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01/12/00



**Declaration of Covenants, Conditions and Restrictions
for
HERON'S FOREST PHASE II**
a Subdivision located in a Portion of Section 18,
Township 3 South, Range 31 West, Escambia County, Florida

01/12/00

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HERON'S FOREST PHASE II
a Subdivision located in a Portion of Section 18,
Township 3 South, Range 31 West, Escambia County, Florida**

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This Instrument Was Prepared By:
Garrett W. Walton
17 South Palafox Street, Suite 394
Post Office Box 12358
Pensacola, Florida 32582

01/12/00

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

THIS DECLARATION is made this 12th day of JANUARY, 2000, by Heron's Forest Development Company (formerly Gulf Beach Highway Properties, Inc.), a Florida corporation ("Declarant").

WITNESSETH:

WHEREAS, contemporaneously with recording this Declaration in the public records of Escambia County, Florida, Declarant is also causing to be recorded in the same public records a subdivision plat for "Heron's Forest Phase II" pertaining to certain real property owned by Declarant in Section 18, Township 3 South, Range 31 West, Escambia County, Florida (and which said real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as if set forth in full herein); and

WHEREAS, heretofore, on or about December 18, 1997, Declarant recorded in Official Record Book 4203, Page 1199 et sequitur of the public records of Escambia County, Florida, that certain "Declaration of Covenants, Conditions and Restrictions for Heron's Forest" ("Initial Declaration"), pertaining to "Heron's Forest", a Subdivision according to Plat thereof recorded in Plat Book 16, Pages 18 and 18A, of the Public Records of Escambia County, Florida;

NOW, THEREFORE, Declarant hereby declares that subject to the provisions hereof, all lots in "Heron's Forest Phase II" shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions, contained in the Initial Declaration and herein, both of which are for the purpose of protecting the value and desirability of, and which shall run with, the said real property and be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE I — INITIAL DECLARATION AND ADDITIONAL DEFINITIONS

Section 1. "Initial Declaration". Referring to the Initial Declaration (as defined in the preamble hereof), this instrument, when recorded in the public records of Escambia County, Florida, is intended to and shall:

- A. Incorporate herein by reference, as if set forth in full herein, the Initial Declaration (including, without limitation, all definitions set forth therein, except as modified herein);
- B. Amend and supplement said Initial Declaration as it relates to Heron's Forest Phase II;
- C. Expand the definition of "Development" (as defined in the Initial

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Declaration) to now include "Heron's Forest Phase II;" and

- D. Constitute, pursuant to Article IX, Section 4 of the Initial Declaration, the annexation of "Heron's Forest Phase II," subject to the terms and conditions herein set forth.

Section 2 - Definitions. In addition to the definitions contained in the "Initial Declaration" (as might be amended and/or supplemented by this document or in any subsequent amendment and/or supplement thereto or hereto), certain additional words and/or phrases, when capitalized, shall have the meaning and/or definition set forth below, unless the context clearly indicates otherwise.

A. **Declaration:** "Declaration," as applied to "Heron's Forest Phase II," shall mean and refer to the Initial Declaration and this Supplement, as either might subsequently be amended, modified and/or re-stated.

B. **Initial Declaration:** "Initial Declaration" shall mean and refer to the document defined as such in the preamble hereof, together with any amendment, modification and/or re-statement thereof.

C. **Lot:** "Lot" shall hereafter include not only those "Lots" defined as such in the Initial Declaration, but each of all of Lots 1-34, Block A, as shown on the Plat of the Subdivision.

D. **Owner:** "Owner" shall have the same meaning and definition as set forth in the Initial Declaration, except that hereafter it shall also include the Owners of the "Phase II Lots."

E. **Phase II Lots:** "Phase II Lots" shall mean and refer to each and all of Lots 1-34, Block A, as shown on the Plat of the Subdivision.

F. **Plat:** "Plat" shall mean and refer to the plat of "Heron's Forest Phase II," which is being recorded contemporaneously herewith in the public records of Escambia County, Florida.

G. **Subdivision:** "Subdivision" shall mean and refer to "Heron's Forest Phase II," a subdivision located in a portion of Section 18, Township 3 South, Range 31 West, Escambia County, Florida, according to the Plat.

ARTICLE II - USE RESTRICTIONS

All use restrictions set forth in Article IV of the Initial Declaration shall apply to this Subdivision and to all of the Phase II Lots in this Subdivision, the same as if specifically referred to therein, except as follows:

1. **Section 2 - Minimum Square Footage and Size,** is modified, as applied to the Phase II Lots in this Subdivision to read as follows:

Section 2. Minimum Square Footage and Size. The main residential

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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 Phase II Lots 1,600 square feet

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>Back</i> | <i>Side</i> |
|-------------------|--------------|-------------|---|
| All Phase II Lots | 25' | 25' | 10% of Lot width at the building line in question |

Setbacks for detached garages and other permitted detached structures shall be approved on a case by case basis by the Architectural Review Committee or the Architectural Review Representative. It is acknowledged that the unique topography of many of the Phase II Lots will require the Architectural Review Committee (or the Architectural Review Representative) to exercise flexibility in applying the setback requirements set forth herein. Waiver of any of the preceding setback requirements is hereby granted for the unintentional violations 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.

2. Section 8 - Lot Drainage, is modified, as applied to the Phase II Lots in this Subdivision, to read as follows:

Section 8. Lot Drainage. As part of the Subdivision design process, Declarant has developed an Escambia County approved master drainage plan for this Subdivision. The master drainage plan information is contained on both the preliminary plat and construction plans for this Subdivision, 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.

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ARTICLE III - INCORPORATION BY REFERENCE

Except as modified herein, all provisions of the Initial Declaration shall apply to this Subdivision and all Phase II Lots within this Subdivision the same as if specifically referred to therein.

IN WITNESS WHEREOF, HERON'S FOREST DEVELOPMENT COMPANY, 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:

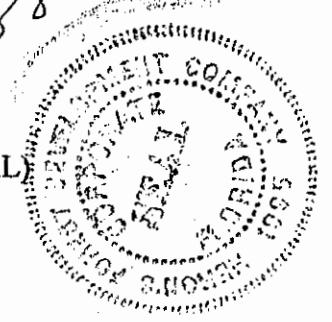
HERON'S FOREST DEVELOPMENT COMPANY

Patsy J. Bruce
Name: Patsy J. Bruce

By: Jennifer J. Jernigan (Print
Jennifer J. Jernigan, Vice-President)

Angela G. McNew
(Print Name: Angela G. McNew)

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of February, 1999, by Jennifer J. Jernigan, Vice-President, of HERON'S FOREST DEVELOPMENT COMPANY, a Florida Corporation, on behalf of the Corporation. She is personally known to me.

Angela G. McNew
Printed Name: Angela G. McNew
Notary Public - State of Florida
Commission No.: _____
My Commission Expires: _____

(Seal) **Angela G. McNew**
Notary Public-State of FL
Comm. Exp. April 7, 2003
Comm. No. CC 824137

EXHIBIT "A"
to Declaration of Covenants, Conditions and Restrictions
for Heron's Forest Phase II

Legal Description

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

BEGIN AT THE SOUTHWEST CORNER OF HERON'S FOREST AS RECORDED IN PLAT BOOK
16 AT PAGE 18 & 18A OF THE PUBLIC RECORDS OF ABOVE SAID COUNTY, THENCE RUN
NORTH 15°57'41" WEST ALONG THE WEST LINE OF SAID HERON'S FOREST FOR 416.43 FEET;
THENCE CONTINUE ALONG SAID WEST LINE NORTH 54°42'52" WEST FOR 919.76 FEET;
THENCE RUN SOUTH 00°18'57" EAST FOR 1130.23 FEET; THENCE RUN NORTH 77°53'40" EAST
674.39 FEET; THENCE RUN NORTH 74°02'26" EAST FOR 207.69 FEET TO THE POINT OF
BEGINNING. CONTAINING 14.02 ACRES MORE OR LESS.

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JOINDER BY MORTGAGEE

Regions Bank, owner of a mortgage encumbering the Subdivision, does hereby join in this Declaration, and by so doing sets forth its consent and agreement that its rights as mortgagee are subject to the terms and conditions of this Declaration.

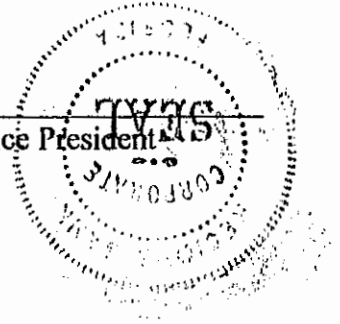
Signed, sealed and delivered
in the presence of:

Dana Moore
(Print Name: Dana Moore)

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

Regions Bank

By: [Signature]
Stanley D. Bruce, Vice President



This Instrument Was Prepared By:
Garrett W. Walton
17 South Palafox Street, Suite 394
Post Office Box 12358
Pensacola, Florida 32582

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674.39 FEET; THENCE RUN NORTH 74°02'26" EAST FOR 207.69 FEET TO THE POINT OF
BEGINNING. CONTAINING 14.02 ACRES MORE OR LESS.

RCD Mar 01, 2000 01:21 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-710744