

Prepared by:
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STATE OF FLORIDA
COUNTY OF ESCAMBIA

**CERTIFICATE OF AMENDMENT AND REVISED, RESTATED, AND COMBINED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HERON'S FOREST PHASES I AND II**

NOTICE IS GIVEN that at a duly called meeting of the members of The Heron's Forest Property Owners Association, Inc. on this 14th day of December, 2024, by written instruments of the Lot Owners and by a vote of not less than two-thirds of the Lot Owners of each of the Phases, each with its own Declaration of Covenants, Conditions, and Restrictions, approved the Revised, Restated and Combined Declaration of Covenants, Conditions, and Restrictions (the "**Restated Declaration**") whereby each of the Phases agreed to be governed by the Restated Declaration.

The recording information for each of the Declarations of each of the Phases is included in the attached Revised, Restated, and Combined Declaration.

IN WITNESS WHEREOF, THE HERON'S FOREST PROPERTY OWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed this 14th day of December, 2024.

NOW THEREFORE, the two (2) Declarations are revised, restated, and combined as approved by the memberships of each of the individual subdivisions into this Restated Declaration as follows:

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

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STATE OF FLORIDA
COUNTY OF ESCAMBIA

**REVISED, RESTATED, AND COMBINED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE HERON'S FOREST PHASES I AND II**

THIS REVISED, RESTATED, AND COMBINED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HERON'S FOREST PHASES I AND II (the "**Restated Declaration**") is made pursuant to the amendment provisions both of the individual Declarations for Phases I and II, as approved at a duly noticed meeting on 14th of December, 2024, where a quorum was present for both subdivisions and by an affirmative vote of not less than two-thirds (2/3) of the Lot Owners in both Phases of the subdivision, this Declaration revises, restates, and combines the two (2) Declarations into this Restated Declaration as Follows:

THE HERON'S FOREST PROPERTY OWNERS ASSOCIATION, INC. ("**Association**" or "**Heron's Forest**"), a Florida not-for-profit corporation, by and through its undersigned officer, certifies that.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Heron's Forest, recorded on December 18, 1997, in Official Records Book 4203, at Page 1199 et. seq. of the public records of Escambia County, Florida (the "**Declaration**");

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Heron's Forest Phase II, was recorded on March 1, 2000, in Official Records Book 4529, at Page 656 et. seq. of the public records of Escambia County, Florida;

WHEREAS, the Amendment to the Declaration of Covenants, Conditions, and Restrictions for Heron's Forest and Heron's Forest Phase II, was recorded on June 29, 2009, in Official Records Book 6477, at Page 877 of the public records of Escambia County, Florida;

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Heron's Forest, was recorded on March 13, 2023, in Official Records Book 8943, at Page 863 et. seq. of the public records of Escambia County, Florida;

WHEREAS, in accordance with Article IX, Section 3 of the Declaration, the Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Lot Owners;

WHEREAS, a duly noticed meeting of the members was held on December 14, 2024, at which a quorum was obtained and not less than two-thirds (2/3) of the Lot Owners approved the following Amended and Restated to the Declaration; and

WHEREAS, Association is the owner of certain real property located in Escambia County, Florida, to include property in Heron's Forest Subdivision Phase I and II, more particularly as follows to wit:

Phase I

HERON'S FOREST, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK THEREOF RECORDED IN PLAT BOOK 16, PAGE 18, 18A, THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Phase II

A PARCEL OF LAND LYING AND BEING A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF HERON'S FOREST AS RECORDED IN PLAT BOOK 16 AT PAGE 18 & 18A OF THE PUBLIC RECORDS OF ABOVE SAID COUNTY, THENCE RUN NORTH 15°57'41" WEST ALONG THE WEST LINE OF SAID HERON'S FOREST FOR 416.43 FEET; THENCE CONTINUE ALONG SAID WEST LINE NORTH 54°42'52" WEST FOR 919.76 FEET; THENCE RUN NORTH 77°53'40" EAST 874.38 FEET; THENCE RUN NORTH 74°02'26" EAST FOR 207.69 FEET TO THE POINT OF BEGINNING. CONTAINING 14.02 ACRES MORE OR LESS.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to The Heron's Forest Property Owners Association, Inc. (HFPOA), a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) owned by the Association from time to time for the common use and enjoyment of the Owners.

Section 3. “**Subdivision**” shall mean and refer to Heron’s Forest, a subdivision situated in Escambia County, Florida, according to the Plat.

Section 4. “**Lot**” shall mean and refer to each and all of the numbered Lots (specifically excluding Parcel “A”) shown on the Plat of the Subdivision for PHASE I and PHASE II.

Section 5. “**Owner**” shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. “**Plat**” shall mean and refer to the Plat of Heron’s Forest, which is recorded in the public records of Escambia County, Florida, as noted in the preamble hereof.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership Required. The Association membership shall consist of all Owners of Lots in the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Membership Class. The Association shall have one class of voting membership. The Class shall be the Owners of all Lots, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such people shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1. Prior Design Approval. No residential structure, fence, wall, mailbox, driveway, pool, landscaping, or other structure or improvement of any nature whatsoever shall be commenced, erected, placed or altered on any Lot until the design, location, plans, specifications, and plot plan showing the location, nature, kind, shape, height, materials, color, and other specifications have been approved in writing as to the quality of workmanship and materials; as to the harmony of exterior design with the requirements of this Declaration and with existing structures; and as to the location with respect to topography and finished grade and full compliance with the easements, restrictions, covenants and conditions of this Declaration. Approval shall be by a majority vote of the Architectural Review Committee (the “**ARC**”). The ARC will review and respond to any complete set of plans and specifications within thirty (30) days after they have been properly and completely submitted in writing. All documentation from ARC requests shall be kept electronically for seven (7) years. This includes the request, plans, emails, and any and all communications.

Section 2. Architectural Review Committee (ARC).

A. The ARC shall consist of three (3) permanent and two (2) alternate members appointed by the Association’s Board of Directors (the “**BOD**”). Upon a vacancy on the ARC or in the event an ARC member cannot continue to serve, the BOD shall appoint a new ARC member.

B. A member of the ARC may be removed for any cause by a two-thirds (2/3) vote of the BOD.

C. The members of the ARC shall not be entitled to any compensation for their services. The ARC shall not be responsible for any fees and expenses incurred during the review process. These include the review of plans and specifications, any inspection(s) during construction, employment of professional advisors, and related out-of-pocket expenses submitted in accordance with this Article. Any such fee(s) or costs incurred throughout the review process shall be agreed upon by the property owner in writing before ARC approval is granted.

D. All decisions of the ARC shall be by majority vote. ARC decisions shall be based upon the uniform application of such reasonable standards as are consistent with a single-family residential subdivision. Such standards include the harmony of external design (including roof style, pitch, material, and color); chimney; exterior siding (material and color); windows and trim; shutters (color and style); doors; exterior lighting; garage doors; location in relation to surrounding structures and typography; the type, kind, and character of the building, structure, and other improvements; and aesthetic qualities in general.

E. Any owner requesting a waiver must present said waiver to the ARC for approval. This process shall be completed within twenty-one (21) days. Property owners located on either side of the proposed project under consideration for a waiver must be informed in writing and by email that a waiver is being considered. This must happen within twenty-one (21) days of the waiver request.

IT IS TO BE EMPHASIZED THAT ONE OF THE UNIQUE FEATURES OF THE SUBDIVISION IS ITS TREES, VEGETATION AND CANOPY. AS SURELY AS ANY OTHER ASPECT OF ARCHITECTURAL REVIEW, IT IS INTENDED THAT THIS DECLARATION SHALL CONTROL ANY LOT CLEARING OR GRADING ACTIVITIES, AND THAT SIGNIFICANT EMPHASIS BY THE ARCHITECTURAL REVIEW COMMITTEE SHALL BE PLACED UPON THE EXTENT AND MANNER OF CLEARING LOTS, TREE PRESERVATION AND ENHANCEMENT, CANOPY MAINTENANCE, LANDSCAPING AND THE LIKE.

Section 3. Construction Plans. All construction plans shall be thorough and complete; include all elevations; reflect all exterior material types, design, and color; and shall be accompanied by a complete landscape plan for the entire Lot.

Section 4. Inspection During Construction and Prior to Occupancy. The ARC, or their representative, shall have the right to inspect the Owner's property and improvements during construction and prior to occupancy to ensure construction is in accordance with the construction plans submitted and approved by the ARC. Failure of an Owner to comply with the provisions of this Article III, or failure of an Owner to carry out construction in accordance with the provisions of this Article III, shall subject such Owner to the sanctions provided for in Section 1 of Article IX.

ARTICLE IV - RESTRICTIONS AND COVENANTS

The following restrictions will be observed and adhered to in substantially all situations. However, the ARC is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions, as well as Architectural Guidelines promulgated by it from time to time, utilizing the same standards of review as those set forth in Article III, Section 2, where it is demonstrated by the person requesting the waiver that the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the neighborhood as a whole, and, that same is consistent with the Subdivision. Neither the ARC, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1. Residential Use. All Lots shall be used and occupied solely for single-family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment, or business purposes of any kind or character other than a home office. However, in no event shall any such permitted home office be one where clients, customers, salespersons or others would routinely visit. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family structure with a garage attached to the main structure (or a detached garage in conformity with the architectural design of the residential structure) for at least two (2) vehicles, a pool, a detached gazebo and/or guest house (designed in conformity with the architectural design of the residential structure). No such permitted detached structure may be constructed prior to the completion of construction of the residential structure.

Section 2. Minimum Square Footage and Size. The main residential structure constructed on any Lot shall not exceed three (3) stories in height and shall contain the minimum square footage set forth below:

	<u>Minimum overall square footage</u>
All Lots in Blocks A through E	1,600 Square Feet
All Lots in Blocks F through N	2,000 Square Feet

Residential Structures with more than one story shall have a minimum ground floor area as approved by the ARC. All residential structures shall be set back from various Lot lines as set forth below:

<u>Phase I Lots</u>	<u>Residential Structure Setback</u>		
	<u>Front</u>	<u>Rear</u>	<u>Side</u>
All Lots in Blocks A through E	20'	15'	10% of the Lot width at the building line in question.
All Lots in Blocks F through N	25'	25'	10% of the Lot width at the building line in question.

Setbacks for detached garages and other permitted detached structures shall be as approved on a case-by-case basis by the ARC. Waiver of any of the preceding fixed setback requirements is

hereby granted for unintentional violations that do not exceed ten percent (10%) of the particular setback distance in question without ARC approval; additional waivers of the preceding setback requirements (and those contained on the Plat) shall require the approval of the ARC. In the event the setbacks herein provided for are different than indicated upon the Plat, the setbacks set forth herein shall govern.

Phase II Lots

Residential Structure Setback

	<u>Front</u>	<u>Rear</u>	<u>Side</u>
All Phase II Lots	25'	25'	10% of the Lot width at the building line in question.

Setbacks for detached garages and other permitted detached structures shall be approved on a case-by-case basis by the ARC. It is acknowledged that the unique typography of many of the Phase II Lots will require the ARC to exercise flexibility in applying the setback requirements set forth herein. Waiver of any of the preceding setback requirements is hereby granted for the unintentional violations that do not exceed ten percent (10%) of the particular setback distance in question without ARC approval; additional waivers of the preceding setback requirements (and those contained on the Plat) shall require the approval of the ARC in appropriate circumstances. In the event the setbacks herein provided for are different than indicated upon the Plat, the setbacks set forth herein shall govern.

Section 3. Determination of Square Footage. The minimum square foot area of the main residential structure shall be determined by multiplying the outside length and width dimensions of each story of the structure, except that garages, open porches, patios, terraces, pools, and permitted detached structures shall not be taken into account in calculating the minimum square foot area required.

Section 4. Landscaping. Prior to occupancy, the entire Lot (including any area located in road right-of-ways between the Lot lines and adjacent curbs shall be completely landscaped and irrigated by an automatic irrigation system, all pursuant to ARC Guidelines. The entire Lot (including any area located in road right-of-ways between the actual Lot line and adjacent curbs), drives, and landscaping must be diligently, properly, and neatly maintained and kept clean at all times.

Section 5. Exterior Structure Materials. All materials used on the exterior of any structure shall be approved in writing by the ARC.

Section 6. Clotheslines. Outside clotheslines shall not be permitted on any Lot except when enclosed or camouflaged from view from all Lot lines.

Section 7. Temporary Structures. No trailer, house trailer, motor home, basement, tent, garage, or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. No building that is unfinished on the exterior shall be occupied.

Section 8. Lot Drainage. As a part of the Subdivision design process, a master drainage plan for Heron's Forest has been developed and approved by Escambia County. The master drainage plan information is contained on both the preliminary plat and construction plans for Heron's Forest, a copy of which may be viewed or obtained from the Escambia County Planning and/or Engineering Departments, 3363 W. Park Place, Pensacola, Florida, 32506. Each Owner shall comply with the provisions of the Subdivision's approved master drainage plan.

Section 9. Garages. Every residential structure shall include, at a minimum, a two-car garage. Off-the-road vehicles, golf carts, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, motorcycles, motorbikes, tractors, mowers, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus shall not be parked anywhere on the Lot, temporarily or permanently (except for infrequent short-term parking not to exceed forty-eight [48] hours), except in garages, carports or otherwise enclosed or camouflaged so as not to be detrimental to the appearance of the property from any Lot line.

Section 10. Pets. No animal of any kind shall be kept or maintained on any Lot except that dogs, cats or other customary household pets may be kept provided that they are duly licensed, if applicable; that they do not constitute an annoyance or nuisance; that they are well groomed and maintained in a sanitary condition; that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged. When any such authorized pets are beyond the boundaries of the Owner's Lot, the Owner shall be responsible for prompt clean up and sanitary disposition of any solid pet excrement.

Section 11. Fences. All fences, hedges, walls, or the like constructed upon any Lot shall obtain prior approval from the ARC.

Section 12. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of reasonable size advertising the property for sale or rent.

Section 13. Trees. Upon completion of construction of the residential structure and prior to occupancy, trees shall be planted on all Lots in conformance with the Architectural Guidelines from time to time adopted by the ARC.

Section 14. Mailboxes. All mailboxes and paper boxes must be of the current and approved design per Architectural Guidelines.

Section 15. Antennas. No outside antennas, poles, masts, towers, satellite receiving dishes, or the like shall be erected on any Lot without the prior written authorization of the ARC, and any such permitted devices shall be fully concealed and shall not be visible from any Lot line.

Section 16. Detrimental Appearance. Items detrimental to the appearance of the Subdivision shall not be permitted on any of the Lots except when enclosed or camouflaged from view from all Lot lines and when approved in advance by the ARC.

Section 17. Trash. All garbage and trash containers, propane tanks, bottled gas tanks, built-in generators and the like shall be kept clean and sanitary, and must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line (except for approved garbage cans awaiting pickup by garbage collection services, but, in such case, only for the limited period of time reasonably required to accommodate such collection). No Lot, including any common area or trails, shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 18. Nuisance. Noxious or offensive activity or noise pollution shall not be carried on or upon any Lot nor shall anything be done thereon that may be or become an annoyance or nuisance to other Owners.

Section 19. Attractive. All structures shall be designed so that all elevations are attractive in appearance.

Section 20. Construction. All construction commenced upon a Lot shall be pursued diligently, and such construction must be completed within six (6) months after commencement. An industrial waste container or other alternative method shall be used for containing and controlling construction debris.

Section 21. Compliance with the Laws. All federal laws, laws of the State of Florida, laws of Escambia County, and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

Section 22. Mining. No drilling, mining, exploration, or the like for oil, gas, or other minerals shall be permitted or allowed on or under any Lot in the Subdivision.

Section 23. Underground Utilities. No above-ground electrical, telephone, cable TV, radio or other such wiring or utility service shall be permitted without prior approval of the ARC (which approval will not typically be granted absent extraordinary circumstances).

Section 24. Maintenance. All Owners shall keep their Lots and any improvements thereon (including landscaping), as well as any adjacent land areas in the road right of way between the Lot line and the curb of the road, neatly, diligently, and properly maintained, clean and sanitary at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the Subdivision, the Association, the ARC, and/or appropriate governmental agencies, and shall also subject such Owner to the sanctions provided for in Article V, Section 11.

Section 25. Non-Access Easements. The Plat shows a 3' (three-foot) non-access easement along the subdivision boundaries on Gulf Beach Highway and Blue Angel Parkway. No non-emergency vehicle shall have access across such 3' (three-foot) non-access easements onto the abutting road right-of-ways.

Section 26. Short-Term Rentals. All platted Lots within the Subdivision shall be used solely for single-family residential dwellings and for no other purpose, except that individual

residential dwellings, if used as a rental property, shall be rented or leased for a period of not less than a six (6) consecutive month period or more than three (3) times in a calendar year. Subleasing is specifically prohibited. Only the entire dwelling can be rented at any one time and no individual rooms or space shall be rented.

ARTICLE V - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) an annual assessment; and (b) any special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable legal fees and expenses, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable legal fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care, and maintenance of any Common Area owned by the Association or in which it has an interest, or any public or private property adjacent to, or in the same general locality as, the Subdivision. The Association shall have the obligation to maintain all Common Areas (including, without limiting the generality of the foregoing, any and all roads, curbs, "Green Spaces" (as denominated as such on the Plat), easements, drainage facilities, landscaping, drainage structures, holding and retention ponds, Subdivision fencing, gatehouse, entry gate, lighting, swimming pool, tennis courts, bathhouse, parking lot and other improvements at the Community Center [Parcel "A" on the Plat] and the like), and shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and capital improvements to any Common Areas.

Section 3. Annual Assessments.

A. From and after January 1, 2025, the maximum annual assessment may be increased by not more than 15% of the previous year's assessment by a vote of 60% of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

B. The BOD of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

C. Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction,

improvement, management, care or maintenance upon any Common Areas, any property owned by the Association or in which it has an interest, or any public or private property adjoining or in the same general locality as the Subdivision, including fixtures and personal property related thereto, provided that any assessment shall have the assent of sixty percent (60%) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto. Any such assessment can be amortized over multiple years, up to five (5) years, to offset the financial burden to each owner.

Section 5. Segregation of Funds. Funds collected by the Association from annual assessments and any special assessments shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required to be maintained as aforesaid, there need be no physical division of such funds, and the same may be held in a consolidated account in which each separate fund has an undivided interest.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(B) and/or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of ninety [90] days prior to the date of mailing such notice) not less than fourteen (14) days nor more than sixty (60) days in advance of that meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Annual and special assessments shall be at a uniform rate for all Lots.

Section 8. Annual Assessment Periods and Due Dates. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the BOD of the Association. The BOD of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from the due date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities, or real property owned by the Association or abandonment of the Owner's Lot.

Section 10. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 11. Maintenance. In the event an Owner shall fail after fourteen (14) days written notice from the Association or the ARC sent United States Mail, postage prepaid to maintain a Lot or to maintain the improvements situated thereon in a neat, clean, and orderly fashion and otherwise satisfactory to the BOD of the Association or the ARC, the Association shall have the right, through its agents, employees, and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such maintenance, together with interest at the maximum rate then allowed by law if not paid within ten (10) days after written demand therefore, as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed. The Association shall have the right to collect such amount, as well as reasonable legal fees and costs, in accordance with the procedures set forth in this Article for the collection of assessments, as well as such additional legal or equitable remedies as might otherwise be available.

ARTICLE VI - COMMON AREAS

Section 1. Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas, or any part thereof 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 charge reasonable admission and other fees for the use of any facility situated upon any Common Areas.

B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy the Common Areas or any part thereof for any period during which any assessment against the Owner's Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

C. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgagee in said properties shall be subordinate to the rights of Owners hereunder; and

D. The right of the Association to limit the use of any Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage, and to

promulgate rules and requirements appropriate for the operation, maintenance, and replacement of gates and other security equipment and devices.

Section 2. Delegation of Use. Subject to the provisions of Section I of this Article, any Owner or property tenant may delegate, in accordance with the bylaws of the Association, the right of use and enjoyment of the Common Areas and facilities to the residing family members, any guests staying at the residence, and non-residing guests with the accompaniment of Owner.

Section 3. Grant/Reservation of Easements. The Association does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under, and to all Common Areas unto each and all law enforcement, firefighting, and postal or delivery organizations and to any other persons, organizations, or entities who, in the normal course of their operation, respond to public or private emergencies.

ARTICLE VII - ENVIRONMENTAL AND ARCHAEOLOGICAL PRESERVATION

Section 1. Conservation Easement. Much, but not all of the areas shown on the Plat as "Green Space," as well as possibly some additional land areas (potentially including a portion of some of the Lots), are subject to a certain "Conservation Easement" to the State of Florida Department of Environmental Protection, as Grantee copy of which is attached to as Exhibit "A" and incorporated herein by references if set forth in full herein and is intended to give notice to the world of the existence, and the terms and conditions of that "Conservation Easement." The "Green Spaces" and certain additional rights or interests in real property are owned and held by the Association as Common Areas. The Association covenants and agrees to timely and properly abide by, observe, and discharge all obligations, duties, and responsibilities of the Grantor under and pursuant to the "Conservation Easement."

Except as might be reasonably required to install, repair, or maintain utility lines, boardwalks, nature trails, or any other improvements authorized by the "Conservation Easement," no motorized vehicles (other than to assist the impaired) shall be used in, on, or about the land encumbered by the "Conservation Easement."

Section 2. Greenbelts. "Greenbelt" refers to that portion, if any, of a Lot behind (that is, toward the rear of the Lot) any "Greenbelt" line shown on the Plat. Within any "Greenbelt," no vegetation shall be disturbed or cut without complying with the ARC's Architectural Guidelines.

Section 3. Archaeological Preservation. As noted in part (h) of the attached "Conservation Easement," an approximately 3,000 sq. ft. area of one of the "Green Spaces" has been determined by the Florida Secretary of State's office to be of historical and archaeological significance, which the Association shall preserve and maintain.

Section 4. Water. In the interest of public health and sanitation and in order to ensure that the Subdivision and all other land in the same locality may be benefitted from a decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife, and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the Subdivision shall use such Lot

for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system or device, any refuse, sewage, or other material that might tend to pollute.

Section 5. Filling. No Lot shall be increased in size by filling in of any wetlands, body of water, creek, or any waterway located thereon or on which it may abut without appropriate governmental permits (if required) and prior written approval of the ARC, which approval will not lightly be given absent extraordinary circumstances. Additionally, during and following construction of any residence or other improvement with any proximity at all to any wetland, the following shall be observed: (a) any wetland areas or water bodies that might be affected by reason of such construction shall be protected from any erosion, sedimentation, siltation, scouring, excess turbidity and dewatering; (b) all disturbed upland areas shall be stabilized during and after construction so as to prevent any erosion, sedimentation, siltation, or scouring; and (c) there shall be no storage or stockpiling of tools, materials, etc. within wetlands or along water bodies, and any cleared vegetation, excess materials, trash, garbage, and any type of debris shall be kept from (or, if inadvertently located in the same, promptly removed) wetlands and water bodies at all times.

ARTICLE VIII - UNITED STATES NAVY

For many generations, the Pensacola Community has been fortunate to serve as host to the United States Navy, a mutually beneficial relationship that both the Navy and Pensacola share with great pride.

The land, owned by the Navy and referred to as the "US Navy Trout Point Watchable Wildlife Area," has been designated by the Navy and the State of Florida for the express purpose of natural resource observation and education. Through a nonexclusive easement, as a Common Area, the Navy grants Heron's Forest Lot Owners private access to an entrance to the "US Navy Trout Point Wildlife Area." In addition, many of the Lots in the Subdivision border immediately adjacent to Navy land.

The Association and all Lot Owners continue Pensacola's fine tradition as excellent neighbors by respecting the Navy's property rights and intended uses of its property. The Association and Owners should be aware that access to the Navy land beyond the easement is subject to authorization by the Commanding Officer, Naval Air Station Pensacola, and is limited to the operating hours, rules, and regulations posted at the entrance thereof. In addition, current regulations pertaining to the use of the Navy land prohibit pets; motorized vehicles; bicycles; hunting; fishing; camping; fires; vandalism of any type; littering; feeding or harassing wildlife; disturbing native vegetation; and uses other than natural resource observation and education. The Navy land is subject to the jurisdiction and enforcement of federal criminal laws, and any prohibited activities are subject to federal criminal prosecution.

To help preclude inadvertent violations of the Navy's property rights, the Association has tastefully marked the Navy's property line at various locations and posted appropriate reminder signage along the easement. Additionally, and as noted elsewhere in this Declaration, the Association has, for environmental purposes, set aside numerous conservation easements, several of which preserve the preexisting connection of water flows and nature trails between the Navy land and Heron's Forest.

The Association fully cooperates and works with the Navy's excellent stewardship of this environmentally significant parcel of land.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Enforcement. The Association, the ARC, or any Owner shall have the right to enforce by any proceeding at law or in equity any and all restrictions, conditions, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any person or entity, unless otherwise in this Declaration expressly provided, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

Section 2. Severability. Invalidation of any one of the covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Lots and shall be deemed a part of all deeds and contracts for the conveyance of any and all Lots. These restrictions shall remain in effect until January 1, 2050, unless amended by an instrument executed by the Lot Owners holding two-thirds (2/3) of the voting interest as set forth in Article II, Section 2. After January 1, 2025, this Declaration shall automatically renew for successive periods of ten (10) years unless amended by an instrument signed by a majority of the then-existing Lot Owners.

The Association reserves the right to amend this Declaration for the following purposes:

- A. To comply with any mandatory requirements of governmental bodies or agencies with permitting or regulatory authority over the Association; or
- B. To correct clerical or scrivener's errors or to clarify provisions that are ambiguous without altering the substantive rights or obligations of Lot Owners.

Any amendment to this Declaration must be recorded in the public records of Escambia County, Florida.

Section 4. Nonliability of Association, et al. Neither the Association, its officers, directors, nor the ARC shall, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner.

Section 5. Miscellany. Any single violation of any use restriction by an Owner shall constitute a continuing violation that shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions, or covenants ever be interpreted to work as a reverter or forfeiture of title. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Revised, Restated, and Combined Declaration of Covenants, Conditions, and Restrictions for Heron's Forest Phases I and II, was duly adopted and that the Association has caused the Revised, Restated, and Combined Declaration of Covenants, Conditions, and Restrictions for Heron's Forest Phases I and II to be executed by its President, this 3 day of February, 2025.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

WITNESSES:

THE HERON'S FOREST PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Wayne Ponce
Print Name: WAYNE PONCE

Marcia Sevold
By: Marcia C Sevold
Its: President

Christina Bush
Print Name: Christina Bush

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 3rd day of February, 2025, by the Members and _____, as President of The Heron's Forest Property Owners Association, Inc., a Florida not-for-profit corporation.

Christy Wright
NOTARY PUBLIC
Print Name: Christy Wright

Personally Known
OR
 Produced Identification; Type of Identification Produced _____

