) days of the charge, a service charge of 18%, or the highest rate permitted by law, will be added and same may be collected or enforced by legal or equitable action. If the Declarant, Association or ARC prevails, that party's reasonable attorney fees, court costs and other costs of collection may be added to the judgment against Owner. Each Owner hereby grants to the Declarant, Association and/or ARC, together with their employees, agents, contractors or sub-contractors, an easement to enter the Lot to perform maintenance and repairs under the circumstances stated herein. Each day a Lot is permitted by an Owner to violate this section may be fined as a separate violation.

4.2 Noxious Vegetation. Owners may not permit the growth of noxious weeds or vegetation on the Owner's Lot. All unimproved areas of the Lot must be maintained in an attractive manner. Each day a Lot is permitted by an Owner to violate this section may be fined as a separate violation.

4.3 Litter, Trash, Garbage. No litter, trash, garbage, refuse or rubbish may be deposited, dumped or kept on a Lot except in enclosed sanitary containers which shall be kept in the garage or otherwise outside of public view. Trash containers may be left at the front of the lot on days designated for pick-up and then promptly returned to the proper storage area.

4.4 Nuisances. No unreasonable noises, dust, vibrations or odors are permitted to originate from any Lot. No Owner, their family, guests, or tenants, may commit or permit any nuisance, any immoral or illegal activity, or anything else that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within Fate's Landing is strictly prohibited without the approval of the Declarant or the Association. This section is not to be construed to prohibit usual construction activity, noise, vibration or dust created during normal construction hours.

4.5 Parking. Private passenger and non-commercial cars, trucks and vans, excluding motorhomes, travel trailers and RVs, may be parked on Lots but must be kept completely within a garage or upon a hard surface driveway area without blocking the sidewalk. Motorcycles, ATVs, UTVs, golf carts and similar vehicles must be parked within an enclosed garage. No on-street parking is permitted in Fate's Landing except to the extent allowed by the Association (subject to local municipal ordinances), and none shall be permitted overnight.

Boats and personal watercraft, such as (without limitation) jet skis and wave runners, and trailers for same, must be parked in the enclosed garage or parked offsite. However, one trailer for two (2) personal watercraft or one (1) boat may remain parked in the driveway of each home from Friday at 5:00 pm to Sunday at 5:00 pm and in the case of Memorial Day, July 4th (Independence Day) and Labor Day, said trailer may remain in the driveway from 5:00 pm the evening preceding the holiday to 5:00 pm of the day following the holiday.

Commercial vehicles (automobiles, vans, trucks) may be parked on a Lot only for the time necessary to make deliveries or perform services, and never overnight. However, if any such vehicle is owned by an Owner and used in his or her business, this provision shall not apply. Recreational vehicles, motor homes, travel trailers, campers, and other trailers may not be parked on the Lot other than on the hard surface driveway and not in excess of forty-eight (48) hours during such time as same is being loaded or unloaded and may not be occupied overnight. At all other times, said vehicles must be kept in the rear yard or enclosed garage. No repairs to and or maintenance of any vehicle on a Lot, Common Property or street right of way is permitted.

4.6 Animals/Pets. Only dogs, indoor cats, fish, indoor birds and small reptiles/amphibians (not exceeding 10 pounds) may be kept by an Owner or a guest. No livestock or poultry of any kind may be raised, bred or kept on any Lot. Except for fish, no Owner will be allowed to possess on a Lot more than two (2) of each type of permitted animal. No animal shall

be kept on any Lot for any commercial purposes. All animals must be (a) duly licensed, if applicable, (b) not constitute a nuisance, and (c) must be kept inside or on a leash always. All Owners shall be responsible to immediately collect and dispose of the waste and litter of their pets (including pets of their guests) from Fate's Landing street right of ways, sidewalks, Lots and or Common Property. If an Owners fails to do so and the Association provides said waste or litter removal, the Owner shall pay a fee of \$25.00 for each occasion. Said charge shall be a personal obligation and or Individual Lot Assessment to the Owner and Lot. The Association reserves the right to adopt additional or different pet regulations in order to prevent nuisances from arising or continuing. Further, the Association reserves the right to have permanently removed from Fate's Landing any animal that creates an ongoing nuisance or danger to other Owners, their families, guests and or tenants. The Declarant and or Association shall have the discretion to make exceptions to this section 4.6 if no harm will come to the community.

4.7 Preservation Areas. There are currently, or may be in the future, certain areas noted on the Plat as being "Preservation Areas", "Conservation Areas", "Natural Buffer" or something similar. These areas are set aside due to governmental permit requirements. All Lots are encumbered by a Vegetative Natural Buffer required by the Northwest Florida Water Management District. The Vegetative Natural Buffer is indicated on the Plat and the Owners of Lots encumbered by the buffer are responsible for ensuring it remains in its natural state. The natural vegetation in these areas shall not be cut, mowed, poisoned, disturbed, impacted or otherwise destroyed by any Owner for any reason and no construction of any kind is allowed. No fertilizer shall be applied to any area contributing runoff to the Vegetative Natural Buffer. Those areas contributing runoff to the Vegetative Natural Buffer shall also be stabilized with permanent vegetative cover that is consistent with the Florida Yards and Neighborhood program requirements (https://fl.ifas.ufl.edu/materials/FYN_Handbook_2015_web.pdf).

Any Owner who violates this provision shall defend, indemnify and hold harmless the Declarant and Association for any losses either may sustain due to said Owner's actions including, without limitation, reasonable attorney fees and court costs. Declarant and Association reserve the right to select their own counsel in the event of an indemnifying event.

4.8 Leasing. No homes, or portions thereof, shall be leased except for a term of six (6) months or greater. All leases shall be in writing. Upon request, Owners will supply the Declarant or Association with a copy of any lease. Violation of this section will subject the tenant to eviction. Attorney fees and court costs incurred by the Declarant or Association in an eviction action shall be a personal charge against the Owner and or an Individual Lot Assessment.

ARTICLE V – COMMON PROPERTY

5.1 Title to Common Property.

(a) Ownership. The Common Property may be owned by the Association for the benefit of all Owners and Members.

The Association will maintain the Common Property for the benefit of all Owners and Members and, when necessary, improve, convey or lease the Common Property.

The fencing and landscaping around the lift station located near the entrance to Fate's Landing is to be owned and maintained by the Association. The lift station and supporting apparatuses will be owned and maintained by the Okaloosa County Water and Sewer Department, as well as the common area upon which the lift station is located. Okaloosa County nor its agents will be liable for damages to either the fence or the landscaping as a result of maintenance, replacement, or removal of the lift station. The Association will enter into a maintenance agreement with Okaloosa County for the maintenance of the landscaping and fencing.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Property. If Declarant owns at least one (1) Lot in Fate's Landing, the Association must obtain its approval before conveyance of Common Property, personal property or easements. Upon Declarant no longer owning a Lot in Fate's Landing, its approval is no longer necessary. Membership approval is not necessary for the Association to convey personal property or grant easements on real property.

(c) Dedication. If the county or municipal government requests the Association to convey title or dedicate the Common Property, or a portion thereof, to the public, the Association will be authorized to make such conveyance or dedication with the approval of the Members by majority vote. Upon such dedication by the Association, all obligations of the Association toward the dedicated property shall cease except for conditions which may be imposed in the dedication.

5.2 Maintenance, Management, Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, maintenance, repair, replacement and improvement of the Common Property and must keep same attractive, clean and in good repair in accordance with this Declaration and applicable governmental regulations.

(b) Management Agreements. Declarant and or Association may contract with a company of their choice to provide management services for a fee. Other firms or persons may be hired and paid to maintain, repair or replace Common Property.

5.3 Capital Improvements. The Association may make capital improvements to the Common Property and may modify uses of the Common Property.

5.4 Damage Or Destruction of Common Property. If any Owner, including their guest, tenant, customer, licensee, agent, employee or family member, shall damage or destroy Common Property intentionally or due to negligence or misuse, the Owner hereby authorizes Declarant and/or Association to replace or repair same. The cost of said repair or replacement (plus a 20% administrative fee) shall be charged to the Owner as a personal obligation and/or to Owner's Lot as an Individual Lot Assessment.

5.5 Compliance With Laws. Use and maintenance of the Lots and Common Property must comply with all applicable laws, ordinances, and regulations, including without limitation,

the requirements of Okaloosa County, Florida, the Northwest Florida Water Management District, the Florida Department of Environmental Protection and the United States Corps of Engineers.

5.6 Rules For Use Of Common Property. Members will have the right to use the Common Property only in accordance with Rules and Regulations initially made by Declarant and as revised from time to time by Declarant and or the Association. The Rules and Regulations may provide limitations on the use of the Common Property including without limitation, time of use, who may use (for instance Owners, their families, guests, etc.), and fees for use. Members are not entitled to rebates or reduction in assessments due to restrictions in use or because they use the Common Property less than other Owners, or not at all. Copies of Rules and Regulations on Common Property use are available without charge from the Association or the Association management company.

Declarant, its successors, assigns and related entities (specifically including Randy Wise Homes, Inc.) may use the Common Property or vacant Lots it owns for events held for the purpose of promoting sales of Lots and/or homes in Fate's Landing or other locations.

5.7 Stormwater Management System. The Association will be responsible to maintain, operate and repair such portions of the Stormwater Management System (including without limitation dry and wet retention areas and exfiltration system) as is located on Common Property. Maintenance refers to practices that allow the system to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted or required by the Northwest Florida Water Management District and the Florida Department of Environmental Protection. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the Northwest Florida Water Management District or the Florida Department of Environmental Protection. Each Member will be assessed a proportional share of the annual cost to maintain the Stormwater Management System as a part of the General Assessment. All Owners will comply with the applicable provisions of the Northwest Florida Water Management District's Environmental Resource Permit IND-091-9860-1, issued to Randy Wise Homes and attached as **Exhibit D** and made a part hereof by reference.

ARTICLE VI – GRANT AND RESERVATION OF EASEMENTS

Every Owner has the benefit of certain easements and the responsibility for others as follows:

6.1 Owners' Easement of Enjoyment of the Common Property. Every Owner will have a right and easement of enjoyment in and to the Common Property, subject to the limitations imposed by Declarant's reserved rights, this Declaration, the Rules and Regulations, or the Guidelines.

This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants and guests.

6.2 Easements in Favor of Declarant and Association. Declarant reserves for itself and for the Association the following perpetual easements:

(a) Utility Easements. For ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences upon all property subject to utility easements as shown on the Plat; across, over, throughout, and under the Common Property; and five feet in width along the front, rear, and side line of each Lot. This easement shall be automatically deemed abandoned as to the interior side Lot lines if two or more Lots are combined into a single building site.

(b) Police Powers; Security. A blanket easement throughout Fate's Landing for police powers and other emergency services supplied by the local, state, and federal governments and for any security services that may be provided by the Association.

(c) Construction Easement. An exclusive easement is hereby reserved for the benefit of Declarant and its agents, employees, suppliers, contractors and sub-contractors for the purpose of performing construction on any existing Lot, Common Area or Right-of-Way, and for construction on any Additional Property annexed hereto pursuant to the annexation provisions described in this Declaration. Declarant, its agents, employees, successors and assigns, shall be solely responsible for repairing and replacing any property, including landscaping, which may be removed or damaged during the construction process conducted by Declarant. Declarant shall use its best efforts to repair and replace any damage caused by Declarant with like kind replacements. Declarant shall not be responsible for any personal property not attached to a home or land.

(d) Future Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate easements and rights of way on any Lot within Fate's Landing owned by the Declarant. In addition, Declarant hereby expressly reserves the right to grant easements and rights of way over, under and through Additional Property so long as the Declarant shall own any portion of Fate's Landing.

(e) Ingress and Egress. Declarant reserves unto itself a non-exclusive easement over the private roads of Fate's Landing.

6.3 Easement to the property owners and residents of the Bluewater Bay Municipal Services Benefit Unit for pedestrian access to the Park: An easement over and upon the pedestrian sidewalk adjacent to Ella Lane and over and upon the Park, as depicted on the Plat, is hereby granted to the Bluewater Bay Municipal Services Benefit Unit owners and residents for the purpose of pedestrian access to the Park for passive recreational purposes therein.

ARTICLE VII - ASSOCIATION ORGANIZATION

Declarant will control the Association during the development and home construction stage in Fate's Landing. Upon termination of Class B Membership, Owners will be responsible for the continuation of the Association subject to rights reserved by Declarant herein or provided to Declarant by statute whether stated herein or not.

7.1 Membership. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights. The Association will have two classes of voting membership:

(a) Class A. Class A Members are all "Owners of Lots other than Declarant". Class A Members are entitled to one vote for each Lot owned.

(b) Class B. The Class B Member is Declarant, which shall be entitled in all matters pertaining to voting, votes equal to (1) the number of Lots from time to time subject to the Declaration, and (2) the number of Lots anticipated for Additional Property (which shall not be greater than the allowable zoning as amended from time to time, for the Additional Property), (3) plus one (1) vote. Declarant may assign its Class B Membership. The Class B Membership will end and be converted to Class A Membership when the earlier of the following events occurs:

(1) Three months after 90 percent of the Lots in Fate's Landing that are subject to this Declaration have been conveyed to Members other than Declarant; or

(2) Declarant chooses to become a Class A Member, as evidenced by instrument to such effect, executed by Declarant, which is recorded in the Public Records.

7.3 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the number of votes for that Lot will remain one (1), and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association for voting purposes. If the Association is not informed on how the voting rights of a Lot are to be exercised, that Lot's vote will not be counted.

7.4 Board of Directors.

(a) Composition. The Board will initially consist of at least three persons appointed by Declarant. Those persons will serve at Declarant's discretion and may be removed or replaced by Declarant. Board members selected by Declarant are not required to be Owners in Fate's Landing.

Upon termination of the Class B Membership, the Board will consist of at least three directors, selected in accordance with the Articles and Bylaws. However, so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in Fate's Landing, the Declarant shall be allowed to elect at least one member of the Board. Board members selected by the Owners must be Owners in Fate's Landing

(b) Classes. Each director will be appointed or elected to one of three classes to be known as Class 1, Class 2 or Class 3. Directors will be elected by class to provide for staggered terms. If the number of directors is increased as permitted by the Bylaws, each new position must be assigned to a class with the intention that each class will have an equal number of directors to the extent possible under the circumstances.

(c) Term of Office. The initial term for the Class 1 director will be for one year. The initial term for the Class 2 director will be for two years. The initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for two years. However, directors will always serve until resignation, removal, or the election of their successors.

(d) Voting Procedure. At each Annual Meeting, the Members will elect directors to replace directors whose term of office is then expiring. Each Class A Member will have one vote for each seat to be filled and the Class B Member will have five (5) votes for each Lot owned by the Class B Member. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. If there is a tie vote, the Class B Member will be given one additional vote and the opportunity to cast such vote to break the tie. The meeting will, in other respects, be conducted in accordance with the Articles and the Bylaws.

(e) Removal. Any director may be removed from office, with or without cause, by majority vote of the Members attending at a duly noticed meeting of the Members.

(f) Vacancies; Replacement of Directors. Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association may be called by any officer or by any Member to elect new members to the Board.

(g) Compensation. Directors shall not receive compensation for their services unless approved by the Members. This will not prevent a Class B Member or an affiliate of a Class B Member from being compensated for management or other services.

7.5 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

ARTICLE VIII - OPERATION OF ASSOCIATION AND BOARD

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board acting on the Members' behalf. For those decisions requiring Members' approval, the Annual Meeting of the Members provides a public opportunity for discussion.

8.1 Annual Meeting.

(a) When called. The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be as set forth in Articles and the Bylaws.

(b) Quorum. Voting at an Annual Meeting requires the presence of Members (in person or by proxy) representing 30% of the voting interests of the entire membership, and Declarant or its representative so long as Declarant owns at least one Lot.

(c) Notice. The Association shall give all Owners and Members notice of all membership meetings which shall be mailed, delivered, or electronically transmitted not less than fourteen (14) days prior to the meeting.

(d) Duty to Give Notice of Contact Changes. Each Owner and Member has the affirmative duty to promptly initially supply the Association (or Association Manager) with accurate contact information, and thereafter any changes thereto, including: mailing address; regular dwelling address; telephone number; cell phone number; email address.

8.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority, to act on behalf of the Association in all matters.

(b) Quorum. Voting at a Board meeting requires the presence in person or by telephone conference call, of at least 50% of the Directors. Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of attendance of a meeting by obtaining the written approval of the Board majority.

(c) Notices. Notices of all board meetings must be posted in a conspicuous place in Fate's Landing at least 48 hours in advance of the meeting. In the alternative, if notice is not posted in a conspicuous place in Fate's Landing, notice of each board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. If the Board desires to levy an Assessment at a meeting, the notice must include a statement describing the Assessment being considered. All meetings must be open to the Members, except for meetings permitted by law to be closed.

8.3 Recordkeeping. The Board shall keep, or cause to be kept, a record of all meetings of the Board and the Association. For each action taken, the record must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record must be available for inspection by any Member, except for records of closed meetings of the Board. Officers may be elected by the Board by secret ballot.

8.4 Fines. The Declarant may establish fines and determine the amount of same to be levied against Owners and Members for violations of this Declaration, the Guidelines or other Rules and Regulations. After turnover, the Board may appoint a committee of three (3) persons to perform the same functions. Establishment of fines shall be consistent with Florida statutory guidelines.

ARTICLE IX - ASSOCIATION BUDGET

The Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year. The fiscal year of the Association will begin January 1 of each year and end on December 31. The Board must prepare an annual budget for each fiscal year.

9.2 Budget. The Association will provide each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request of a Member at no charge. The copy must be provided within ten (10) business days of the request. The annual budget will estimate total expenses to be incurred by the Association in carrying out its responsibilities. The budget must include:

- (a) The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;
- (b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves;
- (c) Fees for professional management of the Association (which may include Declarant), legal counsel, and accounting;
- (d) Taxes, if the Common Property is taxed separately from the Lots;
- (e) An estimate of revenues from the General Assessment.

9.3 Reserves. The Association shall accumulate and maintain adequate reserves for working capital, contingencies, and replacements. Same shall be included in the annual budget and collected as part of the annual General Assessment. This shall not occur until the termination of Declarant's guarantee described in Paragraph 10.2 of this document. Extraordinary expenses not originally included in the annual budget will be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, such excess may be used to reduce the General Assessments for the following year.

9.4 Capital Contributions. In the discretion of the Declarant or Board, those funds collected pursuant to Capital Contributions described in Article X, Section 10.1(a) & (b) may be used for special capital projects or reserve account projects. The Declarant or Board may, but is not obligated to, use Capital Contributions for unpaid general annual budgeted expenses, in whole or part, by General Assessment collections in the fiscal year of the Capital Contribution collection.

9.5 Preparation and Approval of Annual Budget.

- (a) Initial Budget. Declarant will prepare the first annual budget.

(b) Subsequent Years. Budgets other than the initial budget will be prepared at the direction of the Board at least one month before the end of the fiscal year. The budget and the General Assessment must be adopted by Board majority. The Board shall cause a copy of the proposed budget to be sent to Owners at least thirty (30) days prior to the Board Meeting at which the budget is to be adopted.

9.6 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay a General Assessment whenever the amount of such General Assessment is finally determined. In the absence of an annual budget, each Member shall continue to pay the General Assessment at the rate established for the previous fiscal period until notified otherwise.

9.7 Financial Reporting. The Board shall prepare an annual financial report for the Association as required by Florida law within 60 days of the close of the fiscal year and either provide each Member with a copy of the report or a notice that a copy is available without charge.

9.8 Capital Improvements. The Board shall determine whether capital improvements should be paid from General Assessments, Special Assessments or Capital Contributions. If the cost of all capital improvements to be paid within a single calendar year totals more than 25% of the Association's annual budget, the capital improvements must be approved by majority vote of the Members. Any repair or maintenance of existing improvements will not be considered a capital improvement.

9.9 Reserves and Other Association Funds. All sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund. Reserves shall be kept in a separate account.

9.10 Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the General Assessment for such year if it appears that there will be insufficient income to meet the obligations of the Association.

ARTICLE X - COVENANTS TO PAY ASSESSMENTS AND CAPITAL CONTRIBUTIONS

The cost to fulfill the Association's financial obligations is divided equitably among the Members by means of Assessments and Capital Contributions (hereafter Assessment/Capital Charges). To ensure that the Association has a reliable source of funds, and to protect those Members who contribute their equitable share, Assessments/Capital Charges are mandatory and are secured both by a lien on the Lots and the Member's personal obligation.

10.1 Obligation for Assessments/Capital Charges. Each Owner covenants and agrees to pay for each Lot owned, whether by acceptance of a deed or other transfer instrument, and regardless of the expression or lack thereof in the instrument, the following Assessments/Capital Charges which amounts, if stated, are subject to change:

(a) **Initial Capital Contribution:** equal to $\frac{1}{4}$ of 1% of the Lot plus home purchase price due and payable from and by the first transferee from the Declarant at the time of the transaction closing. These funds may be used by the Association for general expenses or capital improvements;

(b) **Transfer Capital Contribution:** equal to $\frac{1}{4}$ of 1% of the Lot plus home purchase price due and payable from and by subsequent transferees at the time of the transaction closing. These funds may be used by the Association for general expenses or capital improvements;

The following transfers are not subject to the Transfer Capital Contribution: 1) mortgage or lien foreclosure; 2) transfer in lieu of mortgage or lien foreclosures; 3) creating a trust; 4) creating tenancy by the entireties; 5) pursuant to a divorce decree or other court order;

(c) **General Assessments** for expenses included in the Association annual budget;

(d) **Special Assessments** for the purposes provided in this Declaration; and

(e) **Individual Lot Assessments** for any charges particular to that Lot.

10.2 **Guarantee of Class B Member.** The Class B Member agrees that it will be obligated to pay any actual operating expenses of the Association in excess of the revenue derived from the Assessments, including any increases made during a fiscal year, until the end of the first fiscal year of the Association. This obligation is called the "Budget Guarantee." The Class B Member may elect to continue the Budget Guarantee on an annual basis, but shall not be required to.

10.3 **Exempt Lots.** As consideration for the Budget Guarantee and transfer of the Common Property, or portions thereof, to the Association, the Class B Member and its affiliates (including without limitation Randy Wise Homes, Inc.) are not subject to any Assessment/Capital Charge for any Lot they own or purchase, nor is the Lot subject to any Assessment/Capital Charge, lien or enforcement action set forth in this Article. The foregoing Lots shall be referred to herein as "Exempt Lots".

10.4 **Equitable Division of Assessments.** The General Assessments and Special Assessments shall be assessed among all Lots (less Exempt Lots) as follows:

The General Assessment and Special Assessment will be payable equally among Lots (less Exempt Lots) whether vacant or improved. Each assessed Lot will be subject to a sum equal to the respective General Assessment or Special Assessment divided by the number of all Lots (less Exempt Lots).

10.5 **General Assessments.**

(a) Establishment by Board. The Board will set the date or dates the General Assessments will be due, when General Assessments are delinquent, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

(b) Pro-ration Upon Sale of Exempt Lot. When an Exempt Lot is conveyed to an Owner subject to Assessments, only the portion of the fiscal year following the transaction closing shall the General Assessment be assessed on a daily prorated basis.

(c) Late Fee and Interest. The Board may impose a late fee for delinquent payments. Late fees shall be the maximum amount allowed by Fla. Statute Chapter 720.3085 (3)(a) as may be amended from time to time. Additionally, interest will accrue at eighteen percent (18%) per annum on delinquent amounts.

10.6 Special Assessments. In addition to the General Assessments, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

(a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Special Assessment. By a 2/3 vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

(c) Exemption. Exempt Lots will not be subject to Special Assessments declared while an Exempt Lot and will not be subject even if the exemption is lost prior to the date the Special Assessment is payable in whole or part.

10.7 Individual Lot Assessments. The Association may levy an Individual Lot Assessment against an individual Lot for the purpose of defraying, in whole or in part, the cost of any special services, costs or expenses attributable to that Lot, which charges are permitted by this Declaration. An Individual Lot Assessment may be levied on account of any legal expenses (trial or appeal) and or costs incurred by the Declarant, Association and or ARC in enforcing this Declaration, Rules and Regulations or Guidelines or in collecting fines or damages attributable to a specific Lot or Lot Owner.

10.8 Effect of Nonpayment of Assessments or Capital Contributions; Remedies.

(a) Personal Obligation. All Assessments/Capital Charges, together with any late fees, interest, and costs of collection when delinquent, including reasonable attorneys' fees and court costs at trial or appeal, shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment/Capital Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment/Capital Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment/Capital Charge also shall be a continuing lien on the Lot against which the Assessment/Capital Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment/Capital Charge that is then due and any that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment/Capital Charge is subject to the subordination provisions of this Article.

(c) Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law or equity against the Owner personally obligated to pay the Assessment/Capital Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of all the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment or Capital Contribution charge will be inferior to the first mortgage lien of any Mortgagee. The liability of the first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: 1) the parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or 2) one percent of the original mortgage debt.

(e) Other Remedies. To the fullest extent permitted by law, the Association may assess fines and suspend the voting rights and right to use of the Common Property by an Owner for any period during which any Assessment/Capital Charge against the Owner's Lot remains unpaid.

(f) WAIVER OF JURY TRIAL. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS DECLARATION AND THE SALE OF ANY LOT FROM DECLARANT, OR ITS SUCCESSORS AND ASSIGNS, TO AN OWNER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS DECLARATION.**

10.9 Certificate of Payment. The treasurer or manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board, or by the manager if authorized by the Board, stating whether any Assessments/Capital Charges are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be

conclusive evidence of payment of an Assessment/Capital Charge through the date of the certificate.

ARTICLE XI - INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may become available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

11.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once every three (3) years.

11.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

11.3 Public Liability and Property Damage. The Board shall obtain public liability and property damage insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property and the activities of the Association as permitted by this Declaration. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners. Such insurance must always name Declarant as an additional insured until 25 years after the date of this Declaration.

11.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

11.5 Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

11.6 Repair and Reconstruction after Casualty. If casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise its prompt repair and restoration. The Board shall obtain funds for such reconstruction first from any insurance proceeds, then from any reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

11.7 Indemnity of Declarant. In consideration of Declarant conveying the Common Property, or portion thereof, to the Association, the Association releases, indemnifies, and shall defend and hold Declarant, its officers, employees, related entities and agents harmless from any and all liability arising out of the Common Property or construction thereon and shall defend Declarant against all claims of any third party. Such indemnity and defense shall include attorneys' fees and costs incurred by Declarant at trial and on appeal. Declarant shall have the right to choose its own attorney(s).

ARTICLE XII - GENERAL PROVISIONS

This article sets forth rules of interpreting this Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

12.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all the terms and conditions of this Declaration.

12.2 Release From Minor Violations. Without liability, Declarant, Association and or the ARC, shall have the right at any time, by written instrument recorded in the Public Records to release a Lot from minor violations of this Declaration, Guidelines or applicable Rules and Regulations including, without limitation (1) encroachments into easements, (2) encroachments over building restriction lines, and (3) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 90% of the required minimum.

12.3 Enforcement.

(a) This Declaration, Rules and Regulations and Guidelines may be enforced by Declarant, Association, any Owner and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The ARC may enforce this Declaration, Rules and Regulations or Guidelines as same relate to architectural, landscaping and or construction matters. The failure by any party to enforce any matter permitted herein shall in no event be deemed a waiver of such matter or of the right of such party to thereafter enforce such matter. Any of the named parties being the prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

Any dispute arising pursuant to benefits and obligations contained in this Declaration, Guidelines, Rules and Regulations or arising from the sale of Lots by Declarant to Owners, shall be determined by a judge and not a jury, with venue solely being in the First Judicial Circuit Court in and for Okaloosa County, Florida. All Owners specifically waive their right to a jury trial in any litigation arising out of this Declaration, Guidelines, Rules and Regulations or arising from the sale of Lots by Declarant to Owners. In the event the Declarant, Association or ARC is a prevailing party and incurs attorney's fees and costs in enforcing this Declaration, Guidelines, Rules and Regulations or arising from the sale of Lots by Declarant to Owners, those costs may be made a part of any judgment against the non-

prevailing party and same shall be a personal obligation of the Owner and an Individual Lot Assessment. Prior to initiating any litigation, the parties shall submit their dispute(s) to non-binding mediation.

(b) The Florida Department of Environmental Protection will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the surface water or stormwater management system.

12.4 Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

12.5 Notices. Notices shall be given as to Owners by sending first class postage prepaid mail to the Owner's address maintained by the Association, and as to Declarant, by sending certified mail to the address of Declarant filed with the Florida Secretary of State.

12.6 Amendment.

(a) Subject to the provisions of Paragraph 12.7, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Lots, to amend this Declaration without the consent or joinder of any party to (1) conform to the requirements of the Florida Department of Environmental Protection or other governmental agency, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (2) conform to the requirements of mortgage lenders or title insurance companies; or (3) perfect, clarify, or make internally consistent the provisions herein.

(b) Subject to the provisions of Paragraph 12.7, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, so long as any Owner's right to the use and enjoyment of their Lot is not materially altered.

(c) Subject to the provisions of Paragraph 12.7, this Declaration may be amended by consent of Owners of seventy-five percent (75%) or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records, provided that no such amendment will be effective without the consent of Declarant until Declarant own no Lots or other property within Fate's Landing.

(d) Declarant, without the consent of any party, may bring within the scheme of this Declaration additional land by Supplementary Declaration in accordance with the procedures set forth within this Declaration.

(e) Any amendment to the Declaration that would alter the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Florida Department of Environmental Protection.

12.7 Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on 5 or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within 30 days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This Paragraph shall not apply or be construed as a limitation on those rights of Declarant, the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

12.8 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

12.9 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

12.10 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, Rules and Regulations and or Guidelines or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Declarant or increases the liabilities of or duties imposed on Declarant, will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

12.11 Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date hereof, after which time this Declaration shall be automatically

renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 50-year period or one year before the final year of each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by at least 75% of all Owners and all Mortgagees, upon which event this Declaration shall be terminated as of the 1st day of January of the year following the year in which such instrument was recorded, as the case may be.

ARTICLE XIII - STORMWATER MANAGEMENT

13.1 Stormwater Management System and Stormwater Discharge Facility. The Association shall operate and maintain a stormwater management system and stormwater discharge facility as exempted or permitted by Okaloosa County and the State of Florida. The Association shall establish rules and regulations, assess Members and contract for services to operate and maintain the system. Said operation of the stormwater management system and discharge facility shall be as follows:

(a) Each Lot shall be a part of the stormwater management system, which requires stormwater retention areas to be maintained by the Association, and operated in accordance with the regulatory requirements of Okaloosa County and the State of Florida;

Every Owner of a Lot is hereby prohibited from:

- (1) altering, modifying, disturbing or doing any act which interferes with the stormwater retention facilities.
- (2) using the area beneath their home for stormwater retention or detention.
- (3) allowing stormwater to discharge or run off their Lot unless approved by Declarant, Association or the ARC to connect to the subdivision discharge facility.

(b) There shall be assessed by the Association as set forth herein, on each Lot Owner, a pro-rated assessment in the amount required to maintain, repair, and meet the expenses and costs of the stormwater retention facilities, including, but not limited to, the expenses of repair, maintenance, and when necessary, the replacement of the drainage system, and stormwater system.

13.2 Drainage Easements. A blanket non-exclusive easement and right to go on, over, under and through the ground within Fate's Landing to maintain and to correct drainage of surface water and other erosion controls is established. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Declarant or Association, as applicable, shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. This easement may be exercised by the Declarant or the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use for stormwater management, retention, storage or treatment.

No such area shall be altered and no improvements shall be placed or allowed to be placed or to remain in such areas without the prior written approval of the Declarant, Association or ARC.

[Signatures appear on next page]

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions, Restrictions and Easements for Fate's Landing to be executed the day and year first above written.

WITNESSES:

Fate's Landing Development LLC, a Florida limited liability company

Adrienne Lynn Ashley
Printed: Adrienne Lynn Ashley

By: David R. Wise
Its: Manager

JENNETH BARRICK
Printed: JENNETH BARRICK

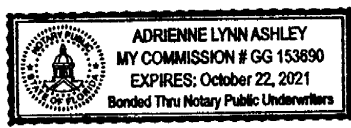
STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 25th day of September, 2019, by David R. Wise, Manager of FATE'S LANDING DEVELOPMENT LLC. Such persons did not take an oath and: (Notary must check applicable box)

- are personally known to me.
- produced current _____ driver's licenses as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Adrienne Lynn Ashley
Signature of Notary
Adrienne Lynn Ashley
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):
My Commission Expires (if not legible on seal):



CONSENT AND JOINDER

The undersigned, as the owner and holder of that certain Mortgage recorded at Official Records Book 3324, Page 1405, as modified by a Mortgage Modification and Corrective Agreement recorded in Official Records Book 3338, Page 3367, and by a Mortgage Modification Agreement recorded in Official Records Book 3369, Page 1930, of the public records of Okaloosa County, Florida, hereby joins in and consents to this Declaration of Covenants, Conditions, Restrictions and Easements for Fate's Landing to be recorded in the public records of Okaloosa County, Florida.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of this 27th day of September, 2019.

Signed, sealed and delivered in the presence of:

United Bank

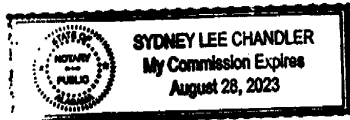
[Signature]
Print Name David Kitchens
[Signature]
Print Name Danielle Wagner

By: [Signature]
Name: WES YOUNG
Its: SVP, GENERAL COUNSEL

STATE OF ~~FLORIDA~~ ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 27th day of Sept, 2019 by Wes Young, as SVP, General Counsel for United Bank. He or She is personally known to me or produced _____ as identification.

{Notary Seal must be affixed}



[Signature]
(Signature of Notary)
Sydney Lee Chandler
(Print Name of Notary Public)
Notary Public, State of ~~Florida~~ Alabama
My Commission Expires: 8/28/23
Commission No.: 005006274

CONSENT AND JOINDER

The undersigned, as the owner and holder of that certain Modification of Mortgage and Spreader Agreement recorded at Official Records Book 3411, Page 4952, and that certain Modification of Mortgage and Spreader Agreement recorded in Official Records Book 3411, Page 4958, and that certain Modification of Mortgage and Spreader Agreement recorded in Official Records Book 3411, Page 4964, of the public records of Okaloosa County, Florida, hereby joins in and consents to this Declaration of Covenants, Conditions, Restrictions and Easements for Fate's Landing to be recorded in the public records of Okaloosa County, Florida.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of this 30th day of September, 2019.

Signed, sealed and delivered in the presence of:

SMARTBANK

Robin Keith
Print Name Robin Keith

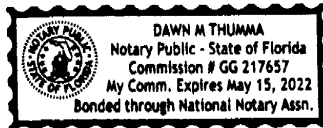
By: [Signature]
Name: Gail Miceli
Its: Sr. Vice President

Dawn M. Thumma
Print Name Dawn M. Thumma

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 30 day of Sept., 2019 by Gail Miceli, as Sr. Vice President for SMARTBANK. He or She is personally known to me or produced _____ as identification.

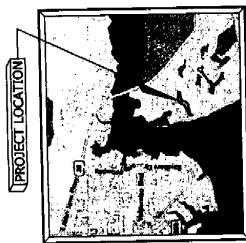
{Notary Seal must be affixed}



Dawn M. Thumma
(Signature of Notary)
Dawn M Thumma
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: 5-15-2022
Commission No.: GG 217657

Exhibit A
Fate's Landing Plat
(See attached)

FATES LANDING
A RESIDENTIAL SUBDIVISION IN SECTION 15, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA



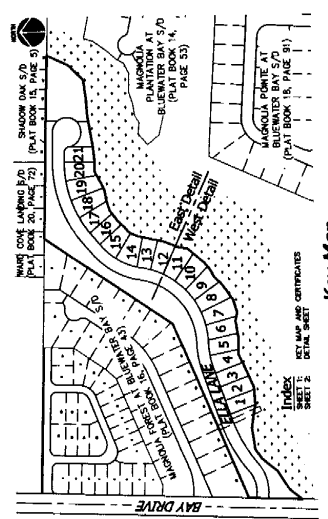
Dedication:
THE STATE OF FLORIDA AND AS TRUSTEE OF THE LANDS DEVELOPMENT, LLC UNDER THE LAWS OF THE STATE OF FLORIDA...

Acknowledgment to Dedication:
THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING PERSONALLY, APPEARED THE FOLLOWING INDIVIDUALS AND THAT THEY HAVE READ AND UNDERSTAND THE CONTENTS OF THE INSTRUMENT...

Joinder and Consent to Dedication:
I, the undersigned, do hereby certify that I have read and understand the contents of the instrument...

Acknowledgment to Joinder and Consent:
STATE OF FLORIDA, COUNTY OF OKALOOSA

Title Opinion:
I, the undersigned, being a duly licensed attorney at law, have examined the title to the lands described herein...



Key Map NOT TO SCALE

Description:
A PARCEL OF LAND IN SECTION 15, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, LINDING PLAT BOOK 30, PAGE 34, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE FOLLOWING ARE THE BOUNDARIES OF SAID MANGROVE PLANTATION TRACTS ALONG THE SOUTHEASTERN BOUNDARY THEREOF...

General Notes:

- 1. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA BY DEED.
2. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE COSTS OF THE SURVEY AND RECORDING OF THIS INSTRUMENT.
3. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE COSTS OF THE SURVEY AND RECORDING OF THIS INSTRUMENT...

County Commissioners Approval:
THIS INSTRUMENT HAS BEEN REVIEWED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AND APPROVED FOR THE RECORD ON THIS DATE...

Statement by Okaloosa County:
THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS HAS NOT ACCEPTED ANY RIGHTS OR INTERESTS IN THE LANDS DESCRIBED HEREIN...

County Engineer's Approval:
I, the undersigned, being a duly licensed professional engineer, have examined the plat and certify that it conforms to the requirements of the laws of the State of Florida...

County Surveyor's Certificate:
I, the undersigned, being a duly licensed professional surveyor, have examined the plat and certify that it conforms to the requirements of the laws of the State of Florida...

Certification by Tax Collector:
I, the undersigned, being a duly licensed tax collector, have examined the plat and certify that it conforms to the requirements of the laws of the State of Florida...

County Clerk Certificate of Recording:
I, the undersigned, being a duly licensed county clerk, have examined the plat and certify that it conforms to the requirements of the laws of the State of Florida...

Surveyor's Certificate:
STATE OF FLORIDA, COUNTY OF OKALOOSA
I, the undersigned, being a duly licensed professional surveyor, have examined the plat and certify that it conforms to the requirements of the laws of the State of Florida...

Prepared by:
Cathy Cochran & Taylor, Inc.
Land Surveying
127 West Main Street, Okaloosa, FL 32568
(904) 437-1111

EXHIBIT B

Articles of Incorporation of Fate's Landing Homeowner's Association, Inc.

(See attached)

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**ARTICLES OF INCORPORATION
OF
FATE'S LANDING HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617 and Chapter 720, Florida Statutes, and certify as follows:

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be "Fate's Landing Homeowners Association, Inc." (the "Association") and the street address of its initial principal office is 127 Partin Drive North, Niceville, FL 32578.

ARTICLE II. PURPOSE

The purposes for which the Association is organized are:

(A) To be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, Restrictions and Basements for Fate's Landing ("Declaration") to be recorded in the Public Records of Okaloosa County, Florida.

(B) To perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration, these articles, in the Bylaws and as provided by law; and

(C) To provide an entity for the furtherance of the interests of the owners of real property subject to the Declaration.

ARTICLE III. POWERS

The powers of the Association shall include and be governed by the following provisions:

(A) The Association shall have all of the powers conferred upon a not-for-profit corporation under Florida statutory and common law and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, the Declaration, and as provided by law, including, without limitation, the power:

i. To fix and to collect assessments and other charges to be levied against property subject to the Declaration;

ii. To manage, control, operate, maintain, repair and improve property subject to the Declaration or any other property for which the Association by rule, regulation, covenant or contract has a right or duty to provide such services;

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iii. To enforce covenants, conditions or restrictions affecting any property to the extent the Association is authorized to do so under these Articles, the Declaration, the Bylaws, or as provided by law;

iv. To engage in activities which will actively foster, promote and advance the common interests of all owners of real property subject to the Declaration;

v. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in these Articles, the Declaration, the Bylaws, or provided by law;

vi. To borrow money for any purpose, subject to such limitations as may be contained in these Articles, the Declaration, the Bylaws, or as provided by law;

vii. To enter into, make, perform or enforce contracts of every kind and description and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association with or in association with any other individual, association, corporation or other entity or agency, public or private;

viii. To act as agent, trustee, or other representative of other corporations, firms or individuals, and as such to advance the business or ownership interests in such corporations, firms or individuals;

ix. Upon affirmative vote of at least 2/3 of the members of the Association, to adopt, alter and amend, or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provision of the Declaration; and

x. To provide any and all supplemental municipal or county services to the real property subject to the Declaration as may be necessary or proper.

xi. To operate, maintain and manage any storm water management system and any storm water discharge facility in a manner consistent with the requirements of Northwest Florida Water Management District ("District") Permit No. IND-091-9860-1 and applicable District rules, Okaloosa County, any other local, state or federal regulatory agency; and shall also assist in the enforcement of the Declaration;

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xii. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water and stormwater management system. The assessments shall be used for maintenance and repair of the surface water and stormwater management systems including, without limitation, within retention areas, drainage structures and drainage easements.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or thereafter be permitted by law; the powers specified in each of the paragraphs of this Article III are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article.

(B) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV. MEMBERS

(A) The Owner of each Lot, as that term is defined in the Declaration, shall be a Class "A" member of the Association (hereafter "Member") and shall be entitled to vote in accordance with terms of the Declaration and Bylaws, except there shall be no vote for any Lot owned by the Association. The manner of exercising voting rights shall be as set forth in the Declaration and in the Bylaws of the Association.

(B) Transfer of membership in the Association shall be established by recording in the Official Records of Okaloosa County a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the owner designated by such instrument shall become a Member of the Association and the membership of the prior owner shall be terminated.

(C) 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 such Member's ownership of a Lot subject to the Declaration.

(D) The Declarant (as defined in the Declaration) of Fate Landing Subdivision shall be a Class "B" Member of the Association with the manner of exercising voting rights more specifically described in the Declaration and Bylaws of the Association.

(E) The Declarant reserves the right in the Declaration to add additional members of the Association if property is annexed into the Subdivision created by the Declaration.

ARTICLE V. TERM

The Association shall be of perpetual duration.

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ARTICLE VI. DIRECTORS

(A) The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors who shall be designated or elected as hereinafter set forth. Directors must be Members of the Association after turnover of control of the Association from the Declarant (as defined in the Declaration) to the homeowners.

(B) The method of election, removal and filling of vacancies on the Board of Directors and the term of office of directors shall be as set forth in the Declaration and Bylaws.

(C) The Board may designate its operating authority to such corporations, individuals and committees as it, in its discretion, may determine.

ARTICLE VII. BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE VIII. LIABILITY OF OFFICERS AND DIRECTORS

To the fullest extent that the Florida Not For Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of officers and directors, no officer nor director of the Association shall be personally liable to the Association, or its members for monetary damages for breach of duty of care or other duty as an officer or director. This limitation of liability shall not extend to an officer's or director's intentional acts of fraud, misrepresentation, theft, or other intentional acts causing damages to the Association and Members. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any officer or director of the Association for or with respect to any acts or omissions of such officer or director occurring prior to such amendment or repeal.

ARTICLE IX. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(A) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered;

(B) A resolution for the adoption of a proposed amendment may be proposed either by a majority vote of the Board of Directors or by seventy-five percent (75%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the

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secretary or assistant secretary at or prior to the meeting. Except as elsewhere provided, such approvals to adopt a proposed amendment to these Articles must be by not less than two thirds (2/3) of the vote of the entire membership of the Association;

(C) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members and the joinder of all record owners of mortgages upon any property owned by the Declarant, Members or the Association;

(D) Provided, further, that no amendment shall abridge, limit or alter the rights reserved by or granted to the Declarant, its successors or assigns, or any successor Declarant, by these Articles, the By-Laws, or the Declaration without the prior written consent of the Declarant, its successors or assigns, or a successor Declarant.

ARTICLE X. DISSOLUTION

The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the affirmative vote of Owners representing at least 75% of the total Class "A" votes in the Association, and the consent of the Declarant so long as the Declarant owns any property subject to the Declaration or which may be unilaterally annexed and subjected to the Declaration by the Declarant. Upon dissolution of the Association, any remaining real property assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Further, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which will comply with Rule 62-330.310, Florida Administrative Code, and Applicant's Handbook Volume I, Section 12.3, as may be subsequently amended, and be approved by the District prior to such termination, dissolution or liquidation.

ARTICLE XI. MERGER AND CONSOLIDATION

The Association may merge or consolidate only upon a resolution duly adopted by the Board of Directors and the affirmative vote of Owners representing at least a 2/3 vote of the total Class "A" votes in the Association, and the consent of the Declarant so long as the Declarant owns any property subject to the Declaration or any property which may be unilaterally annexed and subjected to the Declaration by the Declarant, its successors or assigns, or successor Declarant.

ARTICLES XII. INCORPORATOR

The name of the incorporator of the Association is Dana C. Matthews, 4475 Legendary Drive, Destin, FL 32541.

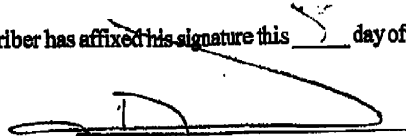
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ARTICLE XIII. APPOINTMENT OF REGISTERED AGENT AND OFFICE

Dana C. Matthews is hereby appointed to serve as Registered Agent of the Association. The street address of the Registered Office of the Registered Agent is 4475 Legendary Drive, Destin, FL 32541.

IN WITNESS WHEREOF, the subscriber has affixed his signature this 8 day of August, 2018.


Dana C. Matthews

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 8 day of August, 2018 by Dana C. Matthews who is personally known to me or who has produced a Florida Driver's License as identification.




Notary Public
My Commission Expires: 9-9-19

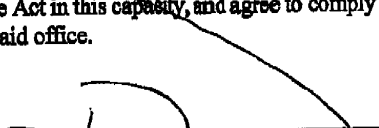
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First - That Fate Landing Homeowners Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in these Articles of Incorporation, has named is Dana C. Matthews, located at 4475 Legendary Drive, Destin, FL 32541, County of Okaloosa, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept the Act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.


Dana C. Matthews

((H18000231307 3))

EXHIBIT C
By-Laws of the Association

(See attached)

BY-LAWS
OF
FATE'S LANDING HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1 - PURPOSES, POWERS AND LIABILITIES

The accomplishment of activities permitted by the Articles of Incorporation of the Corporation shall be through its Members and the Board of Directors. The Corporation shall remain free from debt, paying on an as needed basis for services required to accomplish the Corporation's activities, all without compensation to any officer or director, unless otherwise approved by a seventy-five percent (75%) vote of the Board of Directors. The Corporation 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 of the Corporation, and shall have the power to do any lawful acts or things reasonably necessary or desirable for carrying out the Corporation's purposes, and for protecting the lawful rights and interests of its Members.

The principal office of this Corporation shall be at 127 Partin Drive North, Niceville, FL 32578 until otherwise determined by the Board of Directors.

No Member, officer or director shall have any right, title or interest in any property or assets, including earnings or investment income of this Corporation, nor shall any of such property or assets be distributed to any Member, officer or director on dissolution or winding up thereof. No Member, officer or director shall be liable for any of the Corporation's debts, liabilities or obligations.

ARTICLE 2 - MEMBERSHIP AND MEETINGS

The owner of each lot, as those terms are defined in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Fate's Landing Subdivision (hereafter "Declaration"), shall be a Class "A" Member of the Corporation and the Declarant (as defined in the Declaration) of Fate's Landing Subdivision shall be a Class "B" Member. All Members agree to abide by the Articles of Incorporation and pay assessments, if applicable. Meetings of the Members shall be held as determined by the Board of Directors. Notice of such meetings may be made through notice to all Members at their addresses listed in the deeds to their lots, or in any manner determined by the Board to provide actual notice and to conserve the resources of the Corporation.

All meetings of Members shall be presided over by the Chair or any officer of the Corporation. The Secretary of the Corporation shall act as Secretary of such meetings, or if he is not present, the Chair shall appoint a secretary for the meeting. The presence of thirty percent (30%) of the Members in person or by proxy at a meeting shall constitute a quorum.

An "Annual Meeting" of the Members shall be held on a yearly basis. The purpose of the meeting shall be to elect directors, officers and transact such business as may be deemed necessary.

ARTICLE 3 - BOARD OF DIRECTORS

The management of the Corporation shall be vested in a Board of Directors, consisting of not less than three (3) nor more than five (5) directors, as determined by the Members in accordance with Article VII of the Declaration. The Board of Directors shall be divided into three classes (Class 1, Class 2, and Class 3), as nearly equal in number as permitted by the then total number of directors constituting the whole Board, with the term of office of one class expiring each year.

Within the requirements of law, the terms and number of directors in each class shall be fixed, from time to time, by the Members. The initial term for the Class 1 director will be for one year; the initial term for the Class 2 director will be for two years; and the initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for two years until otherwise determined by the Members; however, directors will always serve until resignation, removal, or the election of their successors. An election shall be held at the Annual Meeting (with at least 30 days' notice to all Members) as provided in Articles VII and VIII of the Declaration. Vacancies in the Board of Directors shall be filled as provided in Article VII of the Declaration. All directors shall continue in office after the expiration of their terms until their successor are elected or appointed and have qualified, except in the event of earlier resignation, removal, or disqualification. Directors shall be elected by the majority vote of the Members present at the meeting called for the purpose. Voting for Directors may be upon secret ballot; upon compilation of the results by either an Inspector selected by the Chair or in the alternative, by the Corporation's attorney.

A meeting of the Board of Directors shall be held for organization, for the election of officers and for the transaction of such other business as properly may come before the meeting, within sixty days after each annual election of directors. The directors, however, may hold such meeting at the location of the Annual Meeting and immediately following such Annual Meeting.

The Board of Directors by resolution may provide for the holding of regular meetings, and may fix the times and places within or outside the State of Florida at which such meetings shall be held. Notice for Board of Director meetings shall be as described in Article VIII of the Declaration.

Special meetings of the Board of Directors may be called by the Chair or any two directors. Notice of each special meeting shall be mailed to each director, addressed to him at his address as it appears upon the records of the Corporation, at least three (3) days before the day on which the meeting is to be held, but as provided in Articles VIII of the Declaration. Such notice shall state the time and place (which may be within or outside the State of Florida) of such meeting, but need not be given to any director who attends in person or who, either before or after the meeting, waives such notice in writing or by fax transmission. No notice need be given of any meeting at which every Member of the Board of Directors shall be present.

The presence at any meeting of a majority of the total number of directors constituting the entire Board of Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, and except as otherwise required by statute or the Declaration, the act

of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present at the time and place of any meeting may adjourn such meeting from time to time until a quorum is present.

Any director may resign at any time by giving written notice of such resignation to the Board of Directors. Unless otherwise specified in such resignation, the resignation shall take effect upon acceptance thereof by the Board of Directors or the Chair. Any director may be removed either for or without cause at any time by the affirmative vote of a majority of the Members present at a duly constituted Corporation meeting, and such vacancy shall be filled by the directors as provided in Article VII of the Declaration. If any vacancy shall occur among the directors by reason of death, resignation, removal, or otherwise, such vacancy may be filled by a majority vote of the remaining directors though less than a quorum. If the number of directors shall be increased, the additional directors authorized by such increase shall be elected by the vote of a majority of the Members present at a duly constituted Corporation Meeting.

Directors shall not receive any salary for their services, but by resolution of the Board, may be reimbursed for expenses as determined by a majority vote of the Board in advance of a specific case, when incurring such expenses is determined to be in the best interest of the Corporation.

If all the directors severally or collectively consent in writing to any action taken or to be taken by the Corporation and the writing or writings evidencing their consent are filed with the Secretary of the Corporation, the action shall be valid as though it had been authorized at a meeting of the Board.

ARTICLE 4 - OFFICERS

The officers shall be a President, Vice-President and a Secretary / Treasurer, and such other officers as may be appointed by the Board of Directors. Any one person may hold any two or more such offices.

Each officer shall be chosen by the Board of Directors and shall hold his office until his successor shall have been duly chosen and qualified or until his death or until he shall resign or shall have been removed from office. The Board of Directors from time to time may appoint other officers or agents, including one or more Assistant Treasurers and Assistant Secretaries, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors from time to time may determine. The Board of Directors may delegate to any officer the power to appoint any such subordinate officers or agents and to prescribe their respective authorities and duties.

Any officer may be removed either for or without cause by vote of a majority of the total number of directors constituting the entire Board of Directors, at a special meeting of the Board of Directors called for the purpose. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors or to the Chair. Unless otherwise specified therein, such

resignation shall take effect upon acceptance thereof by the Board of Directors or by the Chair. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors.

The Chair shall attend all meetings of the Members and directors and discharge the duties of a presiding officer and shall perform whatever duties the Board of Directors may from time to time prescribe. The Vice Chair shall act in the absence of the Chair and shall perform whatever duties the Board of Directors may prescribe. The Secretary shall attend all meetings of the directors and the Members and shall keep or cause to be kept a true and complete record of the proceedings of these meetings. He shall keep the seal of the Corporation, if any, and when directed by the Board of Directors, shall affix it to any instrument requiring it. He shall give, or cause to be given, notice of all meetings of the directors or of the Members, and shall perform whatever additional duties the Board of Directors and the Chair may prescribe. The Treasurer shall have custody of corporate funds and securities. He shall keep full and accurate accounts of receipts and disbursements and shall deposit all corporate monies and other valuable effects in the name and to the credit of the Corporation in a depository or depositories designated by the Board of Directors. He shall disburse the funds of the Corporation and shall render to the Chair or the Board of Directors, whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall furnish a bond satisfactory to the Board of Directors provided same is required by a resolution of the Board. Whenever an officer is absent or whenever for any reason the Board of Directors deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any director or directors. Officers shall not receive compensation for their services unless approved by the Members.

ARTICLE 5 - INDEMNIFICATION

SECTION 1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement actually and necessarily incurred by him in connection with such action, suit, or proceeding, if (i) he acted in good faith, and (ii) in a manner he reasonably believed to be in the best interest of the Corporation; and (iii) said act or omission did not constitute fraud, misrepresentation or dishonesty.

SECTION 2. Any indemnification under Section 1 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in said Section 1. Such determination shall be made either (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; or (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel (who may be of counsel to the Corporation) in a written opinion; or (3) by Court Order.

SECTION 3. Expenses incurred in connection with a civil, criminal, administrative, or investigative action, suit, or proceeding, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in Section 3 of this Article, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article.

SECTION 4. Indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under common law or statutory law, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

SECTION 5. The Corporation shall have the power by resolution of a majority of the Corporation's Board of Directors to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, against any expenses incurred in any proceeding and any liabilities asserted against him in his capacity, whether or not the Corporation would have that power to indemnify him against such liability under the provisions of this Article.

ARTICLE 6 - EXECUTION OF INSTRUMENTS

All documents, instruments or writings of any nature shall be signed, executed, verified, acknowledged and delivered by such officers, agents or employees of the Corporation or any one of them, and in such manner, as from time to time may be determined by the Board of Directors.

ARTICLE 7 - DISSOLUTION

Dissolution of the Corporation will be made upon resolution of the Board of Directors at a meeting called for the purpose. A Dissolution Committee may be established by the Board of Directors for such actions necessary for the proper dissolution of the Corporation, and the Members of such committee need not be Members of the Board or Members of the Corporation. Distribution of all assets may be made by the Board of Directors or the Dissolution Committee, or any nonprofit organization chosen by the Board.

ARTICLE 8 - FISCAL YEAR

The fiscal year of the Corporation shall begin January 1 and end December 31 of each year.

ARTICLE 9 - AMENDMENT OF BYLAWS

Any amendment, repeal or restatement of these Bylaws shall initially be approved by an affirmative vote of a majority of the Board of Directors. The Board of Directors shall submit any recommended changes to the Members of the Corporation at a duly constituted Corporation meeting, and any changes shall only become binding upon an affirmative vote of at least seventy-five percent (75%) of the Members, in person or by proxy, at a meeting called for that purpose.

EXHIBIT D

Northwest Florida Water Management District's Environmental Resource Permit
IND-0914-9860-1

(See attached)

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT**

PERMIT NO: IND-091-9860-1 **DATE ISSUED:** October 21, 2015
PROJECT NAME: BWB Magnolia #4
CONSTRUCTION PHASE EXPIRATION DATE: October 21, 2020

A PERMIT AUTHORIZING:

The construction of a surface water management system to serve a new single family residential subdivision with an associated roadway, sidewalk and a driveway connection to Bay Drive in the Bluewater Bay Development, (Okaloosa County). The surface water management system will include a primary system located along the western/northern portion of the project site that consists of the construction and operation and maintenance of a dry retention pond. The dry retention pond has been designed to treat and recover the required treatment volume for approximately 9.42 acres (approximately 6.58 acres directed toward the pond by pipe, approximately 0.16 acres for compensatory treatment, and approximately 2.68 acres of offsite runoff traveling onto the project site) by infiltration through the native soils beneath the pond. In addition to the dry retention pond, a vegetated natural buffer is proposed along the eastern/southern portion of the project site to provide treatment for approximately 2.17 acres that cannot be feasibly routed toward the pond. The vegetated natural buffer is proposed to only treat rear lot drainage and, once regraded and stabilized with native vegetation, it will remain undisturbed and follow the requirements set forth in the Florida Yards and Neighborhood program. This permit does not authorize impacts to wetlands or other surface waters. There is an existing stormwater outfall from the adjacent subdivision that is to remain undisturbed, and will continue to discharge into the wetlands to the south of the project site. At this time, the applicant has provided reasonable assurance of real property interest in the form of a purchase agreement in accordance with Section 4.2.3(d)4., of Applicant's Handbook Volume I. However, no construction is authorized by this permit until proof of ownership is provided to the District. The surface water management system is in accordance with the approved plans prepared by JP Engineering, PL.

LOCATION:

Section(s): 15 Township(s): 1S Range(s): 22W

Okaloosa County

ISSUED TO:

Randy Wise Homes, Inc.
127 Partin Drive North
Niceville, FL 32578

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to any permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued pursuant to Part IV of Chapter 373, Florida Statute (F.S.), and Chapter 62-330, Florida Administrative Code, (F.A.C.), and may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

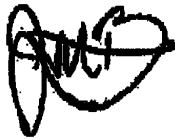
This permit also constitutes certification compliance with water quality standards under Section 401 of the Clean Water Act, 33 U.S. Code 1341.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated October 21, 2015

AUTHORIZED BY: Northwest Florida Water Management District
Division of Resource Regulation

By:



Michael Bateman, P.E.
Chief, Bureau of Environmental Resource Permitting

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER IND-091-9860-1
BWB Magnolia #4
DATED October 21, 2015

1. No construction is authorized by this permit until after the permittee provides written proof of ownership to the District via a recorded deed, or other proof that the project site is under the ownership and control of the permittee.
2. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
3. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
4. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
5. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
6. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
7. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
8. If the final operation and maintenance entity is a third party:
1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
9. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
10. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee
11. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
12. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
13. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase
14. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
15. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-8333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
16. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
17. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
18. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
19. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
20. **Record-keeping.** The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be provided at the District's request. Submittal of the inspection documentation to the District is not required.

21. Once project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before the transfer to the Operation and Maintenance phase, all obsolete erosion control materials shall be removed.
22. Grassed areas of the retention system shall be fertilized only as needed to maintain vegetation, and shall be mowed regularly in order to be kept at a manageable length as required for system functionality, maintenance, and safety.
23. Percolation performance shall be evaluated within the pond at least every third year. If there is evidence of inadequate percolation, the pond bottom must be re-scarified or deep-raked to restore percolation characteristics. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:
 - a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
 - b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.
24. **Inspections by the Permittee.**
 - o The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
 - o The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.
 - o The overflow weir and skimmer, if applicable, shall be inspected annually to confirm that it is free-flowing and clear of debris.
25. **Inspections by a Registered Professional.** The stormwater management system shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. Percolation performance should specifically be addressed. The Registered Professional may record his inspection on Form No 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however any report must be signed and sealed by the Registered Professional. Submittal of the inspection report to the District is not required; but the report shall be made available to the District upon request. Inspections shall be made by the Registered Professional in accordance with this schedule:
 - o On the first anniversary of the date of conversion to Operation and Maintenance Phase.
 - o Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.
26. **Reporting by a Registered Professional.** Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the District on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a Registered Professional.

27. Areas contributing runoff to the vegetated natural buffer shall be stabilized with permanent vegetative cover that is consistent with the Florida Yards and Neighborhood program
28. No fertilizer shall be applied to the area contributing runoff to the vegetated natural buffer.
29. The existing vegetation within the vegetated natural buffer shall not be disturbed during the development of the project. The vegetated natural buffer shall be flagged prior to construction to prevent encroachment.
30. If encroachment or damage to the vegetated natural buffer is discovered, repairs shall be made as soon as practical. Repaired areas shall be re-established with native vegetation.
31. The permittee shall execute a recordable easement or declaration of restrictive covenant which ensures that the vegetated natural buffer will be preserved in its undeveloped natural state. The easement or declaration of restrictive covenant shall be submitted to the District prior to conversion to the operation and maintenance phase, and made part of this permit. The permittee is responsible for protecting and maintaining the property as set forth in the easement or declaration of restrictive covenant.
32. Prior to construction, the boundary of the vegetated natural buffer shall be posted on 100-foot intervals with signs identifying it as a vegetated natural buffer area for the Northwest Florida Water Management District, and referencing the District's permit number.
33. All wetlands areas or other surface waters that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
34. All storage or stockpiling of tools or materials (i.e. lumber, pilings, etc.) shall be limited to uplands or within the impact areas authorized by this project. In addition, all equipment being utilized shall be limited to operation and storage in uplands or within the impact areas authorized by this permit.
35. Negative impacts to wetland or other surface waters outside of the approved impact area shall be reported immediately to the Northwest Florida Water Management District, 180 E. Redstone Ave, Crestview, FL 32539, and Phone No. (850) 683-5044. Corrective action shall be taken as soon as practicable to restore the impacted areas.
36. The Permittee and its contractors shall adhere to the standard specifications for prevention, control and abatement of erosion and water pollution, as stated in the Florida Erosion and Sediment Control Designer and Reviewer Manual (FDOT and FDEP, 2007), and to any stricter standards required in this permit. The contractors shall be responsible for ensuring that turbidity/erosion control devices and procedures are inspected and maintained daily during all phases of construction authorized by this permit until all area that are disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

37. Prior to construction, the limits of the proposed construction shall be demarcated (clearly flagged and/or staked): particularly in areas adjacent to remaining natural wetlands. All construction personnel shall be shown the locations of the existing conservation easement boundary, the wetland buffer/ VNB boundary, and the location of all wetland areas outside of the construction area so as to prevent encroachment from heavy equipment into these areas.
38. The permittee shall execute a recordable easement or declaration of restrictive covenant which ensures that the vegetated natural buffer will be preserved and maintained in a natural state, and in accordance with the planting plan submitted as part of this application. The easement or declaration of restrictive covenant shall be submitted to the District prior to conversion to the operation and maintenance phase, and made part of this permit. The permittee is responsible for protecting and maintaining the property as set forth in the easement or declaration of restrictive covenant.



NOTICE OF RIGHTS

Northwest Florida Water Management District
152 Water Management Drive, Havana, FL 32333-4712
(850) 539-5999 Fax (850) 539-2693
www.nwfwater.com



The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

- (1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.
- (3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

NOTICING PUBLICATION INFORMATION

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county where the proposed activities are to occur. Publication of notice informs "third parties" of their right to have a 21-day time limit in which to file a petition opposing the District's action. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frame state above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication is attached. You may use this format or create your own, as long as the essential information is included.

If you do decide to publish a Notice of Final Agency Action, please provide the District a copy of the Proof of Publication when you receive it. That will provide us notice that action on this permit application is closed after the 21 days following publication.

**Notice of Final Agency Action Taken by the
Northwest Florida Water Management District**

Notice is given that Environmental Resource permit number IND-091-9880-1 was issued on October 21, 2015 to David Wise Randy Wise Homes, Inc. for the construction of a new surface water management system designed to provide treatment and attenuation for the proposed development. The proposed development consists of a new single-family residential lot subdivision located on Bay Drive in Niceville (Okaloosa County) that will include a driveway connection to Bay Drive and a roadway with curb and gutter that will dead end into a cul-de-sac. The proposed surface water management system will consist of a dry retention pond located along the northern/western portion of the project site that will ultimately outfall to the existing wetlands to the south of the project site. The back portion of the residential lots cannot be feasibly routed to the ponds and therefore have been proposed to be directed to a Vegetated Natural Buffer that will double as a wetland buffer along the southern portion of the lots prior to the runoff also sheetflowing to the existing wetlands. The existing wetlands to the south of the project site have been recorded within a conservation easement. These wetlands are not to be disturbed by the proposed design. The project is located at SITE DIRECTIONS: 200' South of Intersection Bay Drive and Wren Way. Project is located on the northeast side of Bay Drive and was previously golf hole #4 of the Magnolia course, Blue Water Bay Resort, Bay Drive, Okaloosa County.

The file containing the application for this permit is available for inspection Monday through Friday (except for legal holidays), 8:00 a.m. to 5:00 p.m. at the Northwest Florida Water Management District's ERP Office, 180 E. Redstone Avenue, Crestview, FL 32539

A person whose substantial interests are affected by the District permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57 F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-404, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code, Chapter 28-106 and be filed with (received by) the District Clerk located at District Headquarters, 81 Water Management Drive, Havana, FL 32333-4712. Petitions for administrative hearing on the above application must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail for those persons to whom the District mails actual notice. Failure to file a petition within this time period shall constitute a waiver of any right(s) such person(s) may have to request an administrative determination (hearing) under Sections 120.569 and 129.57, F.S., concerning the subject permit. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceedings, the accordance with the requirements set forth above.