

**THIRD 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, a First Amendment to that Declaration in Official Records Book 3056 at Page 2983 ("First Amendment"); and a Second Amendment to that Declaration in Official Records Book 3091 at Page 3316; each recorded in the Public Records of Walton County, Florida (the "Declaration").

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

WHEREAS, the Declarant desires to amend certain provisions of the Declaration.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby amends the Declaration as follows (double underlines indicating additions; strike-throughs indicating deletions):

1. The above recitals are true, correct and are incorporated herein by reference.
2. **Article I, Section 1.20** is added to read as follows:

“Absentee Owner(s)” means the record owner of a home owned by a business entity, including any individual holding an ownership interest in such business entity who is not residing in the home located on such Lot as their primary personal residence.

3. **Article I, Section 1.21** is added to read as follows:

“Primary Resident(s)” means the person or persons identified by an entity owner of a home no more than once a year but at least once annually, as the person or persons residing in the home as their primary residence if the home is not being leased pursuant to Section 4.10 herein.

4. **Article VIII, Section 8.2(c)** is hereby amended to read as follows:

(c) Notices. Notices of all meetings of the Board shall be given by posting conspicuous notices for the meeting on the Common Property posted in a conspicuous place at least ~~seven~~ forty-eight (48) hours before the Board meeting, absent 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.

5. **Article XII, Section 12.6(f)** of the Declaration is hereby amended to read as follows:

(f) Section 4.10 may only be amended with a vote of at least ~~seventy (70) Owners~~ 90% of the total voting interests of the Association.

6. **Article V, Section 5.6** of the Declaration is hereby amended to read as follows:

Rules for Use of Common Property. Members will have the right to use the Common Property only in accordance with the terms of the Rules initially made by Declarant and revised from time to time by the Association. The Rules may restrict the time of use, provide limitations on use of the Common Property by Members, including without limitation Absentee Owner(s) and a Member's guests and lessees, and may impose a reasonable fee related to usage, provided such fee or charge is uniformly assessed. No Member will be entitled to any rebate or reduction in such Member's Assessments on account of any such restrictions imposed on the Member's use of the Common Property. The Rules will be kept at the offices of the Association and copies will be made available without charge to any Member requesting the same.

7. Article IV, Section 4.10 of the Declaration is hereby amended to read as follows:

4.10 ~~Short Term~~ Rentals. Short Term rentals of homes are prohibited within RidgeWalk. For purposes of this subsection, "Short Term Rental" is defined as lasting less than one (1) year ~~hundred eighty (180) days.~~ All leases for rentals compliant with this Section shall be in writing and a copy shall be provided by the Owner to the Association for review and approval by the Board of Directors prior to the effective date of the lease. All residents of the home under the lease shall be identified by name and age. Occupancy shall be limited to two (2) persons per bedroom. Any lease which does not comply with the requirements of this Section shall not be approved. The tenant(s), as part of the express terms of the lease agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. During such time as a home is leased, the Owner of such home shall not enjoy the use privileges of the RidgeWalk common area amenities appurtenant to such home. Owners leasing their home hereby agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association, shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Assessment. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

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

[Signatures on the following pages.]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for RidgeWalk this ____ day of _____, 2022.

Signed, sealed and delivered
in the presence of:

RIDGEWALK, LLC., a Florida limited liability
company

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2022, by _____, as _____ of Ridgewalk, LLC, on behalf of the company, and he is [] personally known to me or [] has produced _____ as identification.

Signature of Notary Public

[SEAL]

Notary Public Name (Typed or Printed)
Notary Public, State of Florida at Large
Commission No. _____
My commission expires: _____