

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HERON BAYOU HOMEOWNER'S ASSOCIATION, INC.,
a NATURE PRESERVE COMMUNITY,
a SUBDIVISION

This Declaration is amended effective this 16th day of November 2024.
Witnesseth:

Whereas The Association is the Owner of certain property in Escambia County, Florida, which is described in the Declaration of Covenants, Conditions and Restrictions, and

Whereas the Declaration of Covenants, Conditions and Restrictions for Heron Bayou Homeowner's Association is recorded in **Official Record Book 5902, Page 1538** of the public records of Escambia County, Florida, and

Whereas The Association desires to and does hereby set forth Heron Bayou Homeowner's Association, a Nature Preserve Community, a Subdivision, Amended Declaration of Covenants, Conditions and Restrictions, and

NOW THEREFORE, the Declaration is hereby amended as follows:

ARTICLE I.
DEFINITIONS

Section 1. "Homeowner's Association" or "Association" shall refer to Heron Bayou Homeowner's Association, INC., a Nature Preserve Community, a Florida corporation, not for profit corporation and is responsible for the operation of the community subdivision in which the voting membership is made up of Parcel Owners or their agents, or a combination thereof, and of which membership is a mandatory condition of Parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the Parcel. The term "Homeowner's Association" does not include a community development district or other similar special taxing district created pursuant to the statute.

Section 2. "Parcel Owner" means the record owner of legal title to a Parcel.

Section 3. "Parcel" means a platted or unplatted lot tract, unit, or other subdivision of real property within a community, as described in the Declaration:

1. Which is capable of separate conveyance; and
2. Of which the Parcel Owner, or an Association in which the Parcel Owner must be a member, is obligated:
 - a. By the governing document to be a member of the Association that serves the community; and
 - b. To pay, to the Homeowner's Association, assessments, that, if not paid, may result in a lien of the Parcel.

Section 4. "Common Area" shall mean all real property within a community which is owned or leased by the Association for the common use and enjoyment of the owners, the use of which is dedicated to the Association or its members, by a record plat, or real property committed by a Declaration of Covenants to be leased or conveyed to the Association. The Common Area to be owned by the Association is as follows:

1. The private streets designated on the Plat of Heron Bayou, a Nature Preserve Community, a Subdivision, as Wild Heron Way, Upper Heron (as far as the 3 point turn around), Heron Inlet and any medians.
2. The Common Area called Parcel K, on the Plat adjacent to Parcels 23 & 24, which shall contain the pool, baths, shower, and parking.
3. The Retention Area called Parcel A on the Plat adjacent to Parcel K.
4. The Common Area called Parcel D on the Plat adjacent to Parcels 1-7 which is a private drainage easement.
5. The Common Area called Parcel J on the Plat adjacent to Parcels 14-17, which is a private retention area.
6. The Common Area called Parcel L on the Plat adjacent to Parcel J, which is a lift station utility easement.
7. All access, utility, drainage, screening, and non-access easements as shown on the Plat included within the scope of this conveyance is the maintenance of the roadway along Lillian Hwy for the entire length of the subdivision and from the fence line to the roadway.
8. The Common Area shown on the Plat as Parcel B which is the entry gate signage, walls, and fencing.

Section 5. "Assessment" or "Amenity Fee" means a sum or sums of money payable to the Association, which if not paid by the Parcel Owner, can result in a lien against the Parcel.

Section 6. "Fine" shall mean and refer to monetary remuneration to the Association by an individual member due to an infraction of the Parcel Owner's responsibilities as detailed in the governing documents of the Association.

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the Parcels as otherwise authorized in this Declaration, together with payments or obligations to reserve account.

Section 8. "Plat" shall mean and refer to the Plat of Heron Bayou Homeowner's Association, a Nature Preserve Community, a Subdivision, as recorded in the public records of Escambia County, Florida.

Section 9. "Administrative Late Fee" shall mean and refer to a fee charged for being past the due date for payment of an assessment. The fee shall be set at \$25.

Section 10. "Declaration" or "Declaration of Covenants" means a recorded written instrument or instruments in the nature of covenants running with the land which subject the land comprising the community to the jurisdiction and control of an association or associations in which the owners of the Parcels, or their association representatives, must be members.

Section 11. "Governing Documents" shall mean the recorded declaration of covenants for a community and all duly adopted and recorded amendments, supplements, rules and regulations, and

recorded exhibits thereto; and the articles of incorporation and bylaws of homeowner's association and duly adopted amendments thereto.

ARTICLE II.

RIGHTS OF PARCEL OWNERS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Parcel Owner, subject to assessments as provided in Article IV, shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to or leasehold interest in every Parcel.

Section 2. Title to Common Areas. The Association retains the legal rights to the Common Areas. The Association is to maintain the Common Areas.

Section 3. Use of Common Areas for Recreation, Utilities, Roadways, and Drainage. The Common Areas may be used for recreation, utilities, roadways, and drainage from the Parcels and other adjacent property, as well as for open space, rights of ingress and egress and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Areas which might impair or interfere with the drainage, percolation, or temporary retention of storm water runoff of the Parcels or other adjacent property.

1. As provided above, the Association shall have the obligation to maintain the Common Areas for recreation, utility, roadway, and drainage purposes and each member of the Association shall be required to make monthly payments of the assessments established by the Association in order to meet the financial obligation.
2. In the event the Association is dissolved or otherwise ceases to exist, then the Association shall have the right to assign, transfer, and deliver over to a governmental authority or any other like organization the powers reserved in this Declaration to the Association. However, the local government authority and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment of this Declaration shall be subject to the following:

1. The right of the Association, in accordance with its Articles and By-Laws, to borrow money and to mortgage the Common Area properties for the purpose of improving the Common Areas. In the event of a default upon any such mortgage, the lender's right hereunder shall be limited to a right, after taking possession of such properties, to charge other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, at which time the possession of the properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.
2. The right of the Association, as provided in the Articles, By-Laws, and Rules and Regulations to suspend the enjoyment and voting rights of any Member for any period during which any assessment remains unpaid, and for any period during which any assessment remains unpaid, and for any period not to exceed ninety (90) days for any such infraction of its published rules and regulations.
3. The drainage, percolation, and temporary retention of storm water runoff uses of the Common Areas referred to in Section 3 of his Article, and elsewhere herein, and

4. The right of the Association to dedicate or transfer all or any part of the common Areas to any public agency, authority, or utility, subject to the acceptance of such dedication or transfer by the public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or any determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of Members at least thirty (30) days in advance setting forth the purpose of the meeting, a majority vote of the Members who voted in person or by proxy was obtained, agreeing to and approving such dedication or transfer.

Section 5. Utility Easements. There is reserved unto the Association, the right to grant easements for the installation and maintenance of public utilities on the Common Areas in addition to those already reserved. No such grant shall require the removal or relation of any improvements existing on the Common Areas on the date of the grant.

Section 6. Permits and License. The Association has the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 7. Access Easements. The access and utility easements as shown on the Plat shall be part of the Common Area.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.

Section 2. Voting. Each Parcel Owner is entitled to one vote per Parcel.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, for each Parcel sold with the Heron Bayou subdivision, hereby covenants and each Parcel Owner of any 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) monthly assessment or charge, and (b) special assessments for capital improvements, such assessments to be established and collected as provided below. The monthly and special assessments together with interest, administrative late fee, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with interest, administrative late fees, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Parcel Owner of such Parcel at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of that Parcel Owner unless assumed expressly by them, except as provided in Section 9 below.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the acquisition, improvement, construction, management,

care and maintenance of any Common Area, any Parcel 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 Parcel. The Association shall have the obligation to maintain all Common Areas (including, without limiting the generality of the foregoing, any and all roads, curbs, easements, drainage facilities, landscaping, drainage structures, holding and retention ponds, subdivision fencing, entry gate, swimming pool, bathhouse, parking lot, and other improvements shown on the plat), and shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and capital improvements to any Common Areas.

Section 3. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments shall commence upon the closing of the sale of a Parcel in the subdivision. The monthly assessments shall be payable monthly on the first of each month. Pro rata monthly assessments shall be paid by each Parcel purchaser at the closing of their purchase. The due date of any special assessment under Section 5 below shall be fixed in the resolution authorizing such assessment.

Section 4. Maximum Monthly Assessments. The monthly assessments for the operation of the Association shall be as follows as of the recording date of this Amended and Restated Declaration:

Per Parcel: \$1080 per year per Parcel (\$90.00 per month)

The assessments are subject to proration as provided in Section 3 of this Article and are subject to increase or decrease in subsequent years as provided below.

The monthly assessment may be adjusted by vote of the membership, as provided below, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year, or, at the discretion of the Board of Directors, the monthly assessment may be increased annually, provided that such increase shall not be in excess of fifteen percent (15%) above the assessment for the previous year without the approval of a majority of the membership. An Administrative Late Fee, \$25, will be applied if payment is received after the 15th of the month.

Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent on the total overdue balance per annum, and the Association may bring an action at law against the Parcel Owner personally obligated to pay the same or foreclose the lien against the property, and interest, Administrative Late Fee, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Section 5. Special Assessments for Capital Improvements. In addition to the monthly assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common Areas including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a *majority* of the vote of the Members who are *voting in person or by proxy* at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Board may define payment terms for Special Assessments and the Board must provide pertinent information related to the need for the assessment and potential alternatives or consequences if the assessment is not approved by the membership.

Section 6. Change in Maximum of Monthly Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum of the assessments fixed by Section 4 above prospectively for any such period, provided that any such change shall have fifty percent plus one (50% + 1) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Member at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Quorum for Any Action Authorized under Sections 5 and 6. The quorum required for any action authorized by Sections 5 and 6 above shall be a fifty percent plus one (50% + 1) vote of members present in person or by a properly executed proxy. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6 and the required quorum at any such subsequent meeting shall be three quarters (3/4) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Parcel Owner. Written notice of the assessment shall be sent to every Parcel Owner subject to that assessment.

The Association shall, upon demand at any time, furnish to any Parcel Owner liable for said assessment a certificate in writing by an officer of the Association setting forth whether said assessment has been paid. Such a certificate shall be conclusive evidence of payment of any assessment stated in that certificate to have been paid.

Section 9. Effect of Nonpayment of Assessment. The Personal Obligation of the Parcel Owner: The Lien: Remedies of Association. If any assessment is not paid on the date when due (being the dates specified in Section 3 above) then such assessment shall become delinquent and shall, together with such interest, Administrative Late Fee thereon and cost of collection thereof as provided below, become a continuing lien on the Parcel which shall bind such Parcel in the hand of the then Parcel Owner, their heirs, devisees, personal representatives and assigns. Each Parcel Owner agrees that it shall be liable for and promptly paid when due to the Association all monthly assessments and special assessments. In the event that an owner fails to make payment when due, the Association shall have the right to record a lien against the owner's Parcel in the form of a statement signed by the President or Vice-President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Parcel Owner shall pay interest on the amount owed at the highest rate permitted by law (18%), Administrative Late Fee, and all court costs and attorney's fees incurred in collection, as well as all fees incurred in foreclosure of such lien. The personal obligation of the then Parcel Owner to pay a such assessment, however, shall remain their personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law (18%) and the Association may bring an action at law against the Parcel Owner personally obligated to pay the same or to foreclose the lien against the Parcel and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest and Administrative Late Fee on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action, including those costs and fees incurred on appeal.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel 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 Parcel from liability for any assessments thereafter coming due or from the lien thereof.

Section 11. Maintenance. In the event a Parcel Owner shall fail after fifteen (15) days written notice from the Association sent by United States mail or authorized email, to maintain a Parcel or to maintain improvements situated thereon in a neat, clean, and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Association shall have the right to recoup the cost of such maintenance, together with interest at the maximum rate then allowed by law (18%) (if not paid within fifteen (15) days after written demand therefore), Administrative Late Fee, as well as reasonable legal fees and costs, shall be a charge on the Parcel, shall be a continuing lien on the Parcel and shall also be the personal obligation of the Parcel Owner of such 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 V.

COMMON AREAS MAINTENANCE AND PROPERTY MAINTENANCE

Section 1. Common Areas Maintenance. Common Areas Maintenance may include, but is not necessarily limited to the following items:

1. Operating and maintaining the Common Area for the benefit of the Parcel Owner(s).
2. Fixing and collecting assessments (or charges) to be levied against the Parcels.
3. Enforcing any and all covenants, conditions, and restrictions and agreements applicable to the Common Areas.
4. Paying taxes and insurance on the Common Areas and facilities.
5. Maintaining unkempt lands or vegetation located within or upon the Common Areas.
6. Maintaining the grounds of the Common Areas and of the right-of-way between the Subdivision and Lillian Hwy, including mowing, fertilizing, insecticides, etc.
7. Cleaning and maintaining parking areas, where applicable.
8. Removing waste from the Common Areas.
9. Maintaining perimeter walls and fences.
10. Paying the utility costs for the Common Areas, including water, sewer, and electricity.
11. Paying for other miscellaneous services which may be required, such as exterminating service, security gate system maintenance.
12. Maintaining a reserve for future maintenance and repairs.
13. Maintaining the private streets, roads, curbs.
14. Maintaining security gate, common area landscaping and landscaping along Lillian Hwy right-of-way (also known as Hwy 98).
15. Maintaining the swimming pool and pool deck, bathrooms, and shower
16. Removing all "invasive exotic" plants from all Common Areas.
17. Insofar as permitted by law, doing any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Parcels.

Section 2. Stormwater Retention/Detention Pond Maintenance and Vegetated Natural Buffers.

In order to ensure proper functioning of the retention ponds on the above referenced project, continuous maintenance of the storm system on the site is required. The following is a list that will be performed to ensure proper operation of the storm system:

1. The stormwater system shall be maintained by the Homeowner's Association.
2. Retention Pond Area. All side slopes shall be mowed at least three times per year. During mowing operations, the depressed areas will be inspected for bare spots and erosion damage. Any bare spots greater than three square feet will be seeded and/or sodded to replace grass cover. In case of erosion damage where underlying soil is missing, the soil shall be replaced and the area brought back to original grade prior to grassing. Silt and debris shall be cleared from the retention ponds monthly, as necessary.
3. Drainage Piping. Piping shall be cleared of silt and debris on a regular basis to ensure proper drainage. The piping system shall be inspected on a regular basis and any damaged portions shall be repaired.
4. Sand Filter. The PVC cleanout shall be checked a minimum of every 6 months to ensure that there is no infiltration of sand into the sock pipe. The surface of the filter material shall be lightly scraped when the filter becomes blinded or covered in silt.

Section 3. Parcel Maintenance. The Parcel Owner is responsible for maintenance and upkeep of their property, which shall include cutting, edging, fertilizing, pest control, and other regular routine lawn care. The Association has a reasonable right of entry upon any Parcel to make emergency repairs and to do other work reasonably necessary to the property maintenance and operation of Common Areas, including the maintenance of the perimeter fencing. See Article IV, Section 11; and Article VIII, Sections 1 and 7, of this Declaration, for further clarification.

****Lawn grass growth is not to be taller than 6 inches. ****

ARTICLE VI. ARCHITECTURAL GUIDELINES

Section 1. Architectural Guidelines Manual. The restrictions and guidelines of construction and improvements of Parcels within the Heron Bayou Homeowner's Association, INC., a Nature Preserve Community, a Subdivision, are contained in the Architectural Guidelines Manual. The manual is on file with the Secretary of the Association and by reference incorporated herein (hereinafter referred to as "Architectural Guidelines." Per Florida Statutes Section 720.3035, Hurricane Protection has been added to the Architectural Guidelines Manual as an amendment to protect the health, safety, and welfare of the HOA to ensure uniformity and consistency in the hurricane protection installed by Parcel Owners.

Section 2. Review by Heron Bayou Architectural Review Board-(HBARB). The HBARB in its review of all proposed construction, modifications, or alterations of existing structures, shall be guided by the Architectural Guidelines and the following standards of review:

1. Architectural Control. No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon the Parcels, nor shall any exterior addition to or change or alteration therein, including patio covers, be made, nor any front lawn landscaping done, until the plans (including landscape, fencing, and irrigation plans), drawn to appropriate scale and specifications showing the nature, kind, shape, height, material and location

of the same including exterior finish and color scheme, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the HBARB, in accordance with the Architectural Guidelines. No permanently attached basketball backboards on any outside structure visible from the road.

2. The Review Process. The Heron Bayou Architectural Review Board (HBARB) exists to review all buildings and related improvements proposed for construction at Heron Bayou, a Nature Preserve Community Subdivision and to encourage high quality architectural design. The review process has been set up to establish a systematic and uniform review of proposed construction. All submittals to the HBARB for residential construction are recommended to be made by an Architect registered in the State of Florida, or by a well-recognized and well-qualified residential designer. Though the HBARB serves to enforce the covenants and the Architectural Guidelines, it does not wish to stifle the creativity of the Architect, Residential Designer, or Parcel Owner. The HBARB, however, through its architectural review process may disapprove any proposed construction for purely aesthetic reasons, where in its sole judgment such action is required to protect the beauty and harmony of the development. The HBARB retains subjective judgment authority to approve and disapprove plans. Subjective judgment does not imply unreasonable judgment and approval of plans shall not be unreasonably withheld; however, the HBARB shall retain absolute judgment authority in every event and in all circumstances.

The members of the HBARB shall not be entitled to any compensation for services performed pursuant to this Declaration; provided, however, that the Architectural Review Board shall have to charge a fee for review of plans and specifications, and any inspections during construction submitted in accordance with this Article. Any such fee may be used by the HBARB to reimburse it for its out-of-pocket expenses including employment of any professional advisors and for any inspections during construction.

The HBARB shall, from time to time, promulgate "Architectural Guidelines" and prospective owners should inquire of same by contacting the Secretary of the Association.

3. Site Design Standards and Criteria. No residential structure shall be erected on any building Parcel in the subdivision which does not conform to the setbacks as designated in the Surveyor's Notes on the Plat for Heron Bayou Homeowner's Association, INC., a Nature Preserve Community, a Subdivision, except as otherwise shown on the Plat. Minor variances to the foregoing setback limitations may be granted by a written waiver executed by the HBARB, provided any such minor variance does not conflict with any building or zoning code or ordinance. As an example, saving a tree is considered a valid request for a waiver.
No permanently attached basketball backboards on any outside structure visible from the road.
4. As of the date of this document, all home improvements (awnings, patios, decks, sheds, fences, etc.) are approved. All such home improvements are required to be maintained in working order and not allowed to deteriorate by neglect of maintenance. Any change or improvement going forward is required to be submitted to the HBARB for approval.

ARTICLE VII. GENERAL RESTRICTIONS

Section 1. Residential Use. The Parcels may be used for residential dwelling units and for no other purpose.

Section 2. Vehicles to be Garaged. No trailer, camper/RV, boat, boat trailer, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus, other than state registered operating passenger automobiles, state registered operating passenger trucks, and state registered operating vans shall be parked in any driveway or on any Parcel in the Subdivision except in a garage.

Exception: Parcel Owners may park their RV, Boat, or a trailer (not commercial) in their driveway not to exceed 10 calendar days per month.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Parcel at any time as a residence, either temporarily or permanently, except as required during construction of any dwelling, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed or permitted to remain on any Parcel.

Section 4. Activities Prohibited. No noxious or offensive activity shall be carried on upon any Parcel. Nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood, nor shall any Parcel be used for the purpose for carrying on a trade, profession, business or public amusement, except that an office may be maintained in a home so long as there are no signs visible to the street, no regular customers or client traffic, and no more than two automobiles parked on the premise for business purposes at any time.

Section 5. Clotheslines. Will be permitted in the backyard of a Parcel as long as they are not visible from the street.

Section 6. Animals, Pets. No animals of any kind shall be bred for any commercial purposes or kept on any Parcel. Dogs, cats, or other customary household pets may be kept provided that they are duly licensed, if applicable. All dogs shall be kept on a leash when outdoors and shall not be permitted to run at large. Any waste excreted by any pet anywhere within the Subdivision, including the Common Areas and right-way of Lillian Hwy, shall immediately be removed by that pet's owner or guardian. When any such authorized pets are beyond the boundaries of the owner's Parcel, the owner shall be responsible for prompt clean up and sanitary disposition of any solid pet excrement.

Section 7. Dumping. No Parcels shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Parcel except one sign of reasonable size advertising the Parcel for sale or rent, or used by a builder to advertise the Parcel during construction and sales period may be used.

Section 9. Electric Service, Antennas. All electric and telephone service lines, all cablevision and wiring for any building erected on a Parcel shall be underground. No conventional television, no satellite dishes larger than eighteen inches (18") in diameter or shortwave antennas shall be permitted.

Section 10. Minerals, Oil, Gas. No exploration or drilling for oil, gas, or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Parcel.

Section 11. Water, Sanitation. All laws of the State of Florida, the County of Escambia and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply and sanitation are incorporated herein and made a part hereof. All potable water service to the Parcel shall be supplied by means of the public water supply providing service to the Parcel. Wells may be used for irrigation purposes.

Section 12. Pollution Avoidance. In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may be benefitted by a decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife, other public uses of storm drainage facilities, no owner or occupant of any Parcel in the Subdivision shall use such Parcel for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewage, or other material which might tend to pollute said water.

Section 13. Noise Control. No radio, stereo, or other device transmitting sound, live or recorded, or any noise from any other source, shall be played or created in any loud manner. Loud manner is defined as any decibel level which could be an annoyance to neighboring Parcel. Quiet hours in the neighborhood are from 11pm to 7am. The only exceptions are New Year's Eve, New Year's Day, and the 4th of July.

Section 14. Energy Devices. The installation and/or addition of solar panels, windmills, or other forms of energy-generating equipment are subject to the approval of the HBARB under the procedures established in Article VI above.

Section 15. Tidiness During Construction. During construction of a dwelling or other improvements upon a Parcel, the owner shall be required to maintain the Parcel in a clean condition and providing for trash and rubbish receptacles and disposal. All main structures constructed upon the Parcel shall be completed within one (1) year after commencement of construction, unless waived in writing by the HBARB. The HBARB may, at their option, establish reasonable hours for construction activities so as to result in minimal disturbance to owners of land adjacent to the Parcel. Any damage to common areas, including but not limited to the streets, resulting from construction activities shall immediately be repaired by the owner who is responsible for said damage. Construction debris shall not be permitted to remain upon any Parcel.

Section 16. Premises Damaged by Fire, Other Hazards. In the event of damage or destruction by fire or other casualty to any improvements located upon the Parcel, the owner of such improvements shall either clear the Parcel of such destroyed improvements within a reasonable time not to exceed sixty (60) days or repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, with a reasonable time not to exceed one (1) year and in accordance with the provisions of these covenants. In the event the owner elects to rebuild, all debris must be removed and the Parcel restored to an orderly condition within sixty (60) days of such damage or destruction. Any repairs or reconstruction shall be subject to the approval of the HBARB in accordance with the Architectural Guidelines.

Section 17. Completion of Construction. Following completion of construction, an owner of a Parcel may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof or exterior appearance of their dwelling including driveways and parking areas and including the installation of window air conditioners, nor make any additions to the exterior of their dwelling inconsistent with this document without the prior

written approval of the HBARB, except that an owner shall replace broken windows and doors with windows and doors of the same style and equal or better quality as originally installed as part of the construction. No garage shall be permanently enclosed or converted to another use without written approval of the HBARB.

Section 18. Storm Water Runoff Areas. Previous areas for percolation of storm water runoff from roofs, drives, patios, courtyards, etc., shall be maintained on each Parcel by each Parcel Owner. Swales between Parcels and adjacent to the street shall be cut, trimmed, and kept clear of debris at all times to provide for maximum percolation.

Section 19. Use of Common Area Pool. Except for service animals, no pets of any kind will be allowed in the pool area for any reason whatsoever. The pool area is defined as the pool, pool apron, pool deck, landscaping, all area within the fencing surrounding the pool. Rules for use of the Heron Bayou Homeowner's Association, INC., a Nature Preserve Community, a Subdivision pool as required by the regulatory authorities and as may be adopted from time to time by the Association shall be posted in the pool area. These rules and regulations shall be enforceable in accordance with the provision of Article VIII, Section 1 hereof. The pool is for the use and enjoyment of owners and their guests. Owners will be responsible for their guests and for cleaning up and removing trash, debris, closing the umbrellas, returning chairs to appropriate place, closing the bathroom doors, etc., after each use of the pool and restrooms so that subsequent visitors to the pool may expect to find the facilities in a condition of cleanliness. Children under the age of twelve (12) years old must always be supervised by an adult.

Section 20. Leasing. Entire dwellings located on any Parcel may be leased by an Owner for residential purposes only. However, any dwelling on any Parcel shall be rented or leased for a period of not less than a six (6) consecutive month period. Further, rental of any portion or portions of less than the entire dwelling on any Parcel to any third-party or invitee shall be strictly prohibited. Any Owner who leases his dwelling shall be responsible for the acts of his tenants, including, without limitation, for the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. The Association shall have the ability to fine any Owner in accordance with Florida Statutes for violation of the restrictions contained in this provision. In addition, the Parcel Owner must check the National Sex Offenders Register at: NSPOW.Gov. A Parcel Owner may not lease or rent to a sexual offender who is on the national registry.

Section 21. Lawn Maintenance. The Parcel Owner is responsible for maintenance and upkeep of their Parcel, which shall include cutting, edging, fertilizing, pest control, and other regular routine lawn care. Lawn growth is not to exceed 6 inches. The Association has a reasonable right to entry upon any Parcel to make emergency repairs and to do other work reasonably necessary to the maintenance and operation of the Common Areas, including maintenance of the perimeter fencing. See Article IV, Section 11; and Article VIII, Sections 1 and 7, of this Declaration, for further clarification.

Section 22. Street Parking. No street parking is permitted from sunset to sunrise to allow for easy access for emergency vehicles. Short-term/guest parking is available at the pool parking lot. Visitors should not park directly across from driveways or in any way impede any Parcel Owner from entering or leaving their Property.

Section 23. Speed Limit. Speed Limit on all Association roads is 15 MPH.

Section 24. Trash Cans. Trash cans (trash and/or recycle) are not to be placed curbside prior to 5 PM the evening before pickup and are to be retrieved prior to midnight the day of pickup.

Section 25. Fences. Are to be constructed of wood or vinyl and are not to exceed six (6) feet in height. Fences are not to extend past the front of the structure and are not to include the garage or front porch extensions. An eight (8) foot fence along Hwy 98 in the front of the Subdivision is allowed.

Section 26. Community Yard/Garage Sale. The Homeowner's Association will sponsor twice yearly yard/garage sales, during the fall and spring. Other yard/garage sales are prohibited.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Violation and Enforcement. Violation of any covenant, restriction or reservation shall give the Association the right to enter the Parcel where such violation exists summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as a trespass. See Article IV, Section 11; and Article VIII, Sections 1 and 7, of this Declaration, for further clarification.

If an owner, tenant, or occupant of this Subdivision shall violate any of these covenant, restrictions and reservations while in force and effect, it shall be lawful for the Association, or any other person having any ownership interest in any other Parcel in the Subdivision, to prosecute by proceeding at law or in equity against any person violating or attempting to violate such covenants, restrictions and reservations and either to prevent them from doing so or to recover damages for such violation. In the event the Association, or any other owner shall commence any proceeding to enforce these covenants, conditions and restrictions or be required to defend any such suit regarding such covenants, conditions and restrictions and prevail in any such obligation regarding the enforcement or upholding of such covenants, conditions, and restrictions. Then in such event, the non-prevailing party shall be responsible to pay the prevailing party a reasonable attorney's fee and costs for the bringing or defending of such action, including those fees and costs incurred on appeal, where suit be brought or not.

Violations of HOA rules, covenants, conditions, restrictions can result in the following:

- 1st offense-written warning and specific action required to cure the violation.
- 2nd offense-written notification of a \$25 fine and specific action required to cure the violation.
- 3rd offense-written notification of a \$25 fine and specific action required to cure the violation.

The procedure for the board of directors to follow prior to any decision is found in Florida Statutes Section 720.305

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may

be amended by an instrument signed by Parcel Owners of not less than fifty-one (51) percent of the votes of the Parcel Owners.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Parcels, with the consent of fifty-one (51) percent of the votes of the Parcel Owners.

Section 5. Waiver. The Board of Directors of this Association is granted the right to waive minor violations of this Declaration, upon determination by the Board of Directors of the Association that the violation waived is minor and does not adversely affect the value of the Parcels in the remainder of the subdivision. Any such waiver shall not constitute a future or continuing waiver of any other such violation.

Section 6. Violation not Forfeiture. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture of title.

Section 7. Complaint Process. To lodge a complaint to the Board of Directors, the following process should be taken:

1. Send an email to the Board of Directors email account: HeronBayou.HOA@Gmail.com describing the situation, the parties involved, or the address involved. This email account is only seen by the board members.
2. The Board of Directors will determine if the complaint is valid and worthy of action. If it is, they will put the item on the agenda of the next Board of Directors meeting and let the complainant and any other involved parties know about the date and place of the next meeting.
3. The item will be discussed in a civil manner at the meeting and the Board of Directors will decide if action should be taken on the complaint. The target of the complaint can take positive steps to resolve the issue prior to the meeting and show good faith to the Association by doing so.
4. Complaints can and will be discussed in the normal daily life of any neighborhood, but the above process is the only legitimate process by which a complaint will be acted upon by the Association. It is important that neighbors do not disturb the peace of their neighbors who are on the board of directors by phone, notes, or house visits to lodge a complaint.

Section 8. Governing Documents. In case of any conflict between the Heron Bayou Homeowner's Association Governing Documents and Florida Statute 720, Florida Statute 720 shall control.

IN WITNESS WHEREOF, we, being all of the Board of Directors of Heron Bayou Homeowner's Association, INC., have hereunto set our hands this 22 day of NOVEMBER, 2024.

Sign

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Heron Bayou Homeowner's Association, Inc. a Florida corporation, and,

That the foregoing Declaration of Covenants, Conditions, Restrictions constitute the Amended and Restated Declaration of Covenants, Conditions, Restriction of said Association, as adopted at a meeting of the Members of thereof, held on this 16th day of November, 2024.

Jason Thibodeaux, Secretary