

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF
NORTHRIDGE CREEK SUBDIVISION

THIS DOCUMENT, reflects the Amendments to the Declaration of Covenants and Restrictions for the Northridge Creek Homeowner's, (hereafter referred to as "Declaration"), and the original Declaration is recorded in the Official Records of Okaloosa County, Florida, in Book 2006, Page 2072, et. seq.

WHEREAS, the following certain property in Okaloosa County, State of Florida, described as follows:

This Declaration is hereby amended to indicate that the defined term "Properties" shall mean and refer to the following: (i) Lots 1 through 25, inclusive, Block A, and Lots 1 through 23, inclusive Block B, according to the subdivision plat of North Ridge Creek recorded in Plat Book 16, Page 51, of the Public Records of Okaloosa County, Florida; (ii) all the real property, including Lots 1 through 53, described on the subdivision plat of North Ridge Creek 1st Addition, as recorded in Plat Book 18, Page 14, of the Public Records of Okaloosa County, Florida; and (iii) all the real property including Lots 54 through 69, described on the subdivision plat of North Ridge Creek 2nd Addition as recorded in Plat Book 18, Page 15, of the Public Records of Okaloosa County, Florida.

Constitutes Northridge Creek Subdivision (hereafter referred to as the "Subdivision").

NOW THEREFORE, all of the property described above shall be sold and conveyed subject to the following easements, restrictions, conditions and covenants which are for the purpose of protecting the value and desirability of the property described above and be binding on all parties having any right, title and interest in the described property or any part thereof, their heirs, successors and assigns and shall insure to the benefit of the owners thereto.

ARTICLE I - DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot which is a part of the property which is made subject to this Declaration pursuant to the preceding section.

Section 2. "Properties" shall mean and refer to that certain real property herein above described in the preamble hereof.

Section 3. "Common Area" shall mean all the property (including the improvements thereon) owned by the Association for the common use and enjoyment of the "Owners", all easement rights held by the Association for the benefit of the Common Area and the "Owners" and the maintenance of the environmentally-protected recreation area and associated improvements. Common area improvements shall include, but not be limited to entry sign, landscaping, lawn pump and sprinkler system, entry lights and streetlights, gazebos, bridges, boardwalks and fencing.

Section 4. "Lot" shall mean and refer to the parcels of land as described in a recorded subdivision described in the preamble hereof and known as NORTHRIDGE CREEK.

Section 5. "Declarant" shall mean and refer to J&M Development, Inc., its successors and assigns.

Section 6. "Association" shall mean and refer to Northridge Creek Homeowner's Association, Inc., a homeowners association formed for the management of the Common Areas and Improved Lots as it relates to the Covenants and By-Laws.

Section 7. "Act" shall mean and refer to the Florida Homeowners Association Act (Chapter 720, Florida Statutes), as amended from time to time.

ARTICLE II - PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS AND ENJOYMENT: Every owner shall have the right and perpetual easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use the common area by an Owner (or anyone claiming the right to use the common area through such Owner) in accordance with the Act and/or the right to impose a daily fine in an amount determined by the Board of Directors which shall become a lien upon the lot whose Owner or occupant is found guilty by the Board of Directors of any infraction of such regulation, after giving such Owner due notice and opportunity to be heard, which sums shall be collectible in the same manner as delinquent assessments, all in accordance with the Act. This provision shall not apply to affect the right of a mortgagee or its successors in title, upon foreclosure to vote and to use the Common Area, and any lien arising under this provision shall subordinate to any first mortgage lien in accordance with the Act. Such lien shall remain a personal debt of the Owner until paid to the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the number of lot owners hereinafter provided. No such dedication or transfer shall be effective, unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of all the lot owners subject to this Declaration has been recorded in the Public Records or Okaloosa County, Florida,

Section 2. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, tenants, occupants or contract purchasers who reside on the lot.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one (1) class of voting membership. All members shall be Owners of lots. When more than one person has any interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as they determine; but in no event shall more than one vote be cast with respect to any lot. In the event any individual or entity owns more than one lot such individual or entity shall be entitled to one vote for each lot owned.

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. MAINTENANCE OF COMMON AREAS: The Association shall have the responsibility to maintain the Common Areas of the subdivision, including the environmentally-protected recreation area and associated improvements. Common Area improvements shall include, but not limited to, entry sign, landscaping, lawn pump and sprinkler system, entry lights and streetlights, gazebos, bridges and boardwalks, and fencing.

Section 2. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS: Each Owner of any improved lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to comply with the covenants and agrees to pay to the Association (1) annual assessments and (2) special assessments for capital improvements, provided for in this Declaration and/or the Association By-Laws, such assessments to be established and collected as provided in this Declaration and the By-Laws. The annual and special assessments, together with interest, late fees, costs and reasonable attorney fees incurred in the collection thereof with or without litigation, shall be a charge on the lot and shall be a continuing lien upon the lot against which each assessment is made in accordance with the Act.

Section 3. PURPOSE OF ASSESSMENTS: The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents on the properties and for the improvements and maintenance of the Common Areas.

Section 4. MAXIMUM ANNUAL MEMBERSHIP ASSESSMENT If in any year the annual budget contemplates an annual assessment which is greater than 115% of the previous year's annual assessment, 20% of the total voting interest may petition for an membership meeting for the purpose of adopting a substitute budget. At that meeting, upon the approval of 51% of all voting members within the Association, the substitute budget shall be adopted and replace the annual budget adopted by the Board of Directors. If the proposed substitute budget does not receive this approval, then the annual budget adopted by the Board of Directors shall remain in effect.

Section 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual membership fee authorized above, the Association may levy, in any assessment year, a special assessment of no more than \$150 per lot, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements upon the common area, including fixtures and personal property related thereto. One time assessments greater than the \$150.00 per lot must be approved by two-thirds (2/3) of the members voting in person or by proxy at a meeting or by direct mail when replies are received from 51% of the voting members.

Section 6. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. MONETARY FINES: The Board of Directors may impose monetary fines not to exceed \$20.00 per day or \$100 per occurrence on an Owner who violates the covenants or published rules and regulations in accordance with the Act. Such owner shall first be given an opportunity to defend against or to correct the infraction in accordance with the Act. Aggregate fines may rise to a level not to exceed \$2,500.00. No fine less than an aggregate of \$1,000.00 may become a lien on the lot in accordance with the Act.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest annual rate of interest then permitted by law. Additionally, delinquent assessments shall accrue a late fee equal to the greater of 5% of the assessment owed or \$25.00 in accordance with the Act. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of the lot. Suspension of voting rights or the right to use of the Common Area shall not suspend liability for the assessments provided herein.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, in accordance with the Act. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer or any lot pursuant to any first mortgage lien foreclosure, or any proceeding in lieu thereof, shall limit the lien of such assessment as to payments which become due prior to such sale or transfer in accordance with the Act.

Section 10. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED: Written notice of any membership meeting called for the purpose of taking any action authorized under Sections 4 or 5 shall be sent to all owners not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 51% of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement.

ARTICLE V - ARCHITECTURAL CONTROL

Section 1. LAND USE AND BUILDING TYPE: All lots in the Subdivision referred to above shall be known, described, used and occupied as single family residential lots only. The term "residential" as used herein shall be held and construed to exclude hospitals, churches, nurseries, duplex houses, apartment houses, commercial and professional uses of all types, and to exclude any development, operations or drilling for oil, gas or other minerals, or any refining or quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations. Any such usage of this property is hereby expressly prohibited.

Section 2. PLOT PLAN AND SPECIFICATIONS APPROVAL: No construction of any kind including, but not limited to, the main residence, fences, ancillary structures, and swimming pools, shall be permitted on any lot in the Subdivision until the plans, material specifications, colors, and plot plans showing the location and design of such

buildings or structures have been approved in writing by the Board of Directors as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the buildings or other structures with respect to topography and finished ground elevation. In the event that the Board of Directors fails to approve or disapprove such design or location within thirty (30) days after full and complete plans and specifications have been submitted to the Board of Directors and acknowledged in writing such approval shall not be required and these Covenants shall be deemed to have been fully complied with subject to County and State ordinances and building codes. This approval requirement is applicable to any exterior remodeling, alterations, construction or out buildings as well as all original construction.

Section 3. DEFINITION OF RESIDENCE: The word "house" or "residence" or "building" or "structure" or "dwelling" as used herein, including reference lot building lines, shall include galleries, porches, projections, and every other permanent part of such improvements, except roofs, side porches, fireplaces, steps, and air conditioning units and slabs for said units.

Section 4. EXTERIOR: The exterior of all dwellings shall be constructed of brick or stucco or a combination thereof. The eaves, soffits, and fascia shall be covered with a light-colored vinyl wrapped trim. No wood or wood product shall be exposed on the exterior. No exterior alterations to dwellings may occur without the prior written consent of the Board of Directors.

Section 5. ROOFING: All roof shingles must be uniform in color and style. All roof repairs and/or re-roofing shall use the same color as possible to the existing roof shingles. Multi dimensional shingles are an approved option for owners. All roofs must be maintained in good repair. Optional roof selections may be presented to the board of directors.

Section 6. DWELLING SIZE AND GARAGES: No dwelling or residence shall be permitted upon any home site in the subdivision which does not have a minimum of twelve hundred (1,200) square feet of floor area for the main structure, excluding garage, decks, porches, unheated or uncooled utility area and unheated or uncooled storage area, and a maximum of two stories. Every dwelling must include a fully enclosed two-car attached garage which shall not be converted into a visible living area from the street. Garage doors are not to be removed from the dwelling. There shall be no exceptions to this restriction.

Section 7. PATIOS AND DECKS: Patios and/or decks of any size are allowed on Lots 1-16, Block A, and Lot 12-23, Block 8. Wood decks only are allowed on Lots 17-25, Block A, and Lots 1-11, Block B; these lots adjoin the environmental preservation area and decks should be designed to allow the optimum for drainage and runoff. There shall be no exceptions to this condition.

Section 8. OTHER STRUCTURES: Construction of structures other than the main residence shall not be permitted on any lot of the Subdivision unless the Board of Directors shall have previously expressly consented to such construction in writing. Any ancillary structures permitted hereunder shall be attractively landscaped, constructed in a harmonious design with the main structure and located only in the lot area to the rear of the main residence and not visible from the street. No ancillary structure shall be built or placed on a lot until the quality, style, color and design have been approved by the Board of Directors in the manner provided for in Paragraph 2 herein.

Section 9. EXTERIOR LIGHTING: An exterior light shall be provided at all entrances to the house and at the garage door. Replacement pole lighting shall be the same color and style similar to the existing fixtures throughout the neighborhood. Exterior flood lights shall not be used where they will shine upon a neighboring house. The use of landscape lighting or flood lights to illuminate the front elevation of the house is encouraged.

Section 10. HOUSE NUMBERS: House numbers shall be visible from the street.

Section 11. LANDSCAPING: All yards shall be fully sodded with grass in the front and on both sides and accented with shrubbery beds and natural areas designed to enhance the appearance of the house. All rear yards shall be landscaped sufficiently to prevent erosion. No plant life shall obstruct the view of passing motorists in all directions of any lot.

ARTICLE VI - EASEMENTS

Section 1. DRAINAGE AND UTILITY: Declarant reserves a perpetual easement in, on, over and under all drainage and utility easements as reflected on the Plat of NORTHRIDGE CREEK and additionally reserves unto utility companies a perpetual easement for drainage and utility purposes in, on, over and under a strip of land equal to the distance from the side property line to the residential structure of five (5) feet in width along the side, whichever is less, and ten (10) feet on the rear or front of each lot to be maintained by the owner of a lot, subject to this Declaration with full right of entry by it or its licensees, for the purpose of establishing, constructing and maintaining any utility, with the right to erect, maintain poles, conduits and wires for telephone, electric power, and other purposes and to lay, install and maintain facilities for sewage, water, gas, storm drainage and other utilities therein.

Section 2. ELECTRICAL POWER AND TELEPHONE SERVICE:

(a) All cables wires, or conduits necessary for the transmission of electrical power, telephone service or electrical or electronic impulses of all sorts including cable television, shall be by underground service only. No overhead cables or lines for such purposes shall be erected or permitted to exist upon the lots and street of this subdivision except along that entrance road from Lewis Turner Blvd. to the first lot, Lot 1, Block A. Telephone conduits will terminate at each individual lot line.

(b) Association hereby grants and conveys unto Gulf Power Company, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment on, along, under and across the streets, alleys, and public ways of NORTHRIDGE CREEK in Okaloosa County, Florida, according to the plat of said subdivision recorded in the transmission, distribution, supply and sale to the public of electric energy and for the purpose of selling and supplying electricity to the public for power, heat and light, and also the perpetual right to lay, bury, construct, operate, maintain, dig up (See Article VI, Section 3) and repair on each lot within the subdivision service, conduit and facilities from the property line to the point of service for all present and future customers of Gulf Power Company, its successors and assigns, within said NORTHRIDGE CREEK.

Section 3. DRAINAGE SWALES: To assure proper surface drainage, it is required that certain special swales along road rights-of-way and as a permanent part of some building lots be established and maintained. They shall be maintained so that property run-off occurs and seepage basins are retained as per approved construction plans for Northridge Creek by the Okaloosa County Engineering Department. Copies maybe obtained at Okaloosa Engineering Department. They will be maintained at the same level and in a grassy condition except where a driveway is placed. Utility companies and private lot owners will be responsible for maintaining, at their sole expense, these swales and the pipe under each driveway so that they are consistent with the Okaloosa County's approved drainage plan and elevation requirements.

ARTICLE VII - LOT MAINTENANCE

The Owner of each lot shall neatly maintain and keep in good repair the exterior of dwellings and other improvements such as landscaping, fences, walks, and drives. If, for any reason, the lot Owner fails to maintain the lot and its improvements in a manner satisfactory to the Board of Directors and after receiving a thirty (30) day written notice of the deficiency, the Association may enter upon the property and make the repairs, remove debris, or do whatever is necessary to restore the property to an attractive appearance. The action shall not be deemed to be a trespass. The cost of such work plus a reasonable fee for supervision shall be charged to the Owner and shall become a lien against the lot and a delinquent assessment if not paid within sixty (60) days.

ARTICLE VIII - USE RESTRICTIONS

Section 1. TEMPORARY CONSTRUCTION MATERIALS AND EQUIPMENT: No building materials or temporary equipment of any kind of character shall be placed or stored on the property until the Owner is ready to commence improvements and all shall be placed within the property line of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property line.

Section 2. MOTORIST'S VISION TO REMAIN UNOBSTRUCTED: No structure or planting (including but not limited to a fence, wall hedge, shrub, bush, tree or other thing, natural or artificial) shall be placed or located on any lot, if the location of same will obstruct the vision of the motorists upon any of the streets.

Section 3. SETBACK FOR ALL STRUCTURES: No building or any type or kind of permanent structure (except drives and walks) or any part of the same shall be erected, placed or allowed within the front building setback which is hereby established as being twenty (20) feet from the front lot line: or closer to any interior side lot line than a distance of three (3) feet, but in no case shall there be less than ten (10) feet between any buildings on adjoining lots; or closer than fifteen (15) feet to any rear lot line on Lots 17-25, Block A, and Lots 1-11, Block B, and no closer than ten (10) feet to any rear lot line on Lots 1-16, Block A, and Lots 12-23, Block B. For the purpose of these covenants, eaves, air condition units, air conditioning pads, fireplaces, patios and steps shall not be considered as a part of the building. The Association reserves the right to modify or grant variances to the above-stated minimum setback requirements. All such modifications or granting of variances must be made in writing and executed by the Board of Directors.

Section 4. SWIMMING POOLS: Swimming pools may be installed only after obtaining written approval from the Board of Directors after submitting the type, location, construction material and design from the contractor or its duly appointed representative.

Section 5. DISPOSAL OF REFUSE: No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than 30 days), junk or other waste shall be thrown, stored or dumped on any lot part or on any street in the Subdivision. No yard debris shall be set on the street with exception to lots located on narrow ends of cul-de-sacs. All garbage shall be kept in sanitary containers and stored in the garage, or within an area not visible from the street, until day of collection.

Section 6. HOUSE TRAILERS, RECREATIONAL VEHICLES AND EQUIPMENT, AUTOMOBILE PARKING AND STORAGE. No commercial vehicles exceeding 1 ton, no box trucks, stake box trucks, flatbeds, etc., mobile or stationary trailers, campers, travel trailers or boats shall remain parked on the roadways, road right-of way or in the front yard or driveway of any lot within this subdivision. No house trailers shall be permitted to remain within the limits of the subdivision. No recreational vehicles of a length greater than twenty-five (25) feet and no boats of a length greater than twenty-five (25) feet shall be stored or kept on any lot within the subdivision unless the same shall be kept and stored in a fully-enclosed garage or within a fenced yard area as otherwise allowed for within the Declaration. No recreational equipment of any type, including but not limited to basketball goals, volleyball nets, etc. shall be allowed to encroach into the roadway or road right-of-way. No vehicles of any type shall be allowed to park on the roadways or road right-of-way except in cases where homeowners have guests on a temporary basis. In no event shall automobiles be allowed to remain parked on the roadway or road right-of-way overnight. Homeowners should provide for such prolonged parking within their garage and driveway areas.

Section 7. WINDOW AIR CONDITIONERS: No window air conditioning units shall be installed on any side of a building wall that is visible from the street or side yard.

Section 8. FENCES, WALLS, HEDGES: Fences, walls and hedges are permitted but not closer to the front or side street than the applicable setback line for the house or residence, except that fences, walls and hedges may be built on the street side of corner lots out to the edge of the road right-of-way on the side of the house of residence only. Fences, walls and hedges may be placed on or inside of interior lot lines provided they do not encroach upon the adjoining lot without permission of the adjoining lot owner, and also provided that such fences, walls and hedges do not interfere with the use of easements on any of the subdivision lots. The only types of fencing allowed are wooded shadowbox privacy fences six (6) feet from the ground on the side and rear property lines. Owners of perimeter lots may install an 8' solid fence at the rear of the lot. Should any fence, hedge, shrub, tree, flower or other planting be so placed or afterwards grow so as to encroach upon the adjoining property, such encroachments shall be removed upon the request of the Owner of the adjoining property. Wooden privacy fences shall not be placed on any portion of any home site at a height more or less than six (6) feet from the ground. Notwithstanding the foregoing, no fence may be constructed until written approval is obtained from the Declarant or its duly designated representative as to design and material to be used in the construction of said fence according to these covenants. In no event shall the Declarant or any other person or entity gain any access across said right-of-way or conduct any maintenance, repair or other work on said right-of-way, have any liability to the lot owner for removal, damage or destruction of any fence, wall or hedge.

Section 9. SIGN RESTRICTIONS: Signs are restricted to six (6) square feet. The Association may enter upon any lot and summarily remove any signs, which do not meet the provisions so outlined in this section.

Section 10. PETS: No animals of any kind may be kept for any commercial or breeding purposes. If, in the sole opinion of the Board of Directors, the animal or animals become dangerous, or an annoyance or nuisance in the neighborhood, or to nearby property, or destructive of wildlife, they may not thereafter be kept on the lot. Owners who walk their pets in the Subdivision shall remove their pet waste from neighboring properties. The owner of any animal shall comply with the applicable "Leash Law" of Okaloosa County. The Board of Directors shall have the further right to fine any Owner of a lot an amount not to exceed One Hundred Dollars (\$100) per violation of pet restrictions by an Owner or an occupant of his lot.

Section 11. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any home site, nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of-ways. The Declarant, or his representative, is permitted to use his reasonable discretion in making determinations of fact under this paragraph.

Section 12. CLOTHES LINE: Clothes lines are restricted to the rear of lots and must not be visible from the street.

Section 13. SEWAGE DISPOSAL: No outdoor privy nor other method of disposing of sewage not approved by the Florida State Board of Health shall be permitted anywhere in the Subdivision. No well, except for lawn watering purposes, shall be sunk or maintained on any part of the Subdivision unless facilities furnishing water distribution lines installed along either side of the street or alley, right-of-way abutting any home site property line, within fifteen (15) days after the beginning of visible construction of improvement upon any particular home site and written notification requesting water be made to the governmental body or utility company or person then having the right to install water line in the Subdivision shall be unavailable.

Section 14. FUTURE PURCHASES: The original purchaser of property in this Subdivision as well as subsequent purchasers are bound by these covenants and restrictions which run with the land. Therefore, structural modifications to existing structures, new structures such as ancillary structures and fences and exterior color changes of any structure must be approved in advance by the Association or its authorized representative.

ARTICLE IX - GENERAL PROVISIONS

Section 1. ASSOCIATION MAY CORRECT VIOLATIONS: Wherever there shall have been built or there shall exist on any lot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Association shall, after giving written notice to the property owner, have the right but not the obligation, to enter upon the lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of such property, which expenses shall be payable by such owner to the Association on demand. Such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any way for damages on account thereof. The Association shall have a lien for an amount equal to the costs incurred and expended by it to correct any violations under these covenants and restrictions against the real property and any improvements thereon, which is the subject of the corrective action.

Section 2. TERMS OF RESTRICTIONS: This Declaration shall run with and bind the land, for a term of thirty (30) years from the date of this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of thirty (30) years unless an instrument signed by a majority of the owners of the lots has been recorded in the Public Records in and for Okaloosa County, Florida agreeing to change said covenants in whole or in part.

Section 3. LEGAL ACTION ON VIOLATIONS: If any person, firm or corporation, or other entity shall violate or attempt to violate any of these Covenants and Restrictions it shall be lawful for the Declarant or any person or persons owning any lot of the Subdivision to prosecute proceedings at law for injunctions or the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any Covenant or Restrictions or any obligations, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a

waiver of the right of enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obligated to pay a reasonable attorney's fee and court costs to the successful plaintiff in all actions seeking to prevent, or enjoin such violations or in damage suits thereon.

Section 4. SEVERABILITY: All restrictions herein contained shall be deemed several and independent. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE X - RULE MAKING

Section 1: RULES AND REGULATIONS: Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of lots and the Common Area. Copies of such rules and regulations as amended shall be available to all owners on the association website or upon request of the Board.

ARTICLE XI - RENTALS

Section 1: LEASE OR RENT OF DWELLINGS: The lease or rent of any dwelling within the subdivision for a period of less than six (6) consecutive months is strictly prohibited. Temporary lodging services such as Airbnb, VRBO and similar are prohibited. Owners are to provide their tenants the means to view the rules and regulations herein provided. Owners shall provide the Board of Directors the name and contact information of the tenant and a copy of the lease upon request.

AMENDED AND RESTATED BY-LAWS
OF
NORTHRIDGE CREEK HOMEOWNER'S ASSOCIATION

ARTICLE I
NAME

The name of the Corporation is Northridge Creek Homeowner's Association, Inc. (hereinafter referred to in this document as the "Association"). Meetings of members and directors may be held within the State of Florida, County of Okaloosa, as may be designated by the Board of Directors. The Association is a Florida not-for-profit corporation.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Northridge Creek Homeowner's Association, Inc. and its successors and assigns.

Section 2. "Properties" shall mean and refer to those lots of record in the subdivision known as Northridge Creek.

Section 3. "Common Areas" include the environmentally protected recreation area, the median entrance and the east side of Gospel Road leading into the subdivision.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded plat of the subdivision described in Article II, Section 2.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot which is part of the "Properties", but excludes those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, and Easements of Northridge Creek Subdivision, as amended from time to time.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association because of ownership of one or more lots in the subdivision.

Section 8. "Act" shall mean and refer to the Florida Homeowners Association Act (Chapter 720, Florida Statutes), as amended from time to time.

ARTICLE III
PURPOSE AND POWER OF THE ASSOCIATION

This Association is non-profit corporation without contemplation of pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential properties and to promote the health, safety and welfare of the residents of said properties.

Section 1. SPECIFIC PURPOSES:

A. Promote and encourage the participation of all members of this Association in aiding and supporting the improvement of said properties.

B. Prevent nuisances, prevent the impairment of the attractiveness of the property, insure the lasting beauty and investment value of the property, and thereby secure to each individual owner the full benefit and enjoyment of his/her property with no greater restrictions upon the free and undisturbed use of his property than is necessary to insure the same advantage to other property owners.

C. Insure appropriate architectural control of all construction on lots in the subdivision.

D. Control the appearance of all properties.

E. Enforce the Declaration.

F. Exercise all other and future rights, powers and authority permitted by the laws of the State of Florida governing non-profit corporations.

Section 2. SPECIFIC AUTHORITY:

A. Exercise all of the powers and privileges and to perform all the duties of the Association as set forth in the several Restrictive Covenants, Articles of Incorporation and the By-Laws of the Association.

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to terms of all documents pertaining to the Association; pay all expenses for the operation, management and business of the Association.

C. Borrow or raise money, with the consent of 2/3 of the quorum of members at any regular or special meeting. A quorum is established as 51% of the voting members together with specific proxies.

D. To execute any and all other powers or authority which a corporation has under the laws of the State of Florida.

ARTICLE IV
LOT OWNERS

All members in good standing shall be entitled to vote on all matters being voted on by the membership of the Association. When a lot is owned by more than one person only one owner is entitled to have membership in the Association and voting rights.

ARTICLE V
MEETINGS

Section 1. ANNUAL MEETINGS: Annual Meetings of membership shall be held in the month of January at a location, day, and time established by the Board of Directors.

Section 2. SPECIAL MEETINGS: Special meetings of the members may be called by the President or by a majority vote of the Board of Directors, or upon written request signed by at least twenty five (25) per cent of the voting members. Written requests for special meetings must reach the Secretary at least thirty (30) days in advance and must contain a clear statement for the purpose of the Special Meeting. Other business may be considered at a called Special Meeting upon due notice to its members.

Section 3. PURPOSE OF THE ANNUAL MEETING:

A. Presentation of a report to the members of all matters pertaining to management and operation of the Association for the past year.

B. Present new proposals and recommendations for the members' consideration.

C. Elect the members of the Board of Directors.

D. Such other lawful business as is required.

SECTION 4. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by or at the direction of the Secretary mailing a copy of such notice, at least fourteen (14) days before such meeting to each member entitled to vote specifying the place, day, and hour of the meeting in accordance with the Act. The notice shall contain the names of persons nominated for positions on the board. The notice shall also contain a clear statement of any new proposal or issues to be voted on by members at the meeting. The conduct of the meeting shall be outlined in "Roberts Rules of Order". No business other than that specified in the notice shall be considered at a special meeting. This restriction shall not apply to annual meetings.

Section 5. QUORUM: The percentage of voters at the meeting of members together with proxies entitled to cast 30% of the votes shall constitute a quorum for action being presented to the members in accordance with the Act. Unless otherwise provided in the governing documents of the Association or stated in the Act, the Association may not amend the governing documents without two-thirds 2/3 approval of the Association's voting members. If a quorum is not present at any meeting, the President shall then adjourn the meeting then announce the date, place and hour for another meeting to replace the meeting adjourned for lack of a quorum. The new meeting shall be scheduled as soon as is reasonably feasible.

Section 6. PROXIES: At all meetings of members, each member entitled to cast a vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the meeting. Each proxy shall be revocable and valid only for the purpose indicated for one annual or special meeting for which it is granted. Membership in the Association passes automatically to new owners upon conveyance by the member of his/her lot.

ARTICLE VI BOARD OF DIRECTORS

Section 1. NUMBER AND COMPOSITION: The affairs of this Association shall be managed by a Board of Directors with no less than three (3) and no more than seven (7) members. All members shall be duly elected at the annual membership meeting. The determination of how many director seats shall constitute the Board of Directors shall be made by the existing Board of Directors and announced to the membership not less than ninety (90) days prior to the Annual Meeting. In the event the Board of Directors does not make a timely announcement regarding the number of director seats, there shall be the same number of seats as there was in the previous year.

Section 2. COMPENSATION: No director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for any expenses incurred in the performance of a specific assignment. The Board of Directors is authorized to pay such expenses when it determines that the expenses were justified.

Section 3. ELECTION OF THE BOARD OF DIRECTORS: The election of Board Members shall be held at the Annual Meeting of the Association. In the event no applications for board positions are submitted prior to the annual meeting nominations may be made from the floor. Should there be no nominations, before or during the annual meeting, the Board shall make recommendations for vacancies at the first Board meeting following the Annual Meeting.

Section 4. TERM OF OFFICE: The member of the Board of Directors of this Association shall be elected to hold office for two years. Board members may be re-elected to succeed themselves two (2) times and may be

elected to serve for three two-year terms consecutively, after which they cannot be elected to serve on the Board until they have been out of office for two years.

Section 5. MEETING OF THE DIRECTORS: The Board of Directors shall meet on a regularly scheduled basis as set by the Board. The date, time and location may be fixed by the Board with posted notice to membership no later than forty-eight (48) hours' prior to the Board meeting in accordance with the Act. Any Board of Directors meeting to consider a special assessment or to consider a rule or regulation regarding use of the lots requires notice of said meeting posted and sent to all members not less than fourteen (14) days prior to the meeting, in accordance with the Act.

Section 6. QUORUM: A majority of the number of the directors must be present at any meeting to form a quorum. Every act or decision made by a majority of members present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 7. POWERS AND DUTIES OF BOARD OF DIRECTORS:

A. Powers: The Board of Directors shall have power to:

1. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership as a whole by other provisions of the governing documents.
2. Declare the office of a member of the Board to be vacant in the event such member shall be absent without cause from three (3) consecutive regular scheduled meetings of the Board.
3. Hire paid personnel and contractors deemed necessary and to prescribe their duties, responsibilities and pay.
4. Notwithstanding the foregoing powers, the Board of Directors shall not enter into any contract or hire any employee in which any member of the Board of Directors will directly or indirectly receive a financial benefit.

B. Duties: It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs each month and to present a statement thereof to the members the Association, including absentee owners, at each Annual Meeting of members or at any special meeting.
2. Supervise all employees and contractors of the Association and affirm that their duties are properly performed.
3. Fix the amount of the annual assessment against each lot and adopt an annual budget at least thirty (30) days in advance of the due date each year.
4. Determine "special assessment" for capital improvements that are considered to be in the best interest of the Association. The assessment shall not exceed more than \$150 per lot per year. One time assessments requiring a greater amount must be approved by two-thirds (2/3) of the members voting in person or by proxy at a meeting or by direct mail when replies are received from 51% of membership.
5. File and record a lien against any lot for which assessments are not paid within sixty (60) days after the due date. The lien shall include the amount of the assessment in arrears plus cost of preparation, legal charges, filing fees, late fees, and interest. The Association shall follow the guidelines so stated in the Act.
6. Issue, or cause an appropriate officer to issue, upon demand by any member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of

these certificates. If a certificate states that an assessment has been paid it must include evidence of proof of payment.

7. Procure and maintain adequate liability insurance for both Board members and the common grounds and hazard insurance for association owned property.

8. Pay all taxes on the Common Areas, if any.

9. Cause the common areas to be maintained.

10. Assure that the duties of all officers and committee members are performed in an appropriate and timely manner.

ARTICLE VII
ASSOCIATION OFFICERS AND THEIR DUTIES:

Section 1. ENUMERATION OF OFFICERS: The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer who shall be elected by the Board members as per Section 6. The remainder of the Board shall be Members-at-Large.

Section 2. ELECTION OF OFFICERS: The selection of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members.

Section 3. TERM: The officers of this Association shall be elected annually by the Board and hold office until his/her successor shall sooner resigned, or shall be removed, or otherwise disqualify to serve.

Section 4. RESIGNATION OR REMOVAL OF AN OFFICER: Any officer may resign at any time upon giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed from office by the Board. The action must be based on cause and in the best interest of the Association. Such action must have unanimous consent of the Board. Removal or resignation of a board member shall in no way remove the member from the Association.

Section 5. VACANCIES: A vacancy in any office shall be filled by appointment by the Board of Directors. The person appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 6. MULTIPLE OFFICES: The offices of Secretary and Treasurer may be held by the same person. No one person shall simultaneously hold more than one of any of the other offices.

Section 7. DUTIES: The duties of the Offices are:

A. PRESIDENT: The President is the executive of the Association. The President shall preside at all meetings of the Board of Directors and at Annual and Special Meetings of the Association. The President shall sign all official Association documents and correspondence, and shall be a signatory of checks and promissory notes of other instruments of obligation of the Association. The President is responsible for the proper management and operation of the Association affairs.

B. VICE-PRESIDENT: The Vice-President shall act in the place and instead of the President in the event of the President's absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the President of the Board of Directors.

C. SECRETARY: The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the Members; serve notice of the board meetings; perform such other administrative duties as

required by the Board. When the business and administrative activity increases the Board is authorized to separate the duties into two separate positions: a Secretary and a Treasurer. The Board may hire a paid Secretary to work part time or full time. As a Secretary the employee shall not be a Board member but shall be required to attend all board meetings as well as annual and special meetings. An employed Secretary shall not be required to be a member of the Association.

D. TREASURER: The Treasurer shall receive and deposit all monies in the bank account of the Association; disburse such funds as directed by Resolution of the Board; post, sign and deposit all checks and promissory notes of the Association except when incapacitated to the extent that signing is inappropriate or impossible. At such time the second authorized signatory shall assume the Treasurer's responsibilities. The Treasurer shall keep proper books of account; keep proper records of Association membership together with addresses and contact numbers; furnish a financial statement at the end of each fiscal year which shall be available for members to review; prepare an annual budget and a statement of income and expenditures to be available at the annual meeting.

ARTICLE VIII
OFFICIAL RECORDS

The books, records and papers of the Association including the Declaration, Articles of Incorporation and By-Laws shall be available to membership. The Association shall maintain all official records in accordance with the Act.

ARTICLE IX
ASSESSMENTS

The Annual budget shall be adopted by the Board of Directors. Annual assessments shall be due and payable on or before January 31st of the billing year. If payment is not received by the Association within sixty (60) from the due date it shall be considered delinquent. Thereafter, the assessment shall accrue interest from the date of delinquency until all expenses are paid in full. After a period of sixty (60) days' delinquency the Association may record a lien against the property to include all expenses associated with the filing together with interest charges, in accordance with the Act.

ARTICLE X
AMENDMENT OF BY-LAWS

Section 1. These By-Laws of the Association shall serve as governing rules for the management and operation of the affairs of the Association until amended. Proposal for amending the By-Laws must be processed-as follows:

A. Any proposed amendment or amendments to these By-Laws must be forwarded to reach the Board of Directors thirty (30) days before a scheduled annual meeting of the members of the Association.

B. The amendment proposals must be clearly written and must state exactly what portion of the current By-Laws the amendment(s) will change

C. Two-thirds (2/3) vote in favor of the amendments(s) must be approved by a quorum at the Annual Meeting. All votes shall be in writing.

ARTICLE XI
ASSOCIATION TERM OF EXISTENCE

The Association is to exist perpetually in increments of thirty (30) years.

ARTICLE XII
MISCELLANEOUS

Section 1. Invalidation of any of these By-Laws by judgment, court order of legislative override will not serve to invalidate the remaining articles and sections thereof,

Section 2. The Association shall never be operated for the purpose of carrying on a trade or business for profit. The assets and earnings of this Association shall be used solely for the purpose of which the corporation has been formed. No part of the Association activities shall participate in propaganda or otherwise attempt to influence legislation. The Association shall not participate in, or interfere, in political campaigns of any candidate running for public office.

I, the undersigned, President of the Northridge Creek Association Board of Directors, attest to the Board's knowledge of these By-Laws, and declare to the best of our abilities, will execute the duties and responsibilities of the Board of Directors during the term of our office.

This instrument prepared by:
Jay Roberts, Esq.
Becker
348 Miracle Strip Pkwy, Suite 7
Fort Walton Beach, FL 32548
(850)664-2229

**GOVERNING DOCUMENTS AMENDMENT CERTIFICATE
NORTHRIDGE CREEK HOMEOWNER'S ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of Northridge Creek Homeowner's Association, Inc., a Florida corporation not for profit, does hereby certify that the attached Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Amended and Restated Bylaws were approved by the requisite vote of the members.

The original Declaration of Covenants, Conditions, Restrictions and Easements for Northridge Creek, a planned community, is located at Official Records Book 2006, Page 2072, et. seq., Public Records of Okaloosa, Florida.

ATTEST:
Northridge Creek Homeowner's Association, Inc.

Judi K. Gibson
Witness

By: Robert E. Bergs
Robert Bergs, Its President

Patricia E. Bergs
Witness

STATE OF Florida

COUNTY OF Okaloosa

Before me, the undersigned authority appeared Robert Bergs, to me personally known or produced with ID as identification, and known to be the President of Northridge Creek Homeowner's Association, Inc., a Florida non-profit corporation, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated.

WITNESS my hand and official seal this 6 day of September, 2018.

Connie W Speller
NOTARY PUBLIC
My Commission Expires: Feb 9, 2020

