

Prepared by:  
John "Jay" A. Fraiser, Esq.  
Moorhead Law Group, PLLC  
127 Palafox Place, Suite 200  
Pensacola, FL 32502

**CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COPPER FOREST ESTATES**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE COPPER FOREST ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), by and through its undersigned officer, certifies that:

RECITALS:

WHEREAS, the Declaration of Conditions, Covenants and Restrictions was recorded on January 9, 1987, in Official Records Book 2335, at Page 157 of the public records of Escambia County, Florida (the "**Original Declaration**");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was recorded on August 5, 1987, in Official Records Book 2436, at Page 970 of the public records of Escambia County, Florida, incorporating the Declaration by reference and thereby imposing the Declaration upon Copper Forest Estates First Addition (the "**First Addition to the Original Declaration**");

WHEREAS, the Declaration of Conditions, Covenants and Restrictions for Copper Forest Estates was revitalized and recorded on November 27, 2024, in Official Records Book 9238, at Page 1600 of the public records of Escambia County, Florida (the "**Declaration**");

WHEREAS, in accordance with Article VII, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by a simple majority of the then Lot Owners (as defined in the Declaration); and

WHEREAS, a duly noticed meeting of the Lot Owners was held on the 12<sup>th</sup> day of January, 2026, at which not less than a majority of the then Lot Owners was received in accordance with Article VII, Section 3 of the Declaration, approving this First Amendment to the Declaration.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

**Article III of the Declaration of the Association is hereby amended to read as follows:**

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~~ The Architectural Review Committee, composed of three or more representatives appointed by the Board, shall review the plans and make a recommendation regarding approval of such plans but the final decision will remain with the Board. In the event there is not an Architectural Review Committee in place, plans shall be submitted directly to the Board for review. 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, Section 1 of the Declaration of the Association is hereby amended to read as follows:**

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 incompatible with single-family residential use that would generate on-site customers. No signs or advertisements of any kind promoting an Owner's business or services shall be displayed to general view on any Lot (whether freestanding, attached to a building or displayed in a window). Notwithstanding the foregoing, work-from-home occupations will be permitted as long as all business operations are located inside of the dwelling and do not violate any of the above criteria. No structure shall be erected, altered 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. Entire dwellings located on any Lot may be leased by an Owner for residential purposes only. However, any dwelling on any Lot shall be rented or leased for a period of not less than six (6) consecutive months. Further, the rental of any Accessory Dwelling Units (ADUs) must comply with these same restrictions. ADUs are defined as being any: (i) detached and independent dwelling unit, (ii) containing its own interior space for living, including a kitchen and bathroom, (iii) that is accessible without going through the main dwelling, (iv) is permanently affixed to the land, and (v) functions as a self-sustaining dwelling unit. Rental of any portion or portions of less than the entire dwelling on any Lot to any third-party or invitee shall be strictly prohibited. Any Owner who leases their dwelling shall be responsible for the acts of their tenants, including, without limitation, for the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. The Association may levy reasonable fines against a unit for the failure of the Owner, or the Owner's occupant, licensee, or invitee, to comply with this or any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine may exceed Two Hundred and Fifty and No/100 Dollars (\$250.00) per violation. However, a fine may be levied on the basis of each day of a continuing violation provided that no such fine shall in the aggregate exceed Five Thousand and No/100 Dollars (\$5,000.00). No fine may be levied except after

giving reasonable notice and opportunity for a hearing to the Property Owner in accordance with Florida statutory law.

**Article IV, Section 7 of the Declaration of the Association is hereby amended to read as follows:**

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 without Board approval. No fence shall be erected on any side street any closer than the side street setback line. This restriction does not apply to a growing hedge or fence not approximately 3 feet high. No existing fence shall be replaced with a different type of material than previously used or moved to a new location without Board approval. No chain link fence or other metal-type material shall be used. Any newly constructed fence must receive approval by the board. No fence shall be more than 6 feet in height.

**Article IV, Section 9 of the Declaration of the Association is hereby amended to read as follows:**

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

**Article IV, Section 11 of the Declaration of the Association is hereby amended to read as follows:**

Section 11: No outside antennas, poles (except a flag pole with Board approval), masts, towers, ~~satellite receiving dishes or the like (except commonly utilized house mounted television antennas)~~ shall be erected on any Lot, ~~not 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.

**Article IV, Section 12 of the Declaration of the Association is hereby amended to read as follows:**

Section 12: Off-the-road vehicles, non-operational vehicles jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, ~~trucks, vans~~, and such other vehicles shall not be parked anywhere, ~~temporarily or permanently~~, except in garages, ~~carports or otherwise enclosed or camouflaged~~ or camouflaged behind a fence, so as not to be detrimental to the appearance of the property from any lot line.

**Article IV, Section 13 of the Declaration of the Association is hereby amended to read as follows:**

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; (c) 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. Escambia County shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system shall mean the exercise of practices that allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the appropriate governmental authorities. Escambia County and other appropriate governmental authorities shall have the right to enforce, by proceedings at law or in equity, the provisions contained in the Declaration that relate to the maintenance, operation, and repair of the stormwater management system. Any amendment to the Declaration that would alter the stormwater management system, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior approval of the Northwest Florida Water Management District or other applicable governmental authorities.

**Article V, Section 1 of the Declaration of the Association is hereby amended to read as follows:**

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 any late fees, interest, costs and reasonable attorney's fees, 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 any lates fees, 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.

**Article V, Section 2 of the Declaration of the Association is hereby amended to read as follows:**

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 real property owned by the Association or any public property adjacent to or in the vicinity of the Lots. The Association shall have the obligation to 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.

**Article V, Section 7 of the Declaration of the Association is hereby amended to read as follows:**

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 1987 when the Board of Directors of the Association may fix the amount of the 1987 assessment at any time prior to October 1, 1987). 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 of the date of its issuance.

**Article V, Section 8 of the Declaration of the Association is hereby amended to read as follows:**

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association. Any annual or special assessment not paid when due shall be delinquent. If delinquent assessments are not paid within 30 days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of Twenty-Five and no/100 Dollars (\$25.00) may be levied, shall bear together with interest at the rate of ten (10%) per annum beginning from the due date until paid in full at the highest legal rate. The Association may, after first giving 10 days' written notice to the holder of any first mortgage, bring 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 the Owner's Lot.

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing First Amendment to the Declaration was duly adopted and that the Association has caused this Amendment to be executed by its President, this 5 day of FEBRUARY, 2026.

*[END OF TEXT. SIGNATURE PAGE TO FOLLOW]*

WITNESSES:

**COPPER FOREST ESTATES  
HOMEOWNERS' ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

Signed, sealed and delivered  
in the presence of:

*Beth Friedrich*  
Print Name: 127 Palafox Pl, Ste. 200  
Address: Pensacola, FL 32502  
Beth Friedrich

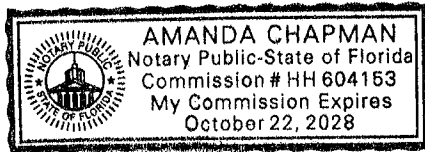
*Sophie Day*  
Print Name: Sophie Day  
Address: 127 Palafox Pl Ste 200  
Pensacola FL 32502

By: *GMS*  
Print Name: GARY M Summit  
Its: President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization on this 4 day of FEBRUARY, 2026, by  
GARY M Summit, as President Copper Forest Estates Homeowners'  
Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who  is  
personally known to me or  has produced \_\_\_\_\_, as identification.

[SEAL]



*Amanda Chapman*  
NOTARY PUBLIC  
Print Name: Amanda Chapman