

12/12/97



**Declaration of Covenants, Conditions and Restrictions
for**

HERON'S FOREST

a Subdivision located in a Portion of

Section 18, Township 3 South, Range 31 West, Escambia County, Florida

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HERON'S FOREST**

THIS DECLARATION, is made this 15th day of December, 1997, by Gulf Beach Highway Properties, Inc., a Florida corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Escambia County, Florida, more particularly described as follows, to wit:

Heron's Forest, a Subdivision according to Plat thereof recorded in Plat Book 16, Page 18, 18A, the public records of Escambia County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I — DEFINITIONS

Section 1. "Association" shall mean and refer to The Heron's Forest Property Owners Association, Inc., 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. Declarant shall, at its discretion, hereafter convey to the Association various parcels and interests in real property within the Subdivision which shall refer to this Declaration, and which conveyance shall consist of much, but not necessarily all, of the Association's Common Areas.

Section 3. "Declarant" shall mean and refer to Gulf Beach Highway Properties, Inc., a Florida corporation, its successors and assigns.

Section 4. "Development." The Declarant owns additional acreage adjacent to the Subdivision and contemplates developing at least a portion (but not necessarily all) as a sequentially numbered residential Subdivision (e.g. Heron's Forest, Phase II, etc.) with similar covenants,

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conditions and restrictions applicable to each. "Development" shall initially mean and refer to Heron's Forest. Thereafter, and provided that: (1) the declaration of covenants, conditions and restrictions of that sequentially numbered subdivision requires each lot owner to be a member of the Association; and (2) a plat and declaration of covenants, conditions, and restrictions for that sequentially numbered subdivision is recorded in the public records of Escambia County, Florida; then and thereupon said sequentially numbered Subdivision shall thereupon be included within the meaning of the word "Development." Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in anyway imply, infer or be interpreted that any property owned by the Declarant other than the Subdivision which is the subject matter hereof, is burdened by the terms and conditions of this Declaration.

Section 5. "Lot" shall mean and refer to each and all of the numbered Lots (specifically excluding Parcel "A") shown on the Plat of the Subdivision.

Section 6. "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 7. "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.

Section 8. "Subdivision" shall mean and refer to Heron's Forest, a subdivision situated in Escambia County, Florida, according to the Plat.

ARTICLE II — MEMBERSHIP AND VOTING RIGHTS

Section 1. **Association Membership Required.** The Association shall consist of all Owners of Lots in the Development. Every Owner of a Lot in this Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. **Membership Classes.** The Association shall have two classes of voting membership:

CLASS A. Class A shall be the Owners (with the exception of the Declarant) of all Lots (including any subsequently annexed 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 persons 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.

CLASS B. The only Class B member shall be the Declarant, which shall be entitled to three votes for each Lot owned (including Lots annexed from time to time). The Class B membership shall

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cease and be converted to Class A membership upon the first to occur of the following: (a) when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or (b) January 1, 2010. Notwithstanding the foregoing however if, after conversion of the Class B membership to Class A membership, there are additional Lots annexed with the result that the total votes outstanding in the Class A membership would not equal or exceed the total votes outstanding in the Class B membership if there were then a Class B membership, the Class B membership shall be thereupon re-instituted until the first to occur of the following: (a) the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership; or (b) the fifth January 1 occurring after the date of recording the plat which includes the additional lots that were annexed.

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, or by the Architectural Review Representative selected by a majority vote of the Architectural Review Committee. In the event the Architectural Review Committee or Architectural Review Representative fails to approve or disapprove any complete set of plans and specifications within forty-five (45) days after they have been properly and completely submitted in writing, or in any event, if no action to enjoin the construction has been commenced prior to its completion of the construction specified in the submission, such approval will not be required and this Article shall be deemed to have been complied with fully.

Section 2. Architectural Review Committee Membership. The Architectural Review Committee shall consist of three (3) members, who shall originally be Richard R. Baker, Jennifer Jernigan and Garrett W. Walton. Upon occurrence of a vacancy on the Architectural Review Committee, or in the event a member of the Committee cannot or does not continue to serve, then a new member of the Committee, who need not be an Owner, shall be appointed to serve. A member of the Architectural Review Committee may be removed by a two-thirds (2/3) vote of the members of the Association. Appointment of a new member to the Architectural Review Committee shall be made by the members then serving on the Architectural Review Committee, and if there be no members then serving on said Architectural Review Committee, new members of the Architectural Review Committee shall be appointed by the Board of Directors of the Association. The members of the Architectural Review Committee shall not be entitled to any compensation for services performed pursuant to this Declaration; provided, however, that the Architectural Review Committee shall have the right to charge a modest fee (not to exceed \$200.00 in 1998) for review of plans and

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specifications, and any inspection(s) during construction, submitted in accordance with this Article. Any such fee may be used by the Architectural Review Committee to reimburse it for its out-of-pocket expenses, including employment of any professional advisors, and for any inspections during construction. All decisions of the Architectural Review Committee shall be by majority vote. Decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, 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 topography, the type, kind and character of building, structure and other improvements, and aesthetic qualities in general. The Architectural Review Committee shall, from time to time, promulgate "Architectural Guidelines," and prospective owners should inquire of same by contacting the Architectural Review Committee as follows: Heron's Forest Architectural Review Committee, Attention: Jennifer Jernigan, 17 South Palafox Street, Suite 394, Pensacola, Florida 32582-2358, Phone (850) 434-5330 and Fax (850) 434-6829.

IT IS TO BE EMPHASIZED THAT ONE OF THE UNIQUE FEATURES OF THE SUBDIVISION IS ITS TREES, VEGETATION AND OVERSTORY. 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, OVERSTORY 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 Architectural Review Committee, or their representative, shall have the right to inspect the Owner's property and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. 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.

Section 5. Assignment to the Association. The Declarant shall have the power, through a duly recorded written instrument, to assign the duties and obligations of the Architectural Review Committee (and, if any, its Architectural Review Representative) to the Association, which shall thereafter determine the members of the Architectural Review Committee and which may then withdraw from, or grant to, the Architectural Review Committee such powers or duties as the Association deems appropriate.

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ARTICLE IV — RESTRICTIONS AND COVENANTS

The following restrictions will be observed and adhered to in substantially all situations. However, the Architectural Review Committee 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 first class single family residential Subdivision contemplated hereby. Neither the Architectural Review Committee, 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 specifically authorized by the Architectural Review Committee or the Architectural Review Representative; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons 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 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 completion of construction of the residential structure. A servant's room, tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, a builder who is then currently active in constructing residences for sale within the Development may, with the prior approval of, and within guidelines established by, the Architectural Review Committee, construct one or more house(s) within the Development which may be used by that builder as a model home, or used by Declarant as a sales center for Lots within the subdivision.

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.

	Minimum overall square footage
All Lots in Blocks A through E	1,400 Square Feet
All Lots in Blocks F through N	2,000 Square Feet

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Residential Structures with more than one story shall have a minimum ground floor area as approved by the Architectural Review Committee, or its Architectural Review Representative, on a case by case basis.

All residential structures shall be setback from various Lot lines as set forth below.

Residential structure setback

	<i>Front</i>	<i>Rear</i>	<i>Side</i>
All Lots in Blocks A through E	20'	15'	10% of Lot width at the building line in question
All Lots in Blocks F through N	25'	25'	10% of 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 Architectural Review Committee or the Architectural Review Representative. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed ten percent (10%) of the particular setback distance in question without Architectural Review Committee approval; additional waivers of the preceding setback requirements (and those contained on the Plat) shall require the approval of the Architectural Review Committee or the Architectural Review Representative, 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 Architectural Review Committee 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 Architectural Review Committee or the Architectural Review Representative.

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Section 6. Clotheslines. Outside clotheslines shall not be permitted on any Lot except when enclosed or camouflaged from view from all Lot lines. When approved in advance by the Architectural Review Committee or the Architectural Review Representative, same may be permitted only to the rear of the back line of the residential structure.

Section 7. Temporary Structures. No trailer, house trailer, motor home, basement, tent, garage or other out-building 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. Notwithstanding foregoing however, Declarant and/or its designated sales agent, may, from time to time, maintain a temporary structure on either a Lot or a portion of a Common Area for Lot sale and related purposes. Any such structure shall be removed by Declarant subsequent to completion of its purposes.

Section 8. Lot Drainage. As a part of the Subdivision design process, Declarant has developed an Escambia County approved master drainage plan for Heron's Forest. The master drainage plan information is contained on both the preliminary plat and construction plans for Heron's Forest, copy of which may be viewed or obtained from the Escambia County Planning and/or Engineering Departments, 1190 W. Leonard Street, Suite 1, Pensacola, Florida, or from Declarant. 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, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, vans, 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 or the Architectural Review Committee or its Architectural Review Representative.

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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, or signs used by a builder or Declarant to advertise the property for sale during the construction and sales period.

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 Architectural Review Committee.

Section 14. Resubdivision. All Lots shall be conveyed as a whole except that two (2) or more contiguous Lots may be resubdivided into an equal or lesser number of contiguous parcels provided that: (a) The square foot area of each resubdivided parcel equals or exceeds the square foot area of the smallest Lot being subdivided; and, (b) the Architectural Review Committee shall approve same by an instrument recorded in the public records of Escambia County, Florida. Thereafter, such resubdivided Lots shall constitute Lots for purposes of this Declaration.

Section 15. Mailboxes. All mailboxes, paper boxes, or other receptacles of any kind or use in the delivery of mail, newspapers, magazines, or similar materials shall be approved in writing by the Architectural Review Committee, or the Architectural Review Representative, prior to construction. The ARC shall have the right to designate a uniform mailbox structure, or limited group of mailboxes to select from, which shall then be used by all Owners.

Section 16. 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 Architectural Review Committee or the Architectural Review Representative, and any such permitted devices shall be fully concealed and shall not be visible from any Lot line.

Section 17. Detrimental Appearance. Items detrimental to the appearance of the Development 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 Architectural Review Committee or the Architectural Review Representative.

Section 18. Trash. All garbage and trash containers, oil tanks, bottled gas tanks 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 shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 19. Nuisance. Noxious or offensive activity shall not be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

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Section 20. Attractive. All structures shall be designed so that all elevations are attractive in appearance.

Section 21. 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 of containing and controlling construction debris acceptable to the Architectural Review Committee or the Architectural Review Representative) shall be used during all construction.

Section 22. 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 23. 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 Development.

Section 24. 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 Architectural Review Committee or the Architectural Review Representative (which approval will not typically be granted absent extraordinary circumstances).

Section 25. 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 Development, the Association, the Declarant, the Architectural Review Committee and/or appropriate governmental agencies, and shall also subject such Owner to the sanctions provided for in Article V, Section 11.

Section 26. Non-Access Easements. The Plat shows a 3' non-access easement along the subdivision boundaries on Gulf Beach Highway and Blue Angel Parkway. No non-emergency vehicular access shall be had across such 3' non-access easements onto the abutting road right-of-ways.

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

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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, any property 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 Development. 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. Until January 1, 1999, the maximum annual assessment will be \$600.00 per Lot.

- A. From and after January 1, 1999, the maximum annual assessment may be increased each year not more than 25% above the potential maximum assessment from the previous year without a vote of the membership.
- B. From and after January 1, 1999, the maximum annual assessment may be increased above 25% of the previous years potential maximum 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.
- C. The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- D. 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,

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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 Development, 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.

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 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) or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of ninety (90) days prior to date of mailing such notice) not less than fifteen (15) 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 Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period (except for the year 1998, when the Board of Directors of the Association may fix the amount of the 1998 annual assessment at any time prior to December 1, 1998). Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Escambia County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. 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.

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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 his 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. 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 ten (10) days written notice from the Association or the Architectural Review Committee 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 Board of Directors of the Association or the Architectural Review Committee, 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;

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- 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 his 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 to dedicate or transfer all or any part of any Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners then entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than fifteen (15) days and no more than sixty (60) days in advance; provided, however, that for a period of eight (8) years from date of recording this Declaration, Declarant may, without action of the Association, grant such easements, licenses or the like across, to or under all or any portion of the Common Areas which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;
- D. 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
- E. 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 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, invitees, contract purchasers who reside on the property, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner, and deliverymen.

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Section 3. Grant/Reservation of Easements.

- A. Declarant 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, fire fighting 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.

- B. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas for purposes of construction thereon and thereabout of improvements, installation and maintenance of utilities and drainage facilities, sale of Lots (including placement or construction of a temporary sales trailer, which shall be removed by Declarant upon completion of such uses) and such other purposes and uses as Declarant, in its absolute discretion, deems appropriate or necessary in connection with the sale and development of the Lots within the Subdivision and the proposed Development.

**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" from Declarant, as Grantor, 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). If such "Conservation Easement" is not recorded by the time this Declaration is recorded, it will be recorded soon thereafter. In any event, this reference to Exhibit "A" attached is intended to give notice to the world of the existence, and the terms and conditions, of that "Conservation Easement." It is anticipated that Declarant shall, after the recording of this Declaration, convey to the Association the "Green Spaces" and certain additional rights or interests in real property, all of which shall thereafter be owned and held by the Association as Common Areas. At the time of such conveyance, the Association, by accepting title to the Common Areas, 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, or boardwalks, nature trails or any other improvements authorized by the "Conservation Easement," no motorized vehicles (other than to assist the handicapped) shall be used in, on or about the land encumbered by the "Conservation Easement."

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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 Architectural Review Committee'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. By reason thereof, Declarant has, and will be, undertaking certain preservation measures and other improvements in that area which will be completed prior to conveyance by Declarant to the Association of the Common Areas. From and after the time of such conveyance the Association shall assume and discharge Declarant's minimal preservation maintenance obligations with respect to this historically and archaeologically significant area, the details of which shall be provided by Declarant to the Association, and which may be inquired of by contacting Declarant as follows: Gulf Beach Highway Properties, Inc., Attention: Jennifer Jernigan, 17 South Palafox Street, Suite 394, P. O. Box 12358, Pensacola, Florida 32582-2358; Phone (850) 434-5330 and Fax (850) 434-6829.

Section 4. Water. In the interest of public health and sanitation and in order to insure that the Subdivision and Development and all other land in the same locality may be benefitted by 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 Development 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 which 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 Architectural Review Committee, 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 which 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.

Section 6. Septic Tanks. Declarant has constructed and otherwise provided for disposal of sanitary sewage within the Subdivision by extending the Escambia County Utilities Authority central sanitary sewage collection system throughout the Subdivision. Accordingly, the use of septic

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tanks on any lot, even temporarily, is prohibited (except for use in conjunction with any temporary sales center established by Declarant).

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 which both the Navy and Pensacola share with great pride.

A significant aspect of Heron's Forest is that it is bordered on several sides by beautiful and environmentally significant Navy land consisting of wetlands, a lagoon area, sand dunes and beach front. The Navy land is abundant with a variety of both wetland and upland plant and animal life.

The Navy has advised Declarant that this land, referred to as the "US Navy Trout Point Watchable Wildlife Area," has been designated by the Navy and State of Florida for the express purpose of natural resource observation and education.

Declarant owns, and will be conveying to the Association, as a Common Area, a non-exclusive easement which will, among other things, afford Lot owners private legal access to an entrance to the "US Navy Trout Point Wildlife Area." In addition, and as indicated, many of the Lots in the Subdivision border immediately adjacent Navy land.

With the foregoing predicate, it is Declarant's hope and desire that the Association and all Lot Owners will continue Pensacola's fine tradition as excellent neighbors by respecting the Navy's property rights and intended uses of its property. Along these lines, the Association and all 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 prohibits 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, it is the Declarant's intention to tastefully mark the Navy's property line at various locations and to post appropriate reminder signage along the easement. Additionally, and as noted elsewhere in this Declaration, Declarant, 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. Further, Declarant anticipates (but does not at this time commit) that as a part of the next phase of the Development that it will impose a conservation easement upon additional lands including acreage lying between the then expanded subdivision and Navy land, and which

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additional land contains, among other things, pristine and virgin giant long needle pine trees, etc. And lastly, it is Declarant's desire and intention to work with the Association to establish a fund to be potentially available to assist the Navy from time to time with appropriate preservation and/or enhancement projects; to establish a system of sanctions (which hopefully will not ever become necessary) to be imposed against any Owner who does not respect the Navy property rights or the environmental sensitivity of many parts of the Subdivision and adjacent Navy lands; and to otherwise cooperate and work with the Navy's excellent stewardship of an environmentally significant parcel of land.

ARTICLE IX — GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, the Architectural Review Committee 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, the Declarant, the Architectural Review Committee 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, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them until January 1, 2025, unless amended by an instrument signed by two-thirds (2/3) of the Lot Owners then entitled to exercise two-thirds (2/3) of the voting rights as set forth in Article II, Section 2. After January 1, 2025, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within eight (8) years after date hereof if doing so is necessary or advisable to:

- A. Accommodate FHA, VA, FNMA other agencies, or lenders, involved with the financing of residential structures within the Subdivision; or
- B. To conform to the requirements of any governmental body or agency with permitting or other regulatory authority; or

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- C. Correct any scrivener's errors herein contained or to clarify any ambiguities contained herein.

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

Section 4. Annexation. Declarant may, in its sole discretion and without consent of any Owner or the Association, at any time, and from time to time, annex such additional property owned by Declarant in Section 18, Township 3 South, Range 31 West, Escambia County, Florida, and common areas (regardless of whether contiguous or not and regardless of whether residential or otherwise) as Declarant shall in good faith determine. Such annexation shall be evidenced by an instrument recorded in the public records of Escambia County, Florida, executed by Declarant describing the real property to be annexed and any modifications and/or qualifications to this Declaration to be applied to such annexed property (including potentially different use restrictions), all as determined by Declarant in its sole discretion. Following any and all such annexations, the owners of such additional property shall thereupon and thereafter have such rights, privileges and benefits, including, but not limited to, the right to use the Common Areas, and shall be subject to such responsibilities and obligations, all as set forth in such recorded annexation document.

Section 5. Nonliability of Association , et al. Neither the Association, its officers, directors, Declarant, the Architectural Review Committee nor the Architectural Review Representative 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 6. Special Parade of Homes Restriction. Lots 1-18, Block L, are, for purposes of this section, referred to as "Parade of Homes Lots."

Prior to June 15, 1998, no Owner or any other person shall construct on any the "Parade of Homes Lots" a residential structure which is not eligible for, or intended to be, and (unless sold after commencement of construction to a person or persons who will be occupying such structure as their principal residence) in fact will be an entry in the annual Homebuilders Association of West Florida, Inc. Parade of Homes to be held the later part of May and/or early June, 1998. Prior to June 15, 1998, notwithstanding any provision of this declaration to the contrary, neither the Architectural Review Committee nor the Architectural Review Representative shall approve construction on any "Parade of Homes Lot" until the Owner or other person proposing to undertake such construction shall have first reasonably satisfied the Architectural Review Committee or Architectural Review Representative that the proposed construction meets the criteria set forth in the preceding sentence. Both Declarant and the Architectural Review Committee shall have the right to enforce this provision by any proceeding at law or in equity, and in connection with any such action (whether in advance of or prior to the initiation of such proceedings, or in any appeal from any of same) the prosecuting party shall be entitled to recover all costs, including reasonable legal fees and expenses.

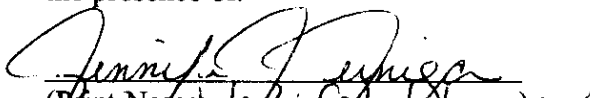
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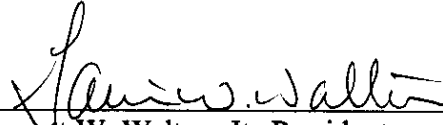
Section 7. Miscellany. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work 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, Gulf Beach Highway Properties, Inc., a Florida corporation, has, pursuant to due and proper authorization of its shareholders and directors, caused this instrument to be executed by a duly authorized officer and its corporate seal to be affixed hereto as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

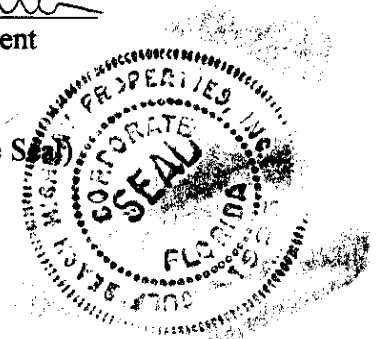
GULF BEACH HIGHWAY PROPERTIES, INC. in


(Print Name: Jennifer J. Jernigan)

By: 
Garrett W. Walton, Its President



(Print Name: Apsy J. Bruce)

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of December, 1997, by Garrett W. Walton, as President of Gulf Beach Highway Properties, Inc., a Florida corporation on behalf of the Corporation. He is personally known to me.


NOTARY PUBLIC
Typed Name: Jennifer J. Jernigan
Commission Expires: _____
Commission No.: _____

Prepared By: Garrett W. Walton
P.O. Box 12358
Pensacola, FL 32582

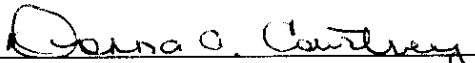



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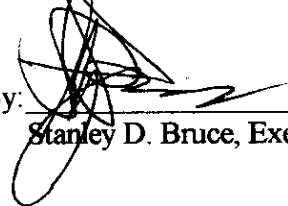
JOINDER BY MORTGAGEE

THE UNDERSIGNED, having an interest in mortgages and/or other security instruments encumbering the Subdivision, does hereby join in this "Declaration of Covenants, Conditions and Restrictions for Heron's Forest," intending that by so doing, its rights pursuant to any such mortgages and/or security interests shall be subject to the terms and conditions of this Declaration.

Signed, sealed and delivered
in the presence of:


(Print Name: Donna A. Courtney)

(Print Name: Sheri Hargyay-Smoke)

REGIONS BANK

By: 
Stanley D. Bruce, Executive Vice-President

Prepared By:
Garrett W. Walton
P. O. Box 12358
Pensacola, FL 32582

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Protection permit No. 173058161 to Gulf Beach Highway Properties, Inc. a Florida corporation, on August 19, 1997, Gulf Beach Highway Properties, Inc., a Florida Corporation (Grantor) has granted to the State of Florida Department of Environmental Protection, (Northwest District, 160 Governmental Center, Pensacola, FL 32501-5794) (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Escambia County, Florida, as set forth in the legal description attached hereto as Exhibit "A" (and which said real property consists of numerous parcels, which are identified by approximate acreage of each parcel, and which parcels are further divided into two categories, to wit: Green Parcels and Orange Parcels).

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands will be retained and maintained forever predominately in the natural vegetative and hydrological condition existing at the time of execution of the Conservation Easement, subject to the qualifications hereinafter set forth.

Except for such specific activities as authorized pursuant to Department of Environmental Protection Permit No. 173058161, included but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to the Conservation Easement.

- (a) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground; provided, however, notwithstanding the foregoing, the following activities shall be permitted: (1) a wooden boardwalk for purposes of facilitating pedestrian traffic crossing a creek near the southerly end of the approximately 4.01 acre Green Parcel; and (2) one underground utility line (water main) crossing the first approximately .25 acre Orange Parcel and the approximately 1.61 acre Orange Parcel.
- (b) Dumping or placing of soil or other substances or materials as landfill or dumping or placing trash, waste, or unsightly or offensive materials.

- (c) Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee.
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface, except as is minimally necessary to accomplish the utility crossing referred to in (a)(2) above.
- (e) Surface use except for purposes that permit the land or water areas to remain in its natural condition, except as herein expressly permitted.
- (f) Activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, except as herein expressly permitted.
- (g) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas.
- (h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance; provided, however, notwithstanding any provision of this conservation easement contained to the contrary, with respect to approximately 3,000 square feet within the approximately 1.15 acre Orange Parcel which has been determined by the Florida Secretary of State's office to be of historical, archeological and cultural significance, Grantor shall be permitted to construct thereon such barriers, fences, signage, and to make such plantings, as might be agreed to between said Secretary of State's office and Grantor and as appropriate or necessary to protect the historical, archaeological and cultural significance thereof.

Nothing herein contained shall preclude Grantor from establishing (by means of limited under brushing and the placement of natural mulch, wood chips and/or bark, and/or a natural (e.g. wooden) boarder for same) nature trails within the Orange Parcels; construction and maintenance of a subdivision privacy fence (and related features) within the westerly, northerly and easterly most 25 feet of the .98 acre Orange Parcel, the westerly, northerly and easterly most 25 feet of the 1.40 acre Orange Parcel, the easterly most 25 feet of the 3.5 acre Green Parcel, and the easterly most 25 feet of the first 0.25 acre Orange Parcel; and new plantings within any of the parcels for purposes of wildlife enhancement.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability to the operation and maintenance to the lands subject to this Conservation Easement in the natural vegetative and hydrological condition existing at the time of execution, subject tot he qualifications herein above set forth and the Grantor does hereby indemnify and hold harmless the

Grantee from same. The Conservation Easement hereby granted and the obligation to retain specified shall run with the land and shall be binding upon the Grantor and its successors and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies. In any enforcement action in which Grantee prevails, Grantor shall bear the costs or restoring the land to the natural vegetative and hydrological condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights thereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereto set Grantor's hand and seal on this 11th day of December, 1997.

Signed, sealed and delivered
in the presence of:

Erica D. Mitchell
(Print Name: Erica D. Mitchell)

Jennifer J. Jenkins
(Print Name: Jennifer J. Jenkins)


GULF BEACH HIGHWAY PROPERTIES, INC.

By: Garrett W. Walton
Garrett W. Walton, President

ACKNOWLEDGMENT

State of Florida
County of Escambia


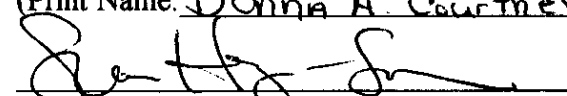
The foregoing instrument was acknowledged before me this 11th day of December, 1997 by Garrett W. Walton, as President of GULF BEACH HIGHWAY PROPERTIES, INC., a Florida corporation, on behalf of the said corporation. The said Garrett W. Walton personally appeared before me and is personally known to me.


NOTARY PUBLIC - STATE OF Florida
Notary Name: Jennifer J. Jennigan
My Commission Expires: _____
Commission Number: _____

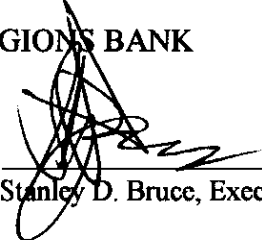
SUBORDINATION

Regions Bank, owner of a mortgage (as modified), and collateral assignment agreement and as creditor under two UCC-Financing Statements pertaining to the above described property, does hereby subordinate the lien of any and all of the foregoing instruments to the terms, conditions and estates created by the above Conservation Easement.

Signed, sealed and delivered
in the presence of:


(Print Name: Donna A. Courtney)

(Print Name: Shea Hargrave-Smith)

REGIONS BANK

By: 
Stanley D. Bruce, Executive Vice-President

by: Garrett W. Walton
P. O. Box 12358
Pensacola, FL 32582

10/01/97

ACKNOWLEDGMENT

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 15th day of December, 1997 by Stanley D. Bruce, as Executive Vice-President of REGIONS BANK., a Florida corporation, on behalf of the said corporation. The said Stanley D. Bruce personally appeared before me and is personally known to me.

Jennifer J. Jernigan
NOTARY PUBLIC - STATE OF Florida
Notary Name: Jennifer J. Jernigan
My Commission Expires: _____
Commission Number: _____



12/10/97

EXHIBIT "A"
TO CONSERVATION EASEMENT BETWEEN
GULF BEACH HIGHWAY PROPERTIES, INC. (GRANTOR)
AND
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANTEE)

LEGAL DESCRIPTION

Green - 1.70 Acre Parcel (#619)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 89°26'00" East, a distance of 481.70 feet to a point which is the Point of Beginning. From said Point of Beginning run thence South 38°25'10" West, a distance of 88.65 feet; thence run South 47°50'53" West, a distance of 172.90 feet; thence run South 40°57'13" West, a distance of 52.52 feet; thence run South 58°35'24" West, a distance of 50.00 feet; thence run South 75°28'20" West, a distance of 52.20 feet; thence run South 58°46'23" West, a distance of 50.00 feet; thence run South 25°00'53" West, a distance of 56.00 feet; thence run South 54°17'43" West, a distance of 175.00 feet; thence run South 45°06'46" West, a distance of 185.00 feet; thence run South 64°15'42" West, a distance of 27.30 feet to a point on the Northerly Right-of-Way of Rookery Road, said point being on a curve concave to the Southwest and having a radius of 455.00 feet; thence run in a Southeasterly direction along said curve through a central angle of 11°37'37" for an arc distance of 92.33 feet (chord bears South 72°40'11" East, 92.17 feet) to a point; thence leaving Rookery Road run thence North 54°20'41" East, a distance of 66.48 feet; thence run North 52°35'16" East, a distance of 100.50 feet; thence run North 34°02'09" East, a distance of 54.85 feet; thence run North 80°33'20" East, a distance of 54.02 feet; thence run North 32°45'02" East, a distance of 110.86 feet; thence run North 61°41'14" East, a distance of 100.17 feet; thence run North 40°02'49" East, a distance of 105.31 feet; thence run North 68°30'08" East, a distance of 50.80 feet; thence run North 58°50'00" East, a distance of 50.00 feet; thence run North 26°42'24" East, a distance of 88.54 feet; thence run North 46°57'11" East, a distance of 76.09 feet; thence run North 69°40'59" East, a distance of 51.00 feet; thence run North

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84°27'02" East, a distance of 111.48 feet; thence run South 31°38'26" East, a distance of 4.93 feet; thence run North 11°28'36" East, a distance of 15.84 feet; thence run North 71°38'28" West, a distance of 8.58 feet; thence run North 41°06'04" West, a distance of 23.54 feet; thence run North 89°26'00" West, a distance of 172.98 feet to the Point of Beginning. Containing 1.70 acres, more or less.

And Also

Green - 1.80 Acre Parcel (#626)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 43°49'44" West along said Right-of-Way, a distance of 12.10 feet; thence run South 40°24'41" West and parallel to said Right-of-Way, a distance of 768.91 feet to a point, said point being the point of curve of a radius return to Rookery Road; said curve being concave to the South and having a radius of 25.00 feet; thence run in a Northeasterly direction along said curve through a central angle of 83°41'57" for an arc distance of 36.52 feet (chord bears North 82°15'40" East, 33.36 feet) to a point of reverse curve having a radius of 202.79 feet; thence run in a Southeasterly direction along said curve through a central angle of 28°17'15" for an arc distance of 100.12 feet (chord bears S 70°02'00" E, 99.11 feet); thence run South 84°11'37" East along said Right-of-Way, a distance of 70.77 feet to a point which is the Point of Beginning. From said Point of Beginning and leaving the road run South 74°58'21" West, a distance of 27.55 feet; thence run South 80°50'40" West, a distance of 35.82 feet; thence run South 89°11'44" West, a distance of 46.73 feet; thence run South 88°59'01" West, a distance of 35.68 feet; thence run South 83°46'08" West, a distance of 26.04 feet; thence run South 70°07'09" West, a distance of 31.87 feet; thence run South 58°46'35" West, a distance of 29.17 feet; thence run South 51°36'05" West, a distance of 48.84 feet; thence run South 32°54'18" West, a distance of 32.51 feet; thence run South 13°41'41" West, a distance of 37.52 feet; thence run South 21°01'26"

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West, a distance of 53.59 feet; thence run South 37°41'44" West, a distance of 41.65 feet; thence run South 43°37'48" West, a distance of 65.42 feet; thence run South 66°51'04" West, a distance of 66.76 feet; thence run South 56°29'17" West, a distance of 57.51 feet; thence run South 47°21'53" West, a distance of 48.64 feet; thence run South 26°02'46" West, a distance of 58.91 feet; thence run South 13°05'17" West, a distance of 42.45 feet; thence run South 03°11'30" East, a distance of 75.27 feet; thence run South 12°57'09" West, a distance of 42.12 feet; thence run South 72°11'20" East, a distance of 56.64 feet; thence run South 24°51'14" West, a distance of 76.71 feet; thence run South 29°29'54" East, a distance of 19.14 feet; thence run South 89°25'51" East, a distance of 44.42 feet; thence run North 00°34'09" East, a distance of 179.00 feet; thence run North 32°22'04" East, a distance of 155.71 feet; thence run North 50°04'37" East, a distance of 136.25 feet; thence run North 41°18'17" East, a distance of 165.00 feet; thence run North 60°47'49" East, a distance of 4.34 feet; thence run North 79°56'31" East, a distance of 36.65 feet; thence run North 62°36'17" East, a distance of 36.73 feet; thence run North 48°58'58" East, a distance of 42.88 feet; thence run North 79°13'59" East, a distance of 44.05 feet; thence run North 75°46'03" East, a distance of 45.18 feet; thence run North 71°01'12" East, a distance of 55.35 feet; thence run North 76°27'41" East, a distance of 50.57 feet; thence run North 61°59'33" East, a distance of 44.10 feet to a point on the Southwesterly Right-of-Way of said Rookery Road, said point being on a curve concave to the Southwest and having a radius of 395.00 feet; thence run in a Northwesterly direction along said curve through a central angle of 05°23'27" for an arc distance of 37.16 feet (chord bears North 75°47'16" West, 37.15 feet) to a point of tangency; thence run North 78°28'59" West along said Right-of-Way, a distance of 76.70 feet; thence run North 84°11'37" West along said Right-of-Way, a distance of 29.73 feet to the Point of Beginning. Containing 1.80 acres, more or less.

And Also

Green - 4.01 Acre Parcel (#630)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 43°49'44" West along said Right-of-Way, a distance of 12.10 feet; thence run North 49°53'52" West along said Right-of-Way, a distance of 6.90 feet; thence run South 40°24'41" West along said Right-of-Way, a distance

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of 1702.36 feet; thence leaving the road run South 89°24'33" East, a distance of 202.79 feet; thence run South 89°25'51" East, a distance of 328.33 feet; thence run South 00°18'48" East, a distance of 42.64 feet to a point which is the Point of Beginning. From said Point of Beginning thence run South 71°40'48" East, a distance of 6.07 feet; thence run South 62°07'13" East, a distance of 41.29 feet; thence run South 76°06'21" East, a distance of 40.09 feet; thence run South 74°16'06" East, a distance of 42.91 feet; thence run South 68°31'56" East, a distance of 39.84 feet; thence run South 67°52'10" East, a distance of 41.41 feet; thence run North 78°21'16" East, a distance of 127.23 feet; thence run South 71°49'59" East, a distance of 60.54 feet; thence run South 27°43'47" West, a distance of 46.21 feet; thence run South 82°39'11" West, a distance of 62.88 feet; thence run South 57°44'17" East, a distance of 70.78 feet; thence run South 56°23'52" East, a distance of 41.28 feet; thence run South 65°18'05" East, a distance of 44.20 feet; thence run South 54°56'04" East, a distance of 36.48 feet; thence run South 46°38'07" East, a distance of 43.69 feet; thence run South 63°42'02" East, a distance of 46.22 feet; thence run South 73°19'25" East, a distance of 25.02 feet; thence run South 78°18'59" East, a distance of 36.39 feet; thence run South 86°30'47" East, a distance of 33.61 feet; thence run South 14°04'43" East, a distance of 69.58 feet; thence run South 48°09'57" West, a distance of 21.32 feet; thence run South 76°50'13" East, a distance of 131.99 feet; thence run South 35°42'21" East, a distance of 161.34 feet; thence run South 47°23'03" East, a distance of 208.48 feet; thence run North 81°39'39" East, a distance of 14.12 feet; thence run South 24°27'37" East, a distance of 15.17 feet; thence run South 30°15'04" West, a distance of 51.46 feet; thence run South 30°16'32" West, a distance of 19.29 feet; thence run South 64°45'10" West, a distance of 49.09 feet; thence run South 60°17'38" West, a distance of 29.97 feet; thence run South 08°58'45" West, a distance of 21.27 feet; thence run North 80°47'25" East, a distance of 22.18 feet; thence run South 10°53'20" East, a distance of 33.57 feet; thence run South 40°10'32" East, a distance of 37.38 feet; thence run South 68°37'42" East, a distance of 10.10 feet; thence run South 74°02'19" West, a distance of 237.47 feet; thence run North 06°09'46" East, a distance of 202.44 feet; thence run North 12°02'44" West, a distance of 82.44 feet; thence run North 29°42'07" West, a distance of 133.05 feet; thence run North 54°27'14" West, a distance of 89.41 feet; thence run North 60°48'03" West, a distance of 79.07 feet; thence run North 48°54'07" West, a distance of 118.74 feet; thence run North 49°31'18" West, a distance of 63.47 feet; thence run North 37°25'33" West, a distance of 85.04 feet; thence run North 48°53'16" West, a distance of 73.22 feet; thence run North 67°05'13" West a distance of 112.66 feet; thence run North 59°00'50" West, a distance of 76.10 feet; thence run North 65°16'58" West, a distance of 82.19 feet; thence run North 85°27'21" West, a distance of 48.40 feet; thence run North 79°16'29" West, a distance of 8.22 feet; thence run North 00°18'48" West, a distance of 76.73 feet to the Point of Beginning. Containing 4.01 acres, more or less.

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And Also

Orange - 1.40 Acre Parcel (#618)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway, said point being the Point of Beginning. From said Point of Beginning run thence South 89°26'00" East, a distance of 481.70 feet; thence run South 38°25'10" West, a distance of 25.33 feet; thence run North 89°26'00" West, a distance of 276.00 feet to a point on a curve concave to the Southwest and having a radius of 50.00 feet; thence run in a Westerly and Southwesterly direction through a central angle of 101°29'06" for an arc distance of 88.56 feet (chord bears South 83°38'09" West, 77.43 feet) to a point of tangency; thence run South 32°53'35" West, a distance of 45.87 feet to a point of curve concave to the Northeast and having a radius of 250.12 feet; thence run in a Southwesterly direction through a central angle of 27°39'06" for an arc distance of 120.71 feet (chord bears South 46°43'08" West, 119.54 feet) to a point of reverse curve concave to the Southeast and having a radius of 850.00 feet; thence run in a Southwesterly direction along said curve through a central angle of 34°18'31" for an arc distance of 508.98 feet (chord bears South 41°37'08" West, 501.41 feet) to a point of reverse curve concave to the North and having a radius of 25.00 feet; thence run along said curve through a central angle of 95°08'39" for an arc distance of 41.51 feet (chord bears South 72°02'12" West, 36.91 feet) to a point of compound curve concave to the East and having a radius of 370.04 feet; thence run along said curve through a central angle of 06°38'51" for an arc distance of 42.93 feet (chord bears North 57°04'03" West, 42.91 feet) to a point of compound curve concave to the East and having a radius of 25.00 feet; thence run along said curve through a central angle of 94°09'18" for an arc distance of 41.08 feet (chord bears North 06°39'58" West, 36.61 feet) to a point of tangency; thence run North 40°24'41" East and parallel to the Southeasterly Right-of-Way of said Gulf Beach Highway, a distance of 615.53 feet to a point on the said Right-of-Way of Gulf Beach Highway; thence run North 43°49'44" East along said Right-of-Way, a distance of 12.10 feet to the Point of Beginning. Containing 1.40 acres, more or less.

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And Also

Orange - 0.25 Acre Parcel (#621)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway, thence run South 89°26'00" East, a distance of 654.68 feet to a point which is the Point of Beginning. From said Point of Beginning thence South 89°26'00" East, a distance of 27.85 feet; thence run South 31°38'25" East, a distance of 392.98 feet; thence run South 14°31'55" East, a distance of 100.01 feet; thence run South 58°19'05" West, a distance of 0.58 feet; thence run North 31°38'25" West, a distance of 160.0 feet; thence run North 58°21'35" East, a distance of 10.00 feet; thence run North 31°38'25" West, a distance of 150.00 feet; thence run South 58°21'35" West, a distance of 5.00 feet; thence run North 31°38'25" West, a distance of 152.04 feet; thence run North 11°28'36" East, a distance of 15.84 feet; thence run North 71°38'27" West, a distance of 8.58 feet; thence run North 41°06'04" West, a distance of 23.54 feet to the Point of Beginning. Containing 0.25 acres, more or less.

And Also

Orange - 1.61 Acre Parcel (#622)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet;

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thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 89°26'00" East, a distance of 682.53 feet; thence run South 31°38'25" East, a distance of 392.98 feet; thence run South 14°31'55" East, a distance of 100.01 feet to a point which is the Point of Beginning. From said Point of Beginning continue thence South 14°31'55" East, a distance of 199.99 feet; thence run North 69°34'45" West, a distance of 147.00 feet; thence run South 81°45'55" West, a distance of 111.99 feet; thence run South 04°02'02" West, a distance of 148.49 feet to a point on the Northerly Right-of-Way of Bittern Drive (50 foot R/W), said point being on a curve concave to the South and having a radius of 325.00 feet; thence run in Northwesterly direction along said curve through a central angle of 07°07'21" for an arc distance of 40.40 feet (chord bears North 78°09'02" West, 40.38 feet) to a point; thence leaving the road run North 04°02'02" East, a distance of 135.42 feet; thence run South 83°18'05" West, a distance of 228.89 feet; thence run South 56°32'03" West, a distance of 385.00 feet to a point on the Northeasterly Right-of-Way of Rookery Road (60 foot R/W) said point being on a curve concave to the West and having a radius of 455.00 feet; thence run in a Northerly direction along said curve through a central angle of 15°32'17" for an arc distance of 123.39 feet (chord bears North 33°16'20" West, 123.01 feet) to a point of reverse curve concave to the East and having a radius of 25.00 feet; thence run in a Northeasterly direction along said curve through a central angle of 84°01'15" for an arc distance of 36.66 feet (chord bears North 00°58'09" East, 33.46 feet) to a point of tangency; thence run North 42°58'46" East, a distance of 4.46 feet; thence run South 31°40'55" East, a distance of 111.71 feet; thence run North 56°32'03" East, a distance of 300.15 feet; thence run North 46°28'16" East, a distance of 204.35 feet; thence run South 05°07'00" East, a distance of 22.36 feet; thence run South 31°40'55" East, a distance of 50.00 feet; thence run North 58°19'05" East, a distance of 109.00 feet; thence run North 11°22'58" East, a distance of 55.95 feet to a point on the South Right-of-Way of Rail Circle (50 foot R/W), said point being on a curve concave to the North and having a radius of 70.00 feet; thence run in a Southeasterly direction along said curve through a central angle of 12°22'25" for an arc distance of 15.11 feet (chord bears South 84°48'15" East, 15.09 feet) to a point; thence leaving Rail Circle run thence South 11°22'58" West, a distance of 55.05 feet; thence run South 31°40'55" East, a distance of 94.91 feet; thence run North 58°19'05" East, a distance of 50.00 feet; thence run North 46°57'11" East, a distance of 51.00 feet; thence run North 58°19'05" East, a distance of 151.16 feet to the point of Beginning. Containing 1.61 acres, more or less.

And Also

Orange - 3.01 Acre Parcel (#624)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run

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South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesternly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesternly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeastly Right-of-Way of said Gulf Beach Highway; thence run South 89°26'00" East, a distance of 682.53 feet; thence run South 31°38'25" East, a distance of 392.98 feet; thence run South 14°31'55" East, a distance of 300.00 feet; thence run North 69°34'45" West, a distance of 147.00 feet; thence run South 81°45'55" West, a distance of 111.99 feet; thence run South 04°02'02" West, a distance of 148.49 feet to a point on the Northerly Right-of-Way of Bittern Drive (50 foot R/W); thence run South 12°21'04" East to point on the Southerly Right-of-Way of Bittern Drive, said point being on a curve and being the Point of Beginning. From said point of beginning and leaving the roadway run thence South 21°10'18" West, a distance of 123.00 feet; thence run South 44°00'32" East, a distance of 137.00 feet; thence run South 07°41'46" East, a distance of 251.00 feet; thence run South 03°18'42" East, a distance of 94.72 feet; thence run South 25°03'11" East, a distance of 133.32 feet to a point on the Northerly Right-of-Way of Rookery Road (50' R/W), said point being on a curve concave to the South and having a radius of 400.02 feet; thence run in a Southwesterly direction along said curve through a central angle of 02°51'57" for an arc distance of 20.01 feet (chord bears South 66°22'48" West, 20.01 feet) to a point; thence leaving the road run North 25°03'11" West, a distance of 125.00 feet; thence run South 56°31'30" West, a distance of 266.66 feet; thence run North 88°30'52" West a distance of 149.68 feet; thence run North 50°34'28" West, a distance of 149.39 feet; thence run North 12°35'43" West, a distance of 151.00 feet; thence run North 03°34'40" East, a distance of 203.00 feet; thence run North 02°16'36" West, a distance of 111.61 feet to a point on the Southerly boundary of Bittern Road (50' R/W), said point being on a curve concave to the Northwest and having a radius of 324.99 feet; thence run in a Northeasterly direction along said curve through a central angle of 11°12'43" for an arc distance of 63.60 feet (chord bears North 59°41'39" East, 63.49 feet) to a point; thence leaving the road run South 15°24'59" East, a distance of 104.39 feet; thence run South 00°40'06" West, a distance of 285.00 feet; thence run South 26°13'27" East, a distance of 95.34 feet; thence run South 69°01'26" East, a distance of 149.06 feet; thence run North 62°36'11" East, a distance of 125.00 feet; thence run North 29°53'40" East, a distance of 128.72 feet; thence run North 18°43'18" West, a distance of 199.00 feet; thence run North 00°31'37" West, a distance of 92.12 feet; thence run North 07°08'18" East, a distance of 19.44 feet; thence run North 13°18'33" West, a distance of 206.00 feet to a point on the Southerly Right-of-Way of said Bittern Road (50' R/W), said point being on a curve concave to the Southwest and having a radius of 275.00 feet; thence run in an Easterly direction along said curve through a central angle of 23°37'46" for an arc distance of 113.41 feet (chord bears South 80°45'56" East, 112.61 feet) to the Point of Beginning. Containing 3.01 acres, more or less.

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And Also

Orange - 0.15 Acre Parcel (#628)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 89°26'00" East, a distance of 682.53 feet; thence run South 31°38'25" East, a distance of 392.98 feet; thence run South 14°31'55" East, a distance of 400.49 feet; thence run South 14°29'51" East, a distance of 613.38 feet; thence run South 14°26'34" East, a distance of 591.97 feet to a point which is the Point of Beginning. From said Point of Beginning run thence South 74°02'19" West, a distance of 45.02 feet; thence run North 14°26'34" West, a distance of 30.84 feet; thence run North 70°14'41" West, a distance of 110.82 feet; thence run North 25°10'35" East, a distance of 40.18 feet; thence run South 70°14'41" East, a distance of 134.25 feet; thence run South 14°26'34" East, a distance of 47.43 feet to the Point of Beginning. Containing 0.15 acres, more or less.

And Also

Orange - 0.37 Acre Parcel (#629)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-

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Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 43°49'44" West along said Right-of-Way, a distance of 12.10 feet; thence run South 40°24'41" West and parallel to said Right-of-Way, a distance of 768.91 feet to a point, said point being the point of curve of a radius return to Rookery Road; said curve being concave to the South and having a radius of 25.00 feet; thence run in a Northeasterly direction along said curve through a central angle of 83°41'57" for an arc distance of 36.52 feet (chord bears North 82°15'40" East, 33.36 feet) to a point of reverse curve having a radius of 202.79 feet; thence run in a Southeasterly direction along said curve through a central angle of 28°17'15" for an arc distance of 100.12 feet (chord bears S 70°02'00" E, 99.11 feet); thence run South 84°11'37" East along said Right-of-Way, a distance of 100.50 feet to a point thence S 78 28 59 E, 76.70 feet to a point of curve concave to the Southwest and having a radius of 395.00 feet; thence run in a Southeasterly direction along said curve through a central angle of 68°48'59" for an arc distance of 474.42 feet (chord bears South 44°04'30" East, 446.41 feet) to a point; thence leaving the road run South 76°33'04" West, 109.28 feet to a point which is the Point of Beginning. From said Point of Beginning run thence South 03°34'40" West, a distance of 381.28 feet to a point on the Northwesterly Right-of-Way of an unnamed street (50' R/W), said point being on a curve concave to the South and having a radius of 324.99 feet; thence run in a Westerly direction along said curve through a central angle of 05°14'22" for an arc distance of 29.72 feet to a point of tangency; thence run South 67°33'40" West along said Right-of-Way, a distance of 235.04 feet; thence leaving the road run North 57°44'17" West, a distance of 23.32 feet; thence run North 82°39'11" East, a distance of 62.88 feet; thence run North 27°43'47" East, a distance of 46.21 feet; thence run South 71°49'59" East, a distance of 17.87 feet; thence run North 58°51'10" East, a distance of 165.48 feet; thence run North 03°34'40" East, a distance of 333.49 feet; thence run North 76°33'04" East, a distance of 26.15 feet to the Point of Beginning. Containing 0.37 acres, more or less.

And Also

Orange - 0.98 Acre Parcel (#633)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 43°49'44" West along said Right-of-Way, a distance of 12.10 feet; thence run South 40°24'41" West and parallel to said

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Right-of-Way, a distance of 768.91 feet to a point which is the Point of Beginning. From said Point of Beginning continue South 40°24'41" West and parallel to said Right-of-Way, a distance of 797.37 feet; thence run South 89°24'33" East, a distance of 151.87 feet; thence run South 00°35'27" West, a distance of 99.89 feet; thence run South 89°25'51" East, a distance of 28.14 feet; thence run North 29°29'54" West, a distance of 19.14 feet; thence run North 24°51'14" East, a distance of 76.71 feet; thence run North 72°11'20" West, a distance of 56.64 feet; thence run North 12°57'09" East, a distance of 42.12 feet; thence run North 03°11'30" west, a distance of 75.27 feet; thence run North 13°05'17" East, a distance of 42.45 feet; thence run North 26°02'46" East, a distance of 58.91 feet; thence run North 47°21'53" East, a distance of 48.64 feet; thence run North 56°29'17" East, a distance of 57.51 feet; thence run North 66°51'04" East, a distance of 66.76 feet; thence run North 43°37'48" East, a distance of 65.42 feet; thence run North 37°41'44" East, a distance of 41.65 feet; thence run North 21°01'26" East, a distance of 53.59 feet; thence run North 13°41'41" East, a distance of 37.52 feet; thence run North 32°54'18" East, a distance of 32.51 feet; thence run North 51°36'05" East, a distance of 48.84 feet; thence run North 58°46'35" East, a distance of 29.17 feet; thence run North 70°07'09" East, a distance of 31.87 feet; thence run North 83°46'08" East, a distance of 26.04 feet; thence run North 88°59'01" East, a distance of 35.68 feet; thence run North 89°11'44" East, a distance of 46.73 feet; thence run North 80°50'40" East, a distance of 35.82 feet; thence run North 74°58'21" East, a distance of 27.55 feet; thence run North 84°11'37" West, a distance of 70.77 feet; to the point of curve of a circular curve concave to the Northeast having a radius 202.79 feet; thence run in a Northwesterly direction along said curve through a central angle of 28°17'15" for an arc distance of 100.12 feet (chord bears North 70°02'00" West; 99.11 feet) to a point of reverse curve concave to the South and having a radius of 25.00 feet; thence run in a Southwesterly direction along said curve through a central angle of 83°41'57" for an arc distance of 36.52 feet (chord bears South 82°15'40" West, 33.36 feet) to a point of tangency and the Point of Beginning. Containing 0.98 acres, more or less.

And Also

Orange - 0.16 Acre Parcel (#635)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 89°26'00" East, a

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distance of 682.53 feet; thence run South 31°38'25" East, a distance of 392.98 feet; thence run South 14°31'55" East, a distance of 400.49 feet; thence run South 14°29'51" East, a distance of 613.38 feet; thence run South 14°26'34" East, a distance of 641.97 feet to a point; thence run South 74°02'19" West, a distance of 474.02 feet to a point which is the Point of Beginning. From said Point of Beginning continue thence South 74°02'19" West, a distance of 153.57 feet; thence run North 15°57'41" West, a distance of 46.68 feet; thence run North 74°02'19" East, a distance of 146.01 feet; thence run South 25°09'40" East, a distance of 47.29 feet to the Point of Beginning. Containing 0.16 acres, more or less.

And Also

Orange - 1.15 Acre Parcel (#636)

A Parcel of land lying and being a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at a 4"x 4" Concrete monument marking the Northwest corner of said Section 18, Township 3 South, Range 31 West (Northeast corner of Section 19), and run thence South 88°59'29" East along the North line of said Section 18, a distance of 466.20 feet to the Westerly Right-of-Way of Blue Angel Parkway, State Road SR 173 (200 foot R/W); thence run South 31°50'31" East along said Right-of-Way, a distance of 1775.67 feet to a point; thence leaving Blue Angel Parkway run South 02°40'23" East, a distance of 1132.97 feet to a point on the Northwesterly Right-of-Way of Gulf Beach Highway (County Road R/W varies); thence run South 38°42'29" West (this call and the following call are along said Right-of-Way of said Gulf Beach Highway), a distance of 63.58 feet; thence run South 48°11'49" East, a distance of 7.09 feet; thence leaving the Northwesterly Right-of-Way of Gulf Beach Highway run South 59°04'09" East, a distance of 74.61 feet to a point on the Southeasterly Right-of-Way of said Gulf Beach Highway; thence run South 89°26'00" East, a distance of 682.53 feet; thence run South 31°38'25" East, a distance of 392.98 feet; thence run South 14°31'55" East, a distance of 400.49 feet; thence run South 14°29'51" East, a distance of 613.38 feet; thence run South 14°26'34" East, a distance of 641.97 feet to a point; thence run South 74°02'19" West, a distance of 474.02 feet to a point; thence run North 25°21'42" West, a distance of 69.90 feet to a point which is the Point of Beginning. From said Point of Beginning continue thence North 25°21'42" West, a distance of 101.49 feet; thence run North 18°38'34" West, a distance of 75.00 feet; thence run North 16°27'18" East, a distance of 49.26 feet; thence run North 51°40'39" East, a distance of 219.00 feet; thence run North 68°05'51" East, a distance of 115.67 feet; thence run North 21°54'09" West, a distance of 30.00 feet; thence run South 68°05'51" West, a distance of 120.00 feet; thence run South 51°40'39" West, a distance of 255.51 feet; thence run South 73°42'33" West, a distance of 173.90 feet; thence run South 21°45'29" East, a distance of 170.16 feet; thence run South 69°29'26" East, a distance of 83.33 feet; thence run North 48°34'27" East, a distance of 21.73 feet; thence run North 78°10'53" East, a distance of 50.28 feet; thence run South 11°49'07" East, a distance of 14.79 feet; thence run North 77°23'18" East, a distance of 55.95 feet to the Point of Beginning. Containing 1.15 acres, more or less.

End of legal description

RCD Dec 18, 1997 01:56 pm
Escambia County, Florida

-1-

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-442352