

6/19/07

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**KEYSTONE**  
**SUBDIVISION**

**a Planned Unit Development Subdivision located in a Portion of  
Section 6, Township 1 South, Range 31 West, Escambia County, Florida**

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
KEYSTONE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEYSTONE is made by the undersigned effective June 30, 2007.

WITNESSETH:

WHEREAS, heretofore Heron's Forest Development Company, A Florida Corporation (Heron's) did cause to be executed at certain "Declaration of Covenants, Conditions and Restrictions for Keystone" ("Prior Declaration"), which was recorded in Official Record Book 5966, Page 155, et seq., of the Public Records of Escambia County, Florida, on August 8, 2006, and which pertains to certain real property located in Escambia County, Florida, more particularly described therein as follows, to wit:

Keystone, a Planned Unit Development Subdivision according to Plat thereof recorded in Plat Book 18, Page 43, 43A and 43B of the public records of Escambia County, Florida.

WHEREAS, Article VIII, Section 3, ("Duration and Amendment") of the "Prior Declaration" provides a pertinent part:

The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots/Commercial Parcel, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots/Commercial Parcel, and shall be binding on all Owners and all persons claiming under them until January 1, 2030, 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.

WHEREAS, the undersigned constitute all 72 of the "Lot" "Owners" of the "Subdivision" (as those words are defined in Article I of the "Prior Declaration") and as such have the right (notwithstanding the fact that the "commercial parcel" (as that phrase is defined in Article I of the "Prior Declaration") is owned by another) to amend the "Prior Declaration" in accordance with the provisions as set forth in the immediately preceding recited paragraph; and

WHEREAS, the undersigned desire to amend the "Prior Declaration" in significant part;

NOW, THEREFORE, the undersigned, constituting all 72 of the "Lot" "Owners" of the "Subdivision" (as those words are defined in Article I of the "Prior Declaration") do hereby amend and restate in total the "Prior Declaration" to provide as hereinafter set forth; declare that the "Prior Declaration" be of no force or effect after the effective date hereof (except for

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purposes of defining the specified words and phrases used in the preamble above); and declare 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" (as hereinafter defined) thereof.

**ARTICLE I – DEFINITIONS**

Section 1. "Association" shall mean and refer to the Keystone Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Commercial Parcel" shall mean and refer to the approximate 1.49± acre parcel referred to on the Plat of the Subdivision as Parcel "H".

Section 3. "Common Area" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) owned by the Association from time to time for the common use and enjoyment of the Owners.

Section 4. "Declarant" shall mean and refer to Heron's Forest Development Company, a Florida corporation, its successors and assigns.

Section 5. "Declaration" shall mean and refer to this document and not the "Prior Declaration" defined in the preamble hereof.

Section 6. "Lot" shall mean and refer to each and all of the numbered Lots shown on the Plat of the Subdivision.

Section 7. "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 8. "Plat" shall mean and refer to the Plat of Keystone, which is recorded in the public records of Escambia County, Florida, in Plat Book 18, Pages 43, 43A and 43B.

Section 9. "Subdivision" shall mean and refer to Keystone, 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 Subdivision and owner(s) of the Commercial Parcel. Every Owner of a Lot in the Subdivision and Commercial Parcel, whether divided or in whole, shall be a member of the

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Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Commercial Parcel.

**Section 2 - Membership Classes.** The Association shall have three 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 any Lots annexed from time to time). The Class B membership shall 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, 2015. 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.

**CLASS C.** The only Class C member shall be the property owner of the Commercial Parcel. The Class C membership shall consist of three votes. If the Commercial Parcel is to be divided in half or any fraction thereof, then each parcel will obtain an equal number of votes of the Commercial Parcel.

**ARTICLE III – ARCHITECTURAL CONTROL**

**Section 1 – Prior Approval.** No structure, building, fence, wall, sign, light post, mailbox, barn, stable, detached storage or maintenance shed, landscaping, driveway, parking area, gate or other structure or improvement of any nature whatsoever, and no lot clearing shall be commenced, erected, placed, modified or altered on any Lots in the Subdivision until the design, location, plans and specifications have been approved in writing as to the quality of workmanship and materials, harmony of the exterior design with the requirements of the this Declaration and with existing structures, and as to the location with respect to topography and finish grade and full compliance with the easements, restrictions, covenants and conditions of this Declaration, by the Architectural Control Board. In the event the Architectural Control Board fails to approve or disapprove any complete set of plans within sixty (60) days after submission thereof in writing in accordance with this Article, such approval will not be required and this Article will be deemed to have been fully complied with.

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**Section 2 – Architectural Control Board.** Initially, Declarant, its successors and assigns, shall be the Architectural Control Board. Declarant may, at its sole discretion, at any time and by instrument recorded in the public records of Escambia County, Florida, referring to this Declaration, appoint three or more individuals (who need not be Owners) to constitute the Architectural Control Board, and thereafter the Architectural Control Board shall consist of three individuals at all times. If any of the members of the Architectural Control Board so appointed shall resign, become unable to serve or die, the Declarant (or after January 1, 2012, or, prior thereto upon failure of Declarant to act within thirty (30) days, the Association), its successor and assigns, shall appoint a successor member(s) to the Architectural Control Board, who need not be an Owner. The Architectural Control Board shall not receive any compensation for services rendered and performed hereunder.

**Section 3 – Construction Plans.** All construction plans shall be thorough and complete; include all elevations; reflect all exterior material types, design and color; and be accompanied by a landscape plan. The Architectural Control Board may, in its sole discretion, approve one or more sets of construction plans for a residential builder(s), with authorization for that builder(s) to build such construction plans on more than one lot, all upon such terms and conditions as the Architectural Control Board shall determine.

**Section 4 – Inspection During Construction and Prior to Occupancy.** The Architectural Control Board shall have 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 Control Board. Failure of an Owner to comply with the provisions of this Article, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunctive relief), including payment of the prosecuting parties' reasonable legal fees and expenses.

**Section 5 – Waivers.** The Architectural Control Board shall have the authority to waive in writing the violations of any of the provisions of this Declaration and/or grant deviations or variances where it is demonstrated by the Owner or other persons requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located and the subdivision as a whole. Neither the Architectural Control Board, nor any of its members, shall in any way or manner be held liable to any Owner, or to any other person or entity, for its good faith exercise of the discretionary authorities conferred by this Section or elsewhere in this Declaration.

#### ARTICLE IV – USE RESTRICTIONS

**Section 1 – Residential Use.** Except as otherwise provided in Section 27 of this Article, 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; provided, however, 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

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one single family structure with a 2 car garage attached to the main structure (or a detached garage in conformity with the architectural design of the residential structure), a detached pool house, 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.

**Section 2 – Square Feet.** The main residential structure constructed on any lot shall not exceed two (2) stories in height and shall contain a minimum square footage of 1,900 feet.

Residential structures with more than one story shall have a minimum ground floor area as approved by the Architectural Control Board, on a case by case basis.

**Section 3 – Set Backs.** All residential structures shall be setback from various Lot lines as set forth below:

	Set Backs
Front	15'
Back	10'
Side	7'

Setbacks for detached garages and other permitted detached structures shall be as approved on a case by case basis by the Architectural Control Board. 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. Additional waivers of the preceding setback requirements (and those contained on the Plat) may be granted in writing by the Architectural Control Board. In the event the setbacks herein provided for are different than those indicated upon the Plat, the setbacks set froth herein shall govern.

**Section 4 – 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 and permitted detached structures shall not be taken into account in calculating the minimum square foot area required.

**Section 5 – Landscaping.** Upon completion of construction of the residential structure, all of that part of the Lot forward of the front line of the main residential structure and, on corner Lots, all of that part of the Lot between that side of the main residential structure and the road right-of-way (in both cases, including the area located in road right-of-ways between the actual Lot line and paved surface of such roads) shall be sodded and/or landscaped, as approved by the Architectural Control Board. Additionally, any Lots which abut either of the two retention ponds (denominated as parcels G and F on the Plat) are required to sod and/or landscape the entire rear yard area (to help prevent retention pond erosion).



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The minimum required landscaping shall consist of one 2" caliper hardwood tree and 25 2-gallon shrubs. These minimum landscaping requirements may be waived and/or varied in part by the Architectural Control Board on lots where existing hardwood trees have been preserved in accordance with Section 30 below. Additionally, for a variety of height, color and texture, the Architectural Control Board may allow modification to the minimum shrub quantities for differing sized shrubs.

All planting beds shall be liberally mulched. For two years following installation, sod and landscaping which does not survive shall be promptly replaced. Sodding and landscaping shall be complete prior to occupancy of the residence.

**Section 6 – Clotheslines.** Outside clotheslines or other items detrimental to the appearance of the Subdivision shall not be permitted on any Lot except when located to the rear of the main residential structure and enclosed or camouflaged from view from all Lot lines.

**Section 7 – Temporary Structures.** Except as otherwise provided in Section 27 of this Article, 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.

**Section 8 – Vehicles.** Automobiles, off-the-road vehicles, jeeps, beach buggies, boats, jet skis, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, bicycles, tractors, mowers, commercial vehicles or any kind, or any other vehicle, machine, equipment or apparatus shall not be parked anywhere temporarily or permanently (except for 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; provided, however, that operating automobiles which are routinely used on a daily basis may also be parked in driveways.

**Section 9 – 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 waste.

**Section 10 – Fences.** No fence or wall shall be constructed and no hedge shall be planted until its design, construction and location are approved by the Architectural Control Board.

It is contemplated that any such permitted fences shall be of wooden privacy type construction and shall generally be required to be constructed so that the bottom thereof is at least 4" from the ground (particularly in any permitted areas where there are stormwater drainage consideration).

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No fence or wall may be constructed and no hedge planted nearer to the front Lot line than the front of the residential structure, nor, if a corner Lot, nearer to the side street line than the side street building set back line as set forth in this Article IV, Section 3, hereof, or as shown on the Plat, whichever results in any such permitted fence being setback farthest from the street. This restriction does not apply to any growing fence or hedge which does not exceed 3' in height; provided, however, no such growing fence or hedge shall obstruct the view of pedestrian or vehicular traffic on side streets, around curves or other areas.

**Section 11 – Signs.** Except as provided in Section 27 of this Article, no sign of any kind shall be displayed to public view on any Lot except one sign of reasonable size advertising the property for sale or rent.

**Section 12 – 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; and, (b) the Architectural Control Board 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 13 – Antennas.** Excluding parcels specifically reserved for utility companies, no outside antennas, pole, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the Architectural Control Board, and any such permitted satellite receiving dishes shall be fully concealed and shall not be visible from any Lot line. No radio transmitting equipment shall be erected on, or operated from, any Lot. Notwithstanding the above, satellite dishes, the diameter of which does not exceed 24 inches, which are attached to any improvement located on any Lot shall be allowed, only after the approval of same concerning both design and location has been obtained from the Architectural Control Board. Written waivers of this requirement may be granted by the Architectural Control Board upon review and acceptance of evidence that such equipment cannot function in compliance with the requirement.

**Section 14 – Detrimental Appearance.** Items detrimental to the appearance of the Subdivision or an individual Lot shall not be permitted on any Lot except when located to the rear of the main residential structure, enclosed or camouflaged from view from all Lot lines and when approved in advance by the Architectural Control Board.

**Section 15 – 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 be located to the rear of the main residential structure and 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.

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**Section 16 – 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.

**Section 17 – Attractive.** All structures shall be designed so that all elevations are attractive and neat in appearance.

**Section 18 – Construction.** All construction commenced upon a Lot shall be pursued diligently and such construction shall be completed within eight (8) months after commencement. An industrial waste container (or other alternative method of containing and controlling construction debris acceptable to the Architectural Control Board) shall be used during all construction, and builders constructing homes in the Subdivision shall be responsible for frequently policing all construction debris associated with their construction activities, and shall be responsible for any damage to other property within the Subdivision caused by that builder, and subcontractors, agents or the like.

**Section 19 – Filling.** No Lot shall be increased in size by filling any wetlands, body of water, creek or any waterway located thereon or on which it may abut without both appropriate governmental permits (if required) and prior written approval of the Architectural Control Board.

**Section 20 – Compliance with 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, shall be complied with.

**Section 21 – Water.** In the interest of public health and sanitation and in order to insure that the Subdivision and all other land in the same locality may be benefited by a decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system or device, of any refuse, sewage, or other material which might tend to pollute.

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

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

**Section 24 – Variances.** The Architectural Control Board shall have the authority to waive in writing violations of any of the provisions of this Declaration and/or grant deviations or variances (including setbacks) where it is demonstrated by the Owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located and the Subdivision as a whole. Neither the

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Declarant, the Architectural Control Board, nor any of its members shall in any way or manner be held liable to any Owner, or any other person or entity for its reasonable exercise of the discretionary authorities conferred by this Section.

**Section 25 – Maintenance.** All Owners shall keep their Lots/Commercial Parcel and any improvements thereon (including sod and landscaping), as well as any adjacent land areas in the road right-of-way between the Lot/Commercial Parcel line and the curb of the road, and as well as any easement areas which have a common boundary with such Lot/Commercial Parcel, neatly, diligently and properly maintained and sanitary at all time. Failure to provide such maintenance shall be ground for suit by any other property Owner in the Subdivision, the Declarant, the Architectural Control Board, the Association and/or appropriate governmental agencies.

**Section 26 – General Utility Easement.** A general utility easement five (5) feet in width along all side and rear Lot lines of each Lot for purposes of installation and maintenance of public utilities and/or drainage facilities is hereby reserved. Within such easements, no structures, fences, planting or other materials of a permanent nature shall be placed or permitted to remain which may inhibit access and/or use thereof by applicable utility companies, governmental authorities, and/or Declarant which may damage or interfere with the installation and maintenance of such utilities, and/or facilities which may change the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through any such drainage channels. The easement area of each Lot and all improvements within same shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. In the event any such easements provided for herein are less than that indicated upon the Plat, the easements reflected upon the Plat shall govern. The Architectural Control Board may, upon such showing as it determines appropriate and by an instrument recorded in the public records of Escambia County, Florida, release all or a part of such easement from encumbering all or part of any Lot(s).

**Section 27 – Model Home.** Notwithstanding any other provision herein contained to the contrary, it is contemplated (and authorization is hereby provided) that the Declarant may authorize, upon such terms and conditions as it deems appropriate, Owners who are regularly engaged in the business of constructing residences for sale with the Subdivision to temporarily use an approved trailer for a construction and/or sales office, to construct a model(s), sales center(s), and/or other construction and/or sales office(s), and to erect appropriate signage throughout the Subdivision to promote their construction and sales activities.

**Section 28 – Access.** In order to allow the connection of roads in the Subdivision within adjoining property (whether owned by Declarant or otherwise), or to otherwise provide access to adjoining property (whether owned by Declarant or otherwise), Declarant, its successors and assigns, may (but are not obligated) at any time, and from time to time, construct (or authorize to be constructed) a road, either temporary or permanent, and either to be privately maintained or to be dedicated to a governmental body for maintenance thereof, upon any Lot.

**Section 29 – Stormwater Drainage.** In order to avoid undue and harmful flow of surface water drainage to adjacent and down stream property, in undertaking any improvements to a Lot, and in maintaining same, all Owners shall: (a) abide by the Master Stormwater Drainage Plan for

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the Subdivision; and (b) shall maintain any and all swales, drainage easements, conduits and facilities constructed upon their Lots which are consistent with and/or implement such master Stormwater Drainage Plan (or which is otherwise consistent with good surface water drainage practices for the Subdivision). No Owner shall change the natural contours of any Lot causing undue and/or harmful flow of surface water drainage to adjacent and down stream Owners. In order to facilitate natural surface water drainage, builders within the Subdivision may be required to contour each Lot to provide a continuous drainage pattern from Lot to Lot within the Subdivision, consistent with the Master Stormwater Drainage Plan. These drainage patterns shall not be altered by Lot Owners. Lot Owners shall be required to maintain all such drainage patterns as initially constructed by builders.

**Section 30 – Trees.** It is recognized that trees are important environmental and ecological resources and that trees, in general, contribute to the aesthetic and economic value of residential neighborhoods. Accordingly, Owners are encouraged to preserve trees, except where it shall interfere with construction of the residential structure or other improvements upon a lot which has been approved by the Architectural Control Board.

**Section 31 – Septic Tanks.** Declarant has constructed and otherwise provided for disposal of sanitary sewage within the Subdivision by extending the Emerald Coast Utility Authority central sanitary sewage collection system throughout the Subdivision. Accordingly, the use of septic tanks on any Lot, even temporarily, is prohibited (except for use in conjunction with any temporary sales center authorized by Declarant or the Architectural Control Board).

**Section 32 – Basketball Goals.** Architectural Control Board approval is required for all basketball goals and backboards. Backboard and support structure must be clear or neutral colored or painted the house field and trim colors, unless otherwise approved by the Architectural Control Board. Garage mounted backboards in the front yard may not project more than two (2) feet from the front of the garage. Rims and nets on all types of basketball units must be maintained in a neat and clean appearance. The Owner must make every reasonable effort to locate goals and backboards such that they are not visible from the street or any adjoining Lots. Temporary basketball backboards also are acceptable but must be placed in such a manner that they are not placed in, or adjacent to, streets, and must be stored out of sight of the street and adjoining Lots when not being actively used for play.

## ARTICLE V – ASSESSMENTS

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

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**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvements, 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 Subdivision. The Association shall have the obligation to maintain all Common Areas (including, without limiting the generality of the foregoing, any and all roads, curbs, "Green Spaces" (as denominated as such on the Plat), easements, drainage facilities, landscaping, drainage structures, holding and retention ponds, subdivision fencing, park furniture, entry gate, lighting, 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 determine in good faith are necessary and adequate to make periodic repairs and capital improvements to any Common Areas.

**Section 3. Annual Assessments.** Prior to January 1, 2008, the maximum annual assessment shall not exceed \$800 per Lot. The Commercial parcel's annual assessment will be three times the per Lot assessment amount. Prior to January 1, 2008, the Commercial Parcel's maximum annual assessment shall not exceed \$2,400. If the Commercial Parcel is subdivided then each portion will be responsible for equal shares of the overall assessment amount, regardless of the division arrangement.

- A. From and after January 1, 2008, the maximum annual assessment may be increased each year not more than 10% above the potential maximum assessment from the previous year without a vote of the membership.
- B. From and after January 1, 2008, the maximum annual assessment may be increased above 10% of the previous year's 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 and appropriate insurance policy premiums upon any common Area, and no limitation above shall every prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and insurance premium.

**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 (or for the Commercial Parcel, three times the per lot special assessment amount) applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, improvement, management, care or maintenance upon any Common Areas, any property owned by the Association or in which it has an interest, or any public or private property adjoining or in the same general locality as the Subdivision, including fixtures and personal property related thereto, provided that any such special assessment shall have the assent of sixty percent (60%) of

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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 fifty percent (50%) 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 Period and Due Dates.** The annual assessment shall be assessed on a calendar year basis and is due and payable on such date(s) 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/Commercial Parcel in advance of each annual assessment period (except for the initial year of assessment, when the Board of Directors of the Association may fix the amount of the initial year's annual assessment at any time prior to December 1, of that year). 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, but may, 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/Commercial Parcel 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/Commercial Parcel is binding upon the Association as of the date of its issuance.

**Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.** Any annual or special assessment not paid within thirty (30) days after the due date(s) 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

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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/Commercial Parcel.

**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/Commercial Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot/Commercial Parcel pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish transfer. No such sale or transfer shall relieve such Lot/Commercial Parcel 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 Control Board sent United States Mail, postage prepaid) to maintain a Lot/Commercial Parcel 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 Control Board, 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/Commercial Parcel 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/Commercial Parcel, shall be a continuing lien on the Lot/Commercial Parcel and shall also be the personal obligation of the Owner of such Lot/Commercial Parcel 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 provision:

- A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon any Common Areas;
- B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy the Common Areas or any part thereof for any period during which any assessment against 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 such



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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 case 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.

**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 organization, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies.
- B. Declarant does hereby grant a nonexclusive perpetual easement and right-of-ingress and egress across and to all road right-of-ways within the Subdivision to all public utilities to provide utility services to the Lots within the Subdivision, including, without limitation, the Emerald Coast Authority, BellSouth, Gulf Power Company, Bright House Network and Energy Services of Pensacola. The easement rights hereby granted to such utilities are for purposes of installing, constructing, maintaining, repairing, improving and the like lines, pipes, wires, transformers, valves, meters and the like which are appropriate or necessary to properly provide such utility service, underground, to Lots within the Subdivision and to the

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Commercial Parcel located in the front of the Subdivision. Although the road right-of-ways within Subdivision will be, at least initially, private (that is, not dedicated for use to the general public), in exercising their easement rights hereby granted, all such utilities shall do so in accordance with the rules, regulations and guidelines imposed by Escambia County generally upon such utility companies relating to such matters in public road right-of-ways.

- C. 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 – GENERAL PROVISIONS**

**Section 1 – Enforcement.** The Declarant, the Architectural Control Board, the Association, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provision of this Declaration. Failure by the Declarant, the Architectural Control Board, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Owner, person or entity, unless expressly provided otherwise in this Declaration, 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 herein contained by judgment or court order shall in no way affect any other provision 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 by, through and under them until January 1, 2030, unless amended by an instrument signed by two-thirds (2/3) of the Lot Owners. After January 1, 2030, 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 five (5) years after date hereof if doing so is necessary or advisable to:

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- A. Accommodate FHA, VA, Fannie Mae, Freddie Mac or the like 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
- C. To 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 – Non-liability.** Neither the Declarant nor the Architectural Control Board, nor any of its members, 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 by any Owner (other than itself), of the restrictions, conditions, covenants, reservations, liens or charges herein contained.

**Section 5 – Miscellany.** Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow 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.

**Section 6 – Maintenance of Retention Pond Area, Leisure Trails and Parks.** The Association shall be responsible for the maintenance, care and upkeep of all streets within the Subdivision, all "Private Retention Pond Areas" (as designated as such on the Plat), all common areas (as designated as such on the Plat), and any leisure trails and parks, until such time, if at all, as any of same are conveyed to, and accepted by, Escambia County for maintenance.

**IN WITNESS WHEREOF**, the undersigned, pursuant to due and proper authorization, have caused this instrument to be executed on the dates indicated but to be effective June 30, 2007.

Dated: June 29, 2007

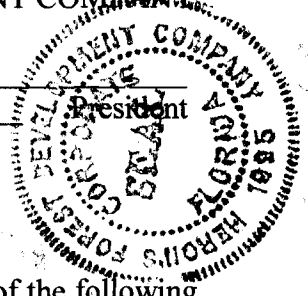
Signed, sealed and delivered in the presence of:

*[Signature]*  
(Print Name: Jennifer D. King)

Dick Baker  
(Print Name: Dick Baker)

HERON'S FOREST DEVELOPMENT COMPANY

By: *[Signature]*  
President



As of date of execution hereof, Heron's Forest Development Company is Owner of the following lots in Keystone, a Planned Unit Development Subdivision according to Plat thereof recorded in Plat Book 18, Pages 43, 43A and 43B, of the public records of Escambia County, Florida: Lots 1, 2, 11, 15-32 and 35-49, Block A; 1-7, Block B; 5, 6 and 9, Block C; 1 and 5, Block D.

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Signed, sealed and delivered in the presence of:

[Signature]  
(Print Name: Tobbie Barnes)

[Signature]  
(Print Name: Jennifer S. Rife)

RICKY WIGGINS BUILDERS, INC.

By: [Signature]  
Ricky Wiggins President

As of date of execution hereof, Ricky Wiggins Builders, Inc. is Owner of the following lots in Keystone, a Planned Unit Development Subdivision according to Plat thereof recorded in Plat Book 18, Pages 43, 43A and 43B, of the public records of Escambia County, Florida: Lots 3 and 6, Block A; 2, 3 and 10, Block C; 3 and 4, Block D.

Signed, sealed and delivered in the presence of:

[Signature]  
(Print Name: Tanice L. Fickman Denton)

[Signature]  
(Print Name: Jennifer S. Rife)

CHB OF NORTHWEST FLORIDA, INC.

By: [Signature]  
Martha Portier President

As of date of execution hereof, CHB of Northwest Florida, Inc. is Owner of the following lots in Keystone, a Planned Unit Development Subdivision according to Plat thereof recorded in Plat Book 18, Pages 43, 43A and 43B, of the public records of Escambia County, Florida: Lots 4, 10, 12 and 13, Block A; 1, 4, 7, 8 and 11, Block C; and 2, Block D.

Signed, sealed and delivered in the presence of:

[Signature]  
(Print Name: Tanice L. Fickman Denton)

[Signature]  
(Print Name: Jennifer S. Rife)

CELEBRITY HOME BUILDERS, INC.

By: [Signature]  
MARIE PORTIER President

As of date of execution hereof, Celebrity Home Builders, Inc. is Owner of the following lots in Keystone, a Planned Unit Development Subdivision according to Plat thereof recorded in Plat Book 18, Pages 43, 43A and 43B, of the public records of Escambia County, Florida: Lots 5, 7, 8, 9 and 14, Block A.

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Signed, sealed and delivered in

the presence of:

*Bobbie Barnes*  
(Print Name: Bobbie Barnes)

*Ernest C. Skinner*  
Ernest C. Skinner

*Elizabeth Raby*  
(Print Name: Elizabeth Raby)

*Jane V. Skinner*  
Jane V. Skinner

As of date of execution hereof, Ernest C. and Jane V. Skinner are Owners of the Lot 33, Block A in Keystone, a Planned Unit Development Subdivision according to Plat thereof recorded in Plat Book 18, Pages 43, 43A and 43B, of the public records of Escambia County, Florida.

Signed, sealed and delivered in

the presence of:

*Jennifer D. Kirby*  
(Print Name: Jennifer D. Kirby)

*Curtis Wiggins*  
Curtis Wiggins

*Dick Baker*  
(Print Name: Dick Baker)

As of date of execution hereof, Curtis Wiggins is Owner of the Lot 34, Block A in Keystone, a Planned Unit Development Subdivision according to Plat thereof recorded in Plat Book 18, Pages 43, 43A and 43B, of the public records of Escambia County, Florida.

**JOINDER BY MORTGAGEE**

THE UNDERSIGNED, having an interest in mortgages and/or other security instruments encumbering Lots in the Subdivision, does hereby join in this "Amended and Restated Declaration of Covenants, Conditions and Restriction for Keystone," 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.

Dated: June 29, 2007

Whitney National Bank,  
A Florida Corporation

Signed, sealed and delivered

in the presence of:

*Jennifer D. Kirby*  
(Print Name: Jennifer D. Kirby)

By: *Robert C. Maloy*  
Robert C. Maloy, Vice President

*Dick Baker*  
(Print Name: Dick Baker)

Prepared by:  
Garrett W. Walton, P.O. Box 12358, Pensacola, FL 32591

After recording, return to: Heron's Forest Development Company, P.O. Box 12358, Pensacola, FL 32591