

This Instrument Prepared By:

Dawn E. Stuntz  
Matthews & Jones, LLP  
4475 Legendary Drive  
Destin, FL 32541

(This Space Provided for Recording Information )

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR RIDGEWALK**

**WHEREAS, RIDGEWALK, LLC, a Florida limited liability company,** as Declarant, recorded a Declaration of Covenants, Conditions, Restrictions and Easements for RidgeWalk in Official Records Book 3014 at Page 3078 of the Public Records of Walton County, Florida (the "Declaration"); and

**WHEREAS,** Article XII, Section 12.6(b) of the Declaration authorizes the Developer to amend the Declaration; and

**WHEREAS,** the Developer desires to amend certain provisions of the Declaration.

**NOW, THEREFORE,** pursuant to the powers retained by Developer under the Declaration, the Developer hereby supplements and amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Article I, Section 1.13 is amended as follows:

"Lot" means any lot shown on the Plat along with any improvements constructed on the Lot. Declarant, in its sole discretion, may choose to combine certain Lots located in Block B. In the event any of the Lots are combined as shown on attached Exhibit 1, the resulting combined Lot shall be assessed as one Lot.

3. Article IV, Section 4.8 is amended as follows:

**Animals/Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domestic pets may be kept by Owners only, provided that such pets; (a) are not kept, bred or maintained for commercial purposes; (b) are duly licensed, if applicable; (c) do not constitute a nuisance; and (d) are not permitted to be present beyond the boundaries of the Owner's Lot without being caged or leashed. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets on any Lot, Common Area, or Right-of-Way. Should a pet owner fail to clean up after his pet, the Association shall perform that service and bill the Owner of the Lot on which the pet resides, with a minimum, charge of \$25.00 for such service. The charge may be increased by vote of the Board of Directors. The Association further reserves the right to adopt and enforce additional pet regulations necessary to ensure that

pets are not and do not become a nuisance, and demand that an Owner permanently remove from a Lot any and all pets which create disturbances and annoyances to other Owners, their tenants or guests.

4. Article IV, Section 4.10 is added in its entirety:

4.10 Short Term Rentals. Short Term rentals are prohibited within Ridgewalk. For purposes of this subsection, "Short Term Rental" is defined as lasting less than one hundred eighty (180) days.

5. Article V, Section 5.2(b) is replaced in its entirety with the following:

(b) Management Agreements. In order to provide the most consistent service within Ridgewalk to preserve the values and integrity of the community, the Declarant/Association may contract with a property management company of its choice ("Property Manager"). Management costs will be included within the Assessments. The Property Manager for the Association, its employees, officers and contractors will have the right to use the Common Property without liability for Assessments or other charges, as more particularly specified in the management agreement.

6. Article VI, Section 6.2(c) is replaced in its entirety with the following:

(c) Construction Easement. An exclusive easement is hereby reserved for the benefit of Declarant, its agents, employees, successors and assigns, for the purpose of completing construction on any existing Lot, Common Area, or Right-of-Way and for new construction on any property annexed hereto pursuant to the annexation provisions described in the 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. Declarant shall use its best efforts to repair and replace with like kind replacements. Declarant shall not be responsible for any personal property not attached to a home or land.

7. Article 12, Section 12.6(f) is added in its entirety:

(f) Section 4.10 may only be amended with a vote of at least seventy (70) Owners.

8. All other terms and conditions of the Declaration not modified herein are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to Declaration of Declaration of Covenants, Conditions, Restrictions and Easements for RidgeWalk this 17<sup>th</sup> day of August 2017.

[Signatures appear on the following page]

WITNESSES:

[Signature]  
Printed: TRACY L. JERNIGAN

[Signature]  
Printed: Kristen Cooper

RIDGEWALK, LLC, a Florida limited liability company

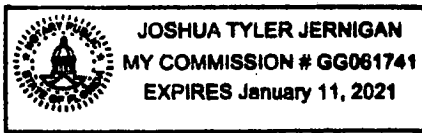
By: [Signature]  
Matthew R. Parker, Its Manager

STATE OF Florida  
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 17 day of August 2017 by Matthew R. Parker, as Manager of Ridgewalk, LLC, a Florida limited liability company, on behalf of said Company. Such person did not take an oath and: *(Notary must check applicable box)*

is personally known to me.  
produced a current Florida driver's license as identification.  
produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



[Signature]  
Signature of Notary  
Joshua Tyler Jernigan  
Name of Notary (Typed, Printed or Stamped)

JOINDER AND CONSENT BY OWNER

Dwight J. Brown and Danita Joyce Brown, husband and wife, as owner of Lot 3, Block A, Ridgewalk, according to the Plat thereof as recorded in Plat Book 19, Pages 84-86, of the Public Records of Walton County, Florida, join in the making of the foregoing **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIDGEWALK.**

Witnesses:

Lisa R. Bolton  
Printed Name: Lisa R. Bolton

Dwight J. Brown  
Dwight J. Brown

Tammie Fleming  
Printed Name: ~~Danita Joyce Brown~~  
Tammie Fleming

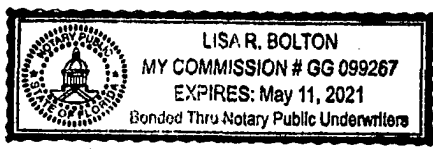
Danita Joyce Brown  
Danita Joyce Brown

STATE OF Florida  
COUNTY OF Okaloosa

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Dwight J. Brown and Danita J. Brown, personally known to me or who have produced Florida DL as identification, to be the persons described in and who executed the foregoing Joinder and Consent and acknowledged before me that they executed same.

WITNESS my hand and official seal in the county and state last aforesaid this 1<sup>st</sup> day of September, 2017.

Lisa R. Bolton  
NOTARY PUBLIC  
Lisa R. Bolton  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal):



JOINDER AND CONSENT BY OWNER

Randy Wise Homes, Inc., a Florida corporation, as owner of:

Lots 5, 10 and 13, Block A, and Lots 1, 3, 16, 24, 29, 41, 45 and 53, Block B, Ridgewalk, according to the Plat thereof as recorded in Plat Book 19, Pages 84-86, of the Public Records of Walton County, Florida,

joins in the making of the foregoing **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIDGEWALK.**

Witnesses:

Tammie Fleming  
Printed Name: Tammie Fleming

Lisa R. Bolton  
Printed Name: Lisa R. Bolton

Randy Wise Homes, Inc.

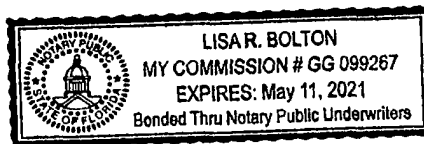
David R. Wise  
By: David R. Wise  
Its: President

STATE OF Florida  
COUNTY OF Okaloosa

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared David R. Wise as President of Randy Wise Homes, Inc., personally known to me or who has produced \_\_\_\_\_ as identification, to be the person described in and who executed the foregoing Joinder and Consent and acknowledged before me that he executed same.

WITNESS my hand and official seal in the county and state last aforesaid this 1<sup>st</sup> day of September, 2017.

Lisa R. Bolton  
NOTARY PUBLIC  
Lisa R. Bolton  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal):



DATE	07/27/2017
SCALE	1" = 50'
FILE NO.	10719-013
PROJECT	LOT 1
DESIGNED BY	A.1
CHECKED BY	A.1
APPROVED BY	A.1

CONTRACT	LOT 1
PROJECT	LOT 1
DATE	07/27/2017
SCALE	1" = 50'
FILE NO.	10719-013

RIDGEWALK

COMBINED LOTS  
SITE PLAN



JP Engineering  
Civil Engineering/Planning  
2400 NE Oregon Street, Suite 100, Portland, OR 97232  
503.255.1111

