

This Instrument Prepared By:

Matthews & Jones, LLP
4475 Legendary Drive
Destin, FL 32541

(This Space Provided for Recording Information)

**SECOND 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 an amendment to that Declaration in Official Records Book 3056 at Page 2983 ("First Amendment"); 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, correct and are incorporated herein by reference.
2. Article X, of the Declaration is amended to read as follows:

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

10.1 Obligation for Assessments. Declarant covenants for each Lot, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

(a) Initial Capital Contribution equal to one-half of one percent (0.005) of the purchase price of any Lot, along with all improvements thereon, at the time of closing;

- (b) General Assessments for expenses included in the budget;
 - (c) Special Assessments for the purposes provided in this Declaration;
- and
- (d) 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 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, but shall not be required, to renew the Budget Guarantee on an annual basis. In return for the Budget Guarantee, the Class B Member and its affiliates will not be liable for any Assessments on any Lots they own. A Lot exempt from Assessments pursuant to this Paragraph is referred to as an "Exempt Lot."

10.3 Equitable Division of Assessments. The General Assessments and Special Assessments shall be assessed among all Lots as follows:

- (a) Exempt Lots will not be subject to assessment.
- (b) The General Assessment and Special Assessment will be payable equally among lots, whether vacant or improved. Each Lot will be subject to a sum equal to the respective General Assessment or Special Assessment divided by the number of all Lots, excluding Exempt Lots.

10.4 Initial Capital Contribution. Each new Owner, with the exception of the Declarant and Randy Wise Homes, Inc., will pay an initial contribution to the Association equal to one-half of one percent (0.005) of the closing sales price of any Lot, including the improvements thereon at the closing date of initial acquisition. In the case of a Construction/Permanent Loan, the contribution will be calculated as if the home and other improvements are currently constructed. Such contribution will apply to all subsequent Owners and will be based upon the closing sales price the new Owner paid. (For instance, if the Lot and home thereon were purchased by Owner for \$500,000.00, the Initial Capital Contribution would be \$2,500.00. Any subsequent resale will result in a new Initial Capital Contribution to be paid by the new Owner at closing based upon the subsequent purchase price.)

~~10.4~~ 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. General Assessments shall initially be collected on a quarterly basis.

(b) Pro-ration Upon Sale of Exempt Lot or Loss of Exemption. Upon conveyance of an Exempt Lot, or upon an Exempt Lot becoming subject to Assessments on account of the Class B Member not extending the Budget Guarantee, the annual General Assessment will become due for such Lot(s); provided however, that the General Assessment will be prorated on a monthly or daily basis, whichever the Board elects, and only the portion of the General Assessment attributable to the remainder of the fiscal year will be due. The portion of the General Assessment attributable to the portion of the fiscal year in which the affected Lot was an Exempt Lot will not be assessed. If payment of the General Assessment is by installment, only the applicable portion of the current installment will be due.

(c) Late Fee and Interest. The Board may impose a reasonable late fee. The initial late fee for an installment shall be Twenty-five Dollars (\$25.00). Additionally, interest will accrue at eighteen percent (18%) per annum on delinquent payments. This provision shall not apply to the Declarant.

~~10.5-10.6~~ 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 emergency maintenance or repair or other non-budgeted 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, nor will an Exempt Lot be subject to payment of any Special Assessment or any portion thereof declared or assessed while such Lot was an Exempt Lot even if payments for such Special Assessments are made in installments becoming due subsequent to the time such Lot no longer is considered an Exempt Lot. [For example if a Special Assessment is declared on January 1 while Lot 7 is an Exempt Lot, but the payment of the Special Assessment is not required until March of the same year, then even if Lot 7 is not an Exempt Lot as of February of such year, Lot 7 still will be considered exempt from such Special Assessment.]

~~10.6-10.7~~ Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

10.7-10.8 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fees, interests, and costs of collection when delinquent, including reasonable attorneys' fees (at trial or on appeal) whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment 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 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 Charge is subject to the subordination provisions of this Paragraph.

(c) Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of 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 Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer.

(e) Other Remedies. 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 against the Owner's Lot remains unpaid, but only as permitted by law.

(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.

~~10.8-10.9~~ Certificate of Payment. The treasurer of the Association or the 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 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 through the date of the certificate.

4. 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 Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for RidgeWalk this 24 day of November 2018.

[Remainder of Page Left Intentionally Blank]

[Signatures appear on the following page]

WITNESSES:

Kristen Cooper
Printed: Kristen Cooper

Tracy L. Jarrigan
Printed: Tracy L. Jarrigan

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 26 day of November 2018 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}



Natasha M Burgess
Signature of Notary

Natasha M Burgess
Name of Notary (Typed, Printed or Stamped)

JOINDER AND CONSENT OF LENDER

Centennial Bank, as holder of a primary note and mortgage recorded in Official Records of Walton County, Florida at Official Records Book 2967, Page 1496, which secures certain real property located within 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 **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIDGEWALK.**

Witnesses:

Carol Richey
Printed Name: Carol Richey
Heenah Miller
Printed Name: Heenah Miller

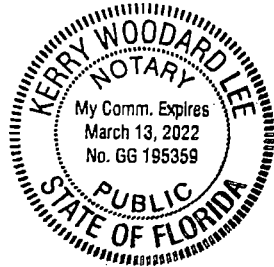
Centennial Bank

J. Alan Davis
By J. Alan Davis
Its VP

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 J. Alan Davis, personally known to me or who have produced "Personally known" 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 27th day of November, 2018.



Kerry Woodard Lee
NOTARY PUBLIC
Kerry Woodard Lee
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):
My Commission Expires (if not legible on seal):

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JOINDER AND CONSENT BY OWNER

Randy Wise Homes, Inc., a Florida corporation, as owner of certain Lots within 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 **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIDGEWALK.**

Witnesses:

Randy Wise Homes, Inc.

Kristy L. Mumaw
Printed Name: Kristy L. Mumaw

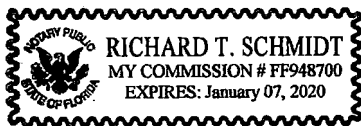
David R. Wise
By: DAVID R. WISE
Its: PRESIDENT

Karen A. Eckert
Printed Name: Karen A. Eckert

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 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 26TH day of NOVEMBER, 20 18.



Richard T. Schmidt

NOTARY PUBLIC
RICHARD T. SCHMIDT
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):
My Commission Expires (if not legible on seal):