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STATE OF FLORIDA
COUNTY OF ESCAMBIA

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on November 18th, 1986, by CHARLES DARRELL GOODEN and DON C. PAEDAE, hereinafter referred to as “Declarants”

WITNESSETH:

Declarants are the owners of certain real property in Escambia County, Florida, described more particularly as follows:

Real property in Escambia County, Florida,
which described in the attached Exhibit A,
which is incorporated herein by reference.

NOW, THEREFORE, Declarants hereby declare that their ownership of the properties listed 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 aforesaid ownership in 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 COPPER FOREST ESTATES HOMEOWNERS’ ASSOCIATION, INC., a Florida non-profit corporation. This is the Declaration of the Covenants and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference. Copies of the Articles and By-Laws are attached hereto and are made a part hereof.

Section 2: “Common Area” or “Areas held in Common” shall mean all areas within Copper Forest Estates as described more particularly above, not included in numbered lots or not otherwise designated. Common Areas shall include the wetlands and all components of the storm water management system. All improvements on Common Areas shall be deemed to be a part of the Common Areas. The Common Areas are intended to be devoted to the common use and enjoyment of the members of the Association.

Section 3; “Declarants” shall mean and refer to Charles Darrell Gooden and Don C. Paedae, their heirs, successors and assigns.

Section 4: “Lot” shall mean and refer to all of those lots shown on the recorded subdivision plat of COPPER FOREST ESTATES.

Section 5: “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2: Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

ARTICLE III.

ARCHITECTURAL CONTROL

No structure or other improvement shall be erected, altered or placed on any Lot in the subdivision until design, location, plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of such structure or improvement have been approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by a majority vote of the Board of Directors of the Association, or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated Architectural Review Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IV.

USE RESTRICTIONS

Section 1: All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind of character. No structure shall be erected, altered, or placed or permitted to remain on any residential Lot other than one single family dwelling structure not exceeding two stories with a private 2-car garage attached to the main structure or a detached garage in conformity with architectural design of the residential structure, with a servant's room, tool room and/or laundry room attached to the same.

Section 2: No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback lines, if any shown on the recorded plat of the subdivision. In any event, no building shall be located on any residential building lot nearer than 25 feet to the front lot line nor nearer than 8 feet to any side street line, nor nearer to any inside lot line than 10% of the lot width at the building setback line.

Section 3: No residential structure shall be erected or placed on any building plot plan which has an area of less than 9,000 square feet of a width of less than 50 feet at the front building setback line, provided, however, that any Lot shown as such on the recorded plat approved by the proper authorities shall be deemed to comply with this restriction notwithstanding that it does not meet the foregoing requirements of this paragraph as to size.

Section 4: No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5: No trailer, basement, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 6: No one-story dwelling having a floor area of less than 1,600 square feet (exclusive of garages, porches or carports) shall be constructed upon any of the property above described. In addition, any dwelling constructed within the subdivision shall be required to have a 2-car garage, which floor area shall not be

included in the area to be computed as the minimum floor area restriction contained herein.

Section 7: No fence of any description shall be erected nearer to the front lot line than the rear of the house on that lot. No fence shall be erected on any side street any closer than the side street setback line. This restriction does not apply to the growing hedge or fence not over approximately 3 feet high.

Section 8: No person shall have, keep or maintain on any lot any fowl or animals, domestic or otherwise, except cats or dogs. Dogs and cats shall not be kept in any such numbers as to constitute an inconvenience or annoyance to other owners in the subdivision.

Section 9: Outside clotheslines or other items detrimental to the appearance of the subdivision shall not be permitted on any of the lots.

Section 10: Any provision of law, or of these covenants and restrictions to the contrary notwithstanding, under no circumstances shall a violation of these restrictions or covenants be deemed or construed to result in a forfeiture or reversion of fee simple title to the property upon which said violation or breach has occurred.

Section 11: No outside antennas, poles, masts, towers, satellite receiving dishes or the like (except commonly utilized house mounted television antennas) shall be erected on any Lot, nor shall any above-ground swimming pool having a diameter of greater than 6 feet, be located or maintained upon any lot contained within the property described herein.

Section 12: Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailer, motor homes, recreational vehicles, truck, vans, and such other vehicles shall not be parked anywhere, temporarily or permanently, 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 13: THE COPPER FOREST ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, shall specifically operate and maintain a storm water management systems as permitted by the Florida Department of Environmental Regulation, including all lakes, retention area, filters, culverts, and related appurtenances. If THE COPPER FOREST ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, is dissolved, the property consisting of the storm water management systems shall be conveyed to an appropriate agency or local government. If the conveyance is not accepted, then the storm water management system must then be dedicated to a similar non-profit corporation. With respect to the storm water management system, the following restrictions and covenants shall apply: (a) it is the responsibility of the Homeowners' Association to operate and maintain the storm water management system; (b) the storm water management system shall be owned by THE COPPER FOREST ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation; (d) any amendment which would affect the storm water management system, including the water management portions of the common areas, must have the prior approval of the Florida Department of Environmental Regulation, any other provision with respect to amendment of these Declarations and Covenants to the contrary notwithstanding.

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 to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fee, 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

attorney's 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 any public property adjacent to or in the vicinity of the Lots. The Association shall have the obligation maintain the Common Area and shall pay all ad valorem real property taxes assessed upon it. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the private roads or other Common Areas.

Section 3: Annual Assessment. Until January 1, 1987, the maximum annual assessment shall be \$10.00.

- (a) From and after January 1, 1987, the maximum annual assessment may be increased each year not more than 10% above the potential maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1988 the maximum annual assessment may be increased above 10% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot 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 real 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 Assessment for Capital Improvements. 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, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association, or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 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: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3. (b) and 4. of this Article shall be sent by United States mail, postage prepaid, to all Owners (as of 30 days prior to date of mailing of such notice) not less than 15 days or more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 1/3 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 7. 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 at least 30 days in advance of each annual assessment period (except for the year 198 when the Board of Directors of the Association may fix the amount of the 198 assessment at any time prior to October 1, 198). 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, Florida, 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 the status of assessments on a lot is binding upon the association as the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 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 9. Subordination of Assessment Lien to First Mortgages. The lien of the assessment 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 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 of from the lien thereof.

Section 10. Maintenance. In the event an Owner shall fail (after 30 days written notice from the Association, 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, the Association may, after approval of 2/3 of its Board of Directors, 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 Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 30 days after written demand therefore), as well as reasonable attorney's 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 such Owner at the time such maintenance is performed.

ARTICLE VI.

COMMON AREAS

Section 1. Grant/Reservation of Easements.

- A. Declarant does hereby grant a non-exclusive perpetual easement and right of ingress and egress across, under and to all Common

Areas unto each and all law enforcements, 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, or who provide public or private utility services.

- B. Declarant, for himself, his successors and assigns, does hereby reserve a non-exclusive perpetual easement and right of ingress and egress across, under and to all Common Areas for purposes of construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Lots within THE COPPER FOREST ESTATES.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. The Association, the Declarant, 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 Association, the Declarant, 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. If any Court proceedings are required for the successful enforcement of any condition, restriction, or covenant herein contained (due to its violation or breach), or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or Association who initiates such successful judicial proceedings for the enforcement of said condition, restriction, covenant or lien.

Section 2. Invalidation of any one of the covenants 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. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, shall be deemed to be 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 for a period of 25 years from the date this restated Declaration is recorded, unless amended by and instrument signed by 2/3 of the then Lot Owners. After the initial 25 year term, this Declaration shall be automatically extended for successive periods of 5 years, unless amended by and instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, Declarant reserves the right unto himself to amend this Declaration at any time within two years after date hereof if so doing is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Escambia County, Florida.

Section 4. Providing: (1) same is first approved by a majority vote of the Owners who are voting in person or by proxy at a meeting duly called for that purpose, or by the Board of Directors of the Association; and (2) Declarant pays to the Association an amount equal to the then applicable annual assessment times the number of Lots and/or building sites proposed to be annexed (unless a lesser amount is agreed to by the Association), additional residential property (either single residential detached and /or multi-family) and Common Areas may be annexed by Declarants, whereupon the Owners of such addition property shall thereupon, and thereafter have the same rights, privileges and benefits, including, but not limited to, the right to use the Common Areas, and be subject to the same responsibilities and obligations (with the exception of ARTICLE IV. Which shall not apply to any multi-family building sites), as if such annexed Lot and/or building sites (and the Owners of same) were originally described herein, unless otherwise agreed between Declarant and the Association at the time of the annexation.

Section 5. Neither the Association nor the Declarant shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.

Section 6. Any single violation of any use restrictions 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 of forfeiture of title.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals, this the date and year first written above.

CHARLES DARRELL GOODEN

DON C. PAEDAE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 19th day of November, 1986, by Charles Darrell Gooden.

Notary Public
My Commission expires 12/26/89

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 19th day of November, 1986, by Don C. Paedae.

Notary Public
My Commission expires 12/26/89

This instrument prepared by: Kenneth Riddlehoover, Atty.
103 N. DeVilliers St. Pensacola, FL.

EXHIBIT A

TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
THE COPPER FOREST ESTATES HOMEOWNER'S ASSOCIATION, INC.

DESCRIPTION: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 37, T-1-N, R-31-W, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00 54 07 WEST ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 1336.88 FEET TO THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION AND POINT OF BEGINNING; THENCE NORTH 90 00 00 WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 982.95 FEET; THENCE NORTH 00 38 59 WEST FOR A DISTANCE OF 1336.50 FEET; THENCE NORTH 89 58 47 EAST FOR A DISTANCE OF 977.16 FEET TO A CONCRETE MONUMENT ON THE EAST LINE OF SAID SECTION; THENCE SOUTH 00 54 07 EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1015.88 FEET; THENCE NORTH 89 40 13 EAST FOR A DISTANCE OF 319.39 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PINE FOREST ROAD (100' R/W); THENCE SOUTH 07 09 33 WEST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 326.03 FEET; THENCE NORTH 89 50 47 WEST FOR A DISTANCE OF 273.65 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 37 AND 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 32.26 ACRES.

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FL. ON JAN 9, 4:39 P.M., 1987. IN BOOK 2335, PAGE 157. JOE A. FLOWERS, COMPTROLLER, ESCAMBIA COUNTY