

Recorded in Public Records 11/14/2024 3:48 PM OR Book 9232 Page 978,  
Instrument #2024086857, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$537.00

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS**

**OF**

**Eagle Pointe**

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this  
"Declaration") is made this 26 day of August, 2024 by SNS Klondike, LLC, a Florida  
limited liability company ("Declarant"), whose address is 120 E. Main Street, Suite A, Pensacola,  
Florida 32502.

**WITNESSETH:**

WHEREAS, on 11/14/2024, 2024 Declarant recorded in Plat Book 20, Page  
98 of the Public Records of Escambia County, Florida, a subdivision plat for Eagle Pointe  
(the "Plat") pertaining to certain real property owned by Declarant in Escambia County, Florida,  
as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the  
provisions hereof, all of the Land (hereinafter defined) shall be held, sold and conveyed subject to  
the restrictions, covenants and conditions contained herein for the purposes of protecting the value  
and desirability of, and which shall run with, the Land and be binding on all parties having any  
right, title or interest in the Land or any part thereof, their heirs, successors and assigns, and shall  
inure to the benefit of the Declarant, the Association and each Owner of any Lot.

**ARTICLE ONE**

**GENERAL PROVISIONS**

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Lots  
and the Common Area shall be in accordance with the provisions and restrictions of this  
Declaration, all of which are to be construed as restrictive covenants and/or easements, as  
applicable, running with the land and with the title to each and every Lot and shall be binding upon  
all Owners and other persons having interests therein and upon their heirs, personal  
representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Act" means Chapter 720, Florida Statutes, as amended from time to time.
- (b) "Additional Property" shall have the meaning given to such term in Section 9.02 hereof.
- (c) "Architectural Review Committee" shall refer to and mean the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (d) "Articles of Incorporation" shall mean the Articles of Incorporation of Eagle Pointe of Pensacola Homeowner's Association, Inc., a Florida non-profit corporation, as filed in the records of the Florida Department of State, Division of Corporations, as the same may hereafter be amended, altered or repealed from time to time. A copy of the initial Articles of Incorporation is attached hereto as Exhibit "B".
- (e) "Association" shall mean Eagle Pointe of Pensacola Homeowner's Association, Inc., a Florida non-profit corporation.
- (f) "Board" or "Board of Directors" shall refer to the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (g) "Builder" means DSLD Homes (Florida), LLC.
- (h) "Bylaws" shall mean the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time. A copy of the initial Bylaws is attached hereto as Exhibit "C".
- (i) "Common Area" shall mean the lands designated, respectively, as " Parcel B Common Area-& Mail Kiosk (Private)," and "Sign Easement (Private)" (but excluding the land designated as "Parcel A Stormwater Pond (Public)", "Camphor Road (50' Public Right of Way)", "Drainage and Access Easement (Public)", "20' Drainage Easement (Public)" on the Plat), and all other land, if any, within the Subdivision which is dedicated for use or maintenance by the Association or its members, in all cases regardless of whether title thereto has been conveyed to the Association.
- (j) "County" shall mean Escambia County, Florida.
- (k) "Land" shall mean all of land described in Exhibit "A" attached hereto and incorporated herein by reference, including without limitation the Lots and Parcel 'B' (Common Area & Mail Kiosk) as shown on the Plat, collectively, plus any

Additional Property made subject to the Declaration in accordance with Section 9.02 hereof.

- (l) "Declarant" shall mean SNS Klondike, LLC, a Florida limited liability company, its successors and assigns which expressly are assigned the Declarant's rights, and assume the Declarant's obligations, as "Declarant" hereunder.
- (m) "House" or "Home" shall mean and refer to any single-family residential dwelling unit situated upon a Lot.
- (n) "Lot" shall mean and refer to any numbered lot shown on the Plat.
- (o) "Member" shall mean and refer to every person or entity who is a member of the Association.
- (p) "NFWWMD" means Northwest Florida Water Management District.
- (q) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (r) "Plat" means that certain recorded plat of the Subdivision referenced in the recital hereinabove, and shall also include any replats, additional plats or plats of real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 9.02 hereof.
- (s) "Permit" shall mean the [Eagle Pointe Phase I Environmental Resource Permit], or other permits issued for the Stormwater Management System by the NFWWMD and attached hereto as Exhibit D. Copies of the Permit and any future permit actions of the NFWWMD shall be maintained by the County.
- (t) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (u) "Stormwater Management System" shall mean a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, including all Vegetative Natural Buffer as defined in Part V, Section 11 of Environmental Resource Permit Applicant's Handbook, Volume II, and incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. The Stormwater Management System shall be maintained by the County.
- (v) "Stormwater Management Facility" shall mean, collectively, the lands designated on the Plat as drainage easements and detention pond areas.

- (w) "Subdivision" shall mean Eagle Pointe, being the subdivision as shown on the Plat, plus any Additional Property made subject to this Declaration in accordance with the terms of Section 9.02 hereof.
- (x) "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records of the County which subjects Additional Property to this Declaration or creates additional classes of members, and which may provide, expressly or by reference, additional restrictions, exceptions and/or obligations on the property described in such instrument. The Declarant may unilaterally and prior to Turnover by Supplemental Declaration, add Additional Property or additional classes of membership with such rights, privileges, and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.
- (y) "Turnover" shall mean the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of the County, or (ii) three (3) months after ninety percent (90%) of the Lots in all phases that will ultimately be operated by the Association have been conveyed by Declarant to Owners (other than the Builder); provided, however, this event shall be deemed not to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

## ARTICLE TWO

### COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Area for its intended purpose, and such easement shall be appurtenant to and pass with the title to each Lot. Notwithstanding the foregoing, no Owner or Member shall have the right of use or enjoyment

of any private drainage easement which is not on such Owner's Lot and no Owner or Member shall have the right of use or enjoyment of the signage easement.

2.03 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes. This restrictive covenant shall run with each Lot and shall exist for the benefit of, and shall be binding upon, the Owners and their respective heirs, successors and assigns.

2.04 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.05 Easements and Buffer Strips.

- (a) Easements and Buffer Strips. All public areas, easements, buffer and landscape buffer strips shown on the Plat are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements, buffer and landscape buffer strips.
- (b) Structures. No dwelling unit, house, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations for their respective intended purposes, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.
- (c) Drainage. Fences or other structures shall not be installed in Drainage/ Access Easements (Public or Private). These easements shall be accessible at all times. No Owner shall permit any blockage, construction or landscaping to impede the follow of drainage upon any drainage easement or drainage swale. If a drainage swale is on an Owner's Lot, such Owner is required to maintain any portion of the drainage swale that is on the Owner's Lot. There are ten foot (10') private drainage easements along each of the Lot property lines, being five feet (5') on each Lot. Declarant hereby reserves to the Association a right of entry on and across all retention swales and/or private drainage easements for purposes of improving and/or maintaining these areas in the event of a drainage issue caused by the failure to repair and/or other negligence of the Owner of the Lot upon which the drainage issue is occurring. The cost incurred by the Association to rectify drainage issues

within the private drainage easements shall be assessed against the negligent Lot Owner(s).

2.06 Control of Common Area. The Association may, upon approval of the Members, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least 75% of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the foregoing property. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

2.09 Right to Transfer. The Association shall have the right to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfers shall be effective unless an instrument signed by the Members entitled to cast sixty seven percent (67%) 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 Member not less than (30) days and no more than sixty (60) in advance of such dedication or transfer.

2.10 Suspension from Common Area. In accordance with Chapter 720, Florida Statutes, the Association shall have the right to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities, if any, situated upon the Common Area for any period during which any assessment against an Owner's Lot remains unpaid or any violation of the provisions of this Declaration remain uncured by the Owner, but in no event shall the suspension of voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the

Common Area exceed sixty (60) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.

### **ARTICLE THREE**

#### **ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

3.01 **The Association.** The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 **Membership.** Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 **Voting.** Voting by Owners shall be in accordance with the Articles of Incorporation and the Bylaws.

3.04 **Assignment.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

3.05 **Reserve Fund.** The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for common expenses.

3.06 **Delegation of Management Duties.** The Association, through its Board of Directors and in accordance with the authority granted to the Board in the Bylaws, may, but shall not be obligated to, contract for the management and maintenance of the Common Area with a licensed manager or a management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Area with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in Chapter 720, Florida Statutes, as amended from time to time.

### **ARTICLE FOUR**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

4.01 **Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot, hereby covenants, and each Owner of any Lot, regardless of how his or her title has been acquired, upon acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements to the Common Area, and (3) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and Governmental Assessments, together with interest, costs, an administrative late fee not to exceed the greater of \$25 or 5% of the amount of each installment that is paid past the due date, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title.

4.02 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping, structures, holding and retention ponds, and the like, whether denominated as such or otherwise, excluding, however, the Stormwater Management Facility and any drainage facilities and holding and retention ponds conveyed to and accepted by any public or quasi-public entity in accordance with this Declaration) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area.

4.03 **Annual Assessments.** To provide the total sum necessary for the insurance, Reserve Account and improvements within the Subdivision (the "Annual Budget"), each Member for each Lot owned shall pay a portion of the Annual Budget to the Association equal to the Annual Budget divided by the total number of Lots. The amount of assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual assessment period.

4.04 **Special Assessments for Capital Improvements Upon Common Area.** In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property



related thereto; provided, however, that the total of all such special assessments for any given calendar year shall not exceed \$500 per Lot, unless such special assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association. Notwithstanding the foregoing, before Turnover, the Board of Directors may not levy a special assessment unless a majority of Members, other than the Declarant, has approved the special assessment at a duly called special meeting.

4.05 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to a particular Lot upon conveyance of the Lot to any Owner who is not Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and one-fourth (1/4<sup>th</sup>) of any annual maintenance or other special assessment shall be due each calendar quarter. Within thirty (30) days after a written request, the Association shall, for a reasonable charge as established by the Board of Directors, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Declarant and Builder shall be exempt from any and all assessments.

4.06 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Florida. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any assessment within thirty (30) days of the applicable due date. Prior to such suspension, any Owners will be given 14 days' notice of the suspension and an opportunity for hearing, if required, pursuant to Florida law.

4.07 Subordination of the Lien to Mortgages. All sums assessed by the Association for common charges applicable to any Lot remaining unpaid will constitute a lien on the Lot prior to all other liens except, subject to Section 4.08 below, any amounts unpaid under first mortgages and trust deed instruments duly recorded in the public records prior to the Association's recording of a claim of lien in the public records. The lien of the Association is perfected upon recording a claim of lien in the Public Records of Escambia County, Florida, stating the description of the Lot, the name of the record owner, the name and address of the Association, the assessment amounts due and the due dates.

4.08 Acquisition of Lot at Foreclosure or Other Sale: Effect.

- (a) An Owner, regardless of how his or her title to a Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments, including any Governmental Assessment, which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous owner for all unpaid assessments, including any Governmental Assessment, that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner.
- (b) Notwithstanding any contrary provision in Section 4.07 or Section 4.08(a) above, a first mortgagee, or its successor or assignees as a subsequent holder of a first mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure shall be liable for payment of the unpaid assessments that became due before the mortgagee's acquisition of title, up to, but not exceeding, the lesser of:
  - 1. The Lot's unpaid common expenses and regular periodic or special assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
  - 2. One percent (1%) of the original mortgage debt.

The limitations set forth in subparagraphs 1 and 2 of this paragraph (b) shall apply only if the first mortgagee joined the Association as a defendant in the foreclosure action; otherwise, a first mortgagee's liability for unpaid assessments that became due before the mortgagee's acquisition of title shall not be limited by said subparagraphs 1 and 2. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

4.09 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if

any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

4.10 **Obligation for Assessments for Declarant and Builder.** Notwithstanding anything herein to the contrary, as long as Class B Membership exists, Declarant and/or Builder may elect not to pay the Assessments. If Declarant and/or Builder elect not to pay the Assessments, Declarant and/or Builder shall pay the deficit of the Association, if any, which is the difference of the actual operating expenses of the Association (but specifically not including an allocation of capital reserves) and the sum of annual, special, and specific assessments collected by the Association in any fiscal year ("Deficit Fund"). In the event Declarant and Builder both elect to Deficit Fund, Declarant and Builder shall divide the Deficit Fund on a proportional basis that is based on the number of Lots each one owns. Upon termination of Class B Membership or in the event Declarant or Builder voluntarily terminate this right to Deficit Fund, Declarant and/or Builder shall be obligated to pay Assessments in accordance with this Declaration.

## **ARTICLE FIVE**

### **MAINTENANCE AND REPAIR**

5.01 **Maintenance.** Subject to the terms of Section 2.05(c) with respect to private drainage easements, the Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. The Association shall not be liable for injury or damage to person or property: (x) caused by the elements or by an Owner or any other person; (y) resulting from rain or other surface water which may leak or flow from any portion of the Common Area; or (z) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Each Lot Owner shall maintain his or her respective Lot (including any portion of a private drainage easement located on such Lot) and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 **Failure to Maintain.** In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is

subject; provided, however, if a dispute arises concerning the foregoing between the Lot Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor and the Lot of such Owner.

## ARTICLE SIX

### ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted by a Lot Owner to and approved in writing as in harmony with this Declaration and the external design and location of the surrounding structures and topography by the Architectural Review Committee. Two (2) copies of the final building or construction plans, specifications, and plot plat showing the location of each building, structure, or improvement (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, a Lot Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration and of external design with the existing or planned structures in the Subdivision and as to location of the building, structure, or improvement with respect to topography and finished ground elevation. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Lot Owner. In the event the 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, approval shall be deemed automatically given. Builder shall have full architectural approval on all lots owned by Builder.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to ensure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, 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 injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

## ARTICLE SEVEN

### USE RESTRICTIONS

7.01 Residential Use. All Lots within the Subdivision shall be used, known and described only as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family residential dwelling and, if any, customary and usual accessory structures. No building or structure intended for or adapted to business purposes, shall be erected, placed permitted or maintained. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Subdivision. Notwithstanding the foregoing, Declarant, in its discretion, may allow one or more homebuilders to build, own and operate model homes in the Subdivision.

7.02 General Restrictions. Each Lot shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

- a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lots shall as the Architectural Review Committee may approve. All dwellings are approved for either a front and/or side entry garage.
- b. All dwellings and accessory structure shall be erected and maintained behind the building line shown on the Lot, or as otherwise approved by the Architectural Review Committee.
- c. No dwelling or accessory structure shall be erected or maintained nearer to the side line of any Lot as may be required by the Escambia County. Building setbacks are

not to exceed twenty (25') feet in the front and rear. On each side five feet or 10% of the lot width at the right of way line.

- d. The floor area (that enclosed for heating and/or air conditioning) of any living unit shall be not less than 1,350 square feet.
- e. All dwellings shall be constructed of approved material including stucco, brick, vinyl siding, hardy board, dimensional shingles, vinyl windows, vinyl fascia, vinyl soffit, vinyl porch ceilings, vinyl chimneys, and fiber glass doors, or such other materials as may be approved by the Architectural Review Committee. In no event shall any used building be moved onto any Lot.
- f. No dwelling, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan showing the proposed location of the same have been approved by the Declarant, or a representative designated by it. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs shall be of architectural shingles.
- g. Where a wall, fence, planter, hedge or other screening material is approved by the Architectural Review Committee, or a representative designated by it, the following shall apply. No wall, fence, planter, hedge or other screening material in excess of 2 ½" high shall be erected or maintained nearer to the front Lot line than the front building setback line, nor on the corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No rear or side fence, wall, hedge or other screening material shall be more than six (6') feet high. All fences shall be limited to rear yards only and constructed of wood.
- h. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed 2 ½ stories in height, and a private garage as provided below.
- i. Each living unit may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
- j. None of the Lots shall be subdivided into smaller Lots.
- k. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose nor allowed to roam freely throughout the subdivision.
- l. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

- m. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed six (6) square feet in size; provided that during construction a home builder may, with Declarant's prior written consent, erect and maintain reasonable promotional signage. Further, Declarant, may, in its discretion, allow one or more home builders to erect and maintain reasonable promotional signage at or near the entrance of the Subdivision. Builder shall be allowed to erect signage at Builder's sole discretion.
- n. Satellite dishes shall be installed in the rear only and any television dishes that are larger than 18 inches in diameter must not exceed fence height and shall be screened from street view.
- o. The garage door of any house or residence within the Subdivision may be front or side entry.
- p. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause this maintenance to be done at the expense of the property owner.
- q. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
- r. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.
- s. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon the Lot until the Owner is ready to commence improvement.
- t. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or completely screened behind a six-foot wooden privacy fence.
- u. All houses and structures permitted shall be completed within nine (9) months from date of commencement of construction and all temporary structures shall be removed unless otherwise extended by the Architectural Review Committee. No structure shall be occupied unless and until the premises are connected in a proper way with the public sewage system.
- v. Storage of commercial transport or delivery vehicles including, but not limited to, tractor trailers and heavy equipment are strictly prohibited. No vehicle of any size which transports inflammatory or explosive cargo may be kept, parked or stored.
- w. Each Lot on which a living unit is constructed shall have landscaping done in accordance with preliminary drawings to be approved by the Architectural Review Committee prior to beginning work. Landscaping of a Lot shall be completed

within ninety (90) days after the date on which the living unit is substantially complete and a certificate of occupancy is issued. Lot owners shall preserve, keep and maintain the landscaping, including all sodded areas, in a healthy and attractive condition.

- x. Each Lot owner shall mow and maintain the landscaping and vegetation on his Lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) day's prior written notices an owner shall fail to (1) control weeds, grass and/or other unsightly growth; (2) remove trash, rubble, building and construction debris; or (3) exercise reasonable care of conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lots for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot owner a reasonable fee for mowing and cleaning said Lot on each respective occasion of such mowing and cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lots at the time when the assessments occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.
- y. Each owner of any Lot or living unit shall have the duty and responsibility to keep his/her property including House and grounds in connection therewith and including any landscaped area located within the public street or right-of-way immediately adjacent to such property in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
  - i. Keeping all improvements, parking areas, driveways and roads in good repair.
  - ii. Repainting of Houses, where applicable.
  - iii. Repair of exterior damage to Houses.
  - iv. Keeping exterior lighting and mechanical facilities in good working order.
  - v. Keeping all lawn, garden and green areas alive and attractive properly mowed, trimmed, watered and fertilized; and free of weeds and vegetation destroying insects.
- z. All driveways shall be entirely of concrete and shall be paved before any living unit may be occupied.



- aa. No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any living unit.
- bb. On street parking is restricted to approved deliveries, pick-up or short-time guest and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Association. No overnight parking on streets is permitted.
- cc. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of the Association. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals) from view from neighboring property, living units, pathways, and streets. This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, mobile homes, and unmounted pick-up camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition, or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Association.
- dd. No owner shall permit anything or condition to exist upon any Lot, which shall induce, breed, or harbor plant disease or noxious insects.
- ee. A minimum roof pitch of 7/12 (7" rise per foot of run) shall be required on one story homes (excluding porches, patios and breezeways) and maintain a minimum roof pitch of 6/12 (6" rise per foot of run) shall be required on two story houses (excluding porches, patios, and breezeways) unless otherwise approved by the Architectural Review Committee.

7.03 Compliance with Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

## ARTICLE EIGHT

### ENFORCEMENT; DURATION; AMENDMENT

8.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/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 provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or 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.

8.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

8.03 Attorneys' Fees. 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 person or entity, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

8.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for twenty-five (25) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least seventy percent (70%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

8.05 No Additional Burden. No amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

8.06 Amendments. This Declaration may be amended by vote of the Members having seventy-five percent (75%) of the voting interests in the Association, or by a written interest signed by the same percentage of Members. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee.

8.07 Fines. Failure by an Owner, or by an Owner's tenant, guest or invitee, to comply with the terms of this Declaration, the Bylaws or with any rules and/or regulations as reasonably imposed by the Association shall result in a fine payable to the Association by the Owner of said

Lot in an amount not to exceed \$100.00 per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violations at least fifteen (15) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three (3) Members of the Association appointed by the Board of Directors, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee does not approve the proposed fine or suspension by majority vote, it may not be imposed. If the committee does approve the proposed fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner, and, if applicable, to any tenant, licensee, or invitee of the Owner. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This provision shall not apply to a violation which consists only of an Owner's failure to pay assessments when due.

#### **ARTICLE NINE**

##### **RESERVED DECLARANT RIGHTS**

9.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

All of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

9.02 Right to Add Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any real property adjacent to the Subdivision (the "Additional Property") subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be added. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until Turnover. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be added. Declarant's option to add any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be added in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the

Association or any Member (except for the consent rights granted in Section 9.05). Notwithstanding anything contained in this Section to the contrary, (i) no Additional Property shall be subject to this Declaration unless and until Declarant executes and records in the amendment to this Declaration affirmatively exercising Declarant's rights hereunder in the office in which this Declaration is recorded, and (ii) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right to alter, or otherwise replace terms contained in this Declaration with other terms and conditions pertaining to any Lots created out of such Additional Property.

9.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Lot Owner or any mortgagee of any Lot Owner. Such amendments shall comply with Section 720.3075(5) of the Act.

9.04 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

9.05 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly

insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

9.06 Damage and Destruction - Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

9.07 Damage and Destruction - Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction, or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be diligently and continuously pursued until full completion, but in no event shall completion of such repairs take longer than two hundred seventy (270) days from the date of such damage or destruction. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction. Upon demolition of all improvements on the Lot, the Owner shall ensure that the Lot does not become overgrown with weeds or other nuisance vegetation (as reasonably determined by the Association), shall maintain the Lot free and clear of all debris, and shall maintain the Lot in accordance with any written guidelines for the Subdivision established by the Architectural Review Committee.

9.08 Declarant Rights. All rights of Declarant under this Article shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

## ARTICLE TEN

### MISCELLANEOUS

10.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

10.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

10.03 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including without limitation fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

10.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

10.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

10.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in

writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1<sup>st</sup>) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

10.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

## ARTICLE ELEVEN

### STORMWATER MANAGEMENT

#### 11.01 Stormwater Management.

- (a) The Stormwater Management System shall be owned and maintained by the County.
- (b) No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities include, but are not limited to, digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in those areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from NFWFMD.
- (c) The Stormwater Management System shall be operated, maintained and managed consistent with the Permit, Florida Administrative Code (F.A.C.) and applicable NFWFMD rules.
- (d) NFWFMD has the right to take enforcement measures, including a civil action for injunction and/or penalties regarding the Stormwater Management System. The NFWFMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

BK: 9232 PG: 1001

- (e) Notwithstanding anything contained in this Declaration to the contrary, any amendment to this Declaration that alters the Stormwater Management System beyond maintenance in its original condition, must have the prior written approval of NFWFMD.
- (f) Each Owner, at the time of construction of their building or structure, shall comply with the construction plans for the Stormwater Management System approved and on file with NFWFMD.
- (g) No Owner may construct or maintain any building or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved Permit and Plat of the Subdivision, unless prior written approval is received from the NFWFMD and the County.
- (h) A copy of the Permit shall be maintained by the Association and its registered agent.

**[SIGNATURES ON FOLLOWING PAGE.]**



BK: 9232 PG: 1002

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

Witness: [Signature]  
Print Name: Blake McKinney

Witness: [Signature]  
Print Name: Sandra Marsh

**DECLARANT:**  
SNS Klondike, LLC,  
a Florida limited liability company

By: [Signature]  
Name: Radney Sutton  
Its: Manager

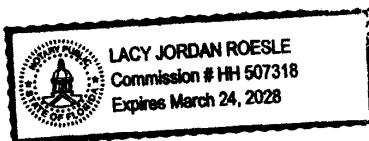
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26 day of August, 2024 by Radney Sutton as Manager of SNS Klondike, LLC, a Florida limited liability company, on behalf of said company. Said person is ( ) personally known to me or ( ) produced a current driver's license as identification.

[SEAL]

[Signature]  
Notary Public Signature

LACY Roesle  
Notary Public Printed Name



BK: 9232 PG: 1003

**EXHIBIT "A"****Legal Description of real property owned by Declarant**

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA; THENCE PROCEED SOUTH 03°32'58" WEST ALONG THE WEST LINE OF SAID SECTION 14 FOR A DISTANCE OF 2167.87 FEET; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 84°43'28" EAST FOR A DISTANCE OF 33.01 FEET TO THE EAST RIGHT-OF-WAY (R/W) LINE OF KLONDIKE ROAD (66' WIDE PUBLIC R/W) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST R/W LINE PROCEED SOUTH 84°43'28" EAST FOR A DISTANCE OF 627.33 FEET; THENCE PROCEED SOUTH 48°13'06" EAST FOR A DISTANCE OF 165.07 FEET; THENCE PROCEED SOUTH 35°10'43" EAST FOR A DISTANCE OF 23.46 FEET; THENCE PROCEED SOUTH 22°46'02" EAST FOR A DISTANCE OF 64.54 FEET; THENCE PROCEED SOUTH 12°14'03" EAST FOR A DISTANCE OF 76.44 FEET; THENCE PROCEED SOUTH 41°34'23" EAST FOR A DISTANCE OF 104.79 FEET; THENCE PROCEED SOUTH 41°13'28" WEST FOR A DISTANCE OF 92.05 FEET; THENCE PROCEED SOUTH 69°58'47" WEST FOR A DISTANCE OF 100.62 FEET TO THE NORTHEAST CORNER OF CREEKWOOD OAKS, AS RECORDED IN PLAT BOOK 17, AT PAGE 62, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE PROCEED NORTH 87°21'14" WEST ALONG THE NORTH LINE OF SAID CREEKWOOD OAKS, ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 14 FOR A DISTANCE OF 746.66 FEET TO THE AFORESAID EAST R/W LINE OF KLONDIKE ROAD; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTH LINE PROCEED NORTH 03°32'58" EAST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 469.56 FEET TO POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

BK: 9232 PG: 1004

**EXHIBIT "B"**  
**Articles of Incorporation of the Association**

BK: 9232 PG: 1005

2023-04-13 16:01

Beggs and Lane 850 469 3331 &gt;&gt; 850-617-6381

P 2/13

(((H23000138330 3)))

ARTICLES OF INCORPORATION  
OF  
EAGLE POINTE OF PENSACOLA HOMEOWNER'S ASSOCIATION, INC.

In compliance with the requirements of Florida Statute Section 617 (2022), the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Eagle Pointe of Pensacola Homeowner's Association, Inc., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at 120 E. Main Street, Suite A, Pensacola, Florida 32502.

ARTICLE III

William H. Mitchem, whose address is 501 Commendancia Street, Suite 1, Pensacola, Florida, 32502, is hereby appointed the initial registered agent of this Association.

(((H23000138330 3)))

FILED  
2023 APR 14 PM 1:09  
SECRETARY OF  
TALLAHASSEE, FLORIDA

BK: 9232 PG: 1006

2023-04-13 16:01

Beggs and Lane 850 469 3331 &gt;&gt; 850-617-6381

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## ARTICLE IV

## PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance of the Subdivision and the Common Area, and architectural control of the Lots or Building Sites, including the purchase of necessary insurance for the protection of the Association and the Owners, with said Subdivision being described as follows (the "Subdivision"):

## SEE ATTACHED EXHIBIT A

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the Subdivision and recorded or to be recorded in the public records of Escambia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association:

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(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money and, with the assent of two-thirds (2/3) of the entire membership, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the entire membership;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V

#### MEMBERSHIP

Every Owner of a Lot within the Subdivision shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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ARTICLE VI  
VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and shall be converted to Class A membership upon the transfer of the control of the Association as set forth in Section 2 below.

Section 2. Transfer of control of the Association from Declarant to the Members of the Association other than Declarant shall occur in accordance with applicable Florida law pertaining to and regulating the operation of homeowners associations, in effect as of the date of the execution of this Declaration (currently Section 720.307, Florida Statutes). In the event applicable Florida law does not regulate such transfer of control, the Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors upon the earlier of the following: (i) three (3) months after ninety percent (90%) of all Lots which may ultimately be operated by the Association have been conveyed to third parties; or (ii) upon the recording of an instrument in the public records of the County stating that Declarant has relinquished its right to elect a majority of the members of the Board of Directors.

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The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Subdivision. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than eleven (11) directors, the exact number to be determined by the existing Board of Directors at least thirty (30) days prior to the annual meeting. All Directors shall be members in good standing of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The Directors shall be elected at the annual meeting of the members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:



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<u>NAME</u>	<u>ADDRESS</u>
Ncal B. Nash	120 E. Main Street, Ste. A Pensacola, Florida 32502
Eric J. Nickelsen	120 E. Main Street, Ste. A Pensacola, Florida 32502
Rodney A. Sutton	120 E. Main Street, Ste. A Pensacola, Florida 32502

## ARTICLE VIII

## OFFICERS

The affairs of the Association shall be administered by the Officers and shall be a President, Vice President, a Secretary, a Treasurer and such other officers as may be provided in the By-Laws. The same person can hold the office of both Secretary and Treasurer. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME AND ADDRESS</u>
President	Ncal B. Nash 120 E. Main Street, Ste. A Pensacola, Florida 32502
Vice President	Rodney A. Sutton 120 E. Main Street, Ste. A Pensacola, Florida 32502

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Secretary/  
TreasurerEric J. Nickelsen  
120 E. Main Street, Ste. A  
Pensacola, Florida 32502

## ARTICLE IX

## MEMBERS' MEETINGS

The annual members' meetings shall be held at the office of the corporation at 7:00 P.M., Central Standard Time, on the third Tuesday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. Special members' meetings shall be held in accordance with the By-Laws. The Board of Directors shall have the authority to schedule the annual members' meeting for such other time and date as it determines to be appropriate, provided that appropriate notice of the meeting is provided to the members.

## ARTICLE X

## AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice of subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A resolution for the adoption of a proposed amendment may be provided either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may exercise their approval

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in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

- (a) Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and/or by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or
- (b) Until the sale of the first subdivision lot covered by these Articles, only by all the Directors of the Association.

#### ARTICLE XI

##### BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

#### ARTICLE XII

##### DURATION

The corporation shall exist perpetually.

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## ARTICLE XIII

## DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE XIV

## SUBSCRIBERS

The name and residence of the subscriber to these Articles are:

NAMERESIDENCE ADDRESS

Rodney A. Sutton

120 E. Main Street, Ste. A  
Pensacola, Florida 32502

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on this 13 day of April, 2023.

  
William H. Mitchem

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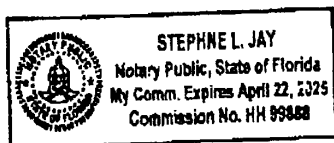
STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the undersigned subscriber, a Notary Public, personally appeared by means of X physical presence or \_\_\_ online notarization, William H. Mitchem, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same for the uses and purposes therein set forth. He is personally known to me.

Given under my hand and official seal this 13<sup>th</sup> day of April, 2023.

Signature of Notary Public



Print Name: Stephne L. Jay

State of Florida at Large

My Commission Expires: 4/22/25

Commission Number: HH 99888

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CERTIFICATE DESIGNATING REGISTERED OFFICE  
AND REGISTERED AGENT FOR THE SERVICE OF PROCESS WITHIN  
THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said Acts:

Eagle Pointe of Pensacola Homeowner's Association, Inc., desiring to organize under the laws of the State of Florida, with its principal office at 120 E. Main Street, Ste. A, Pensacola, Florida 32502, has designated William H. Mitchem as its Registered Agent and has designated 501 Commendencia Street, Suite 1, Pensacola, Florida, 32502, as its Registered Office, for accepting service of process within the State.

ACKNOWLEDGMENT: (Must be signed by Designated Agent)

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of this position, and I accept the obligations and agree to act in this capacity, and agree to comply with the provisions of said Statute relative to keeping open said office, along with all other obligations.



William H. Mitchem  
Registered Agent

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## EXHIBIT "A"

## LOT DESCRIPTIONS

## PARCEL 1:

A parcel of land in the Northwest Quarter of Section 14, Township 1 South, Range 31 West, Escambia County, Florida, and described as follows:

Commence at the Northwest corner of the said Section 14; thence go South 00 degrees 26 minutes 44 seconds East along the West line of the said Section 14 a distance of 243.00 feet to the Point of Beginning of this description; thence continue South 00 degrees 26 minutes 44 seconds East and along the said Section line a distance of 1000.00 feet; thence go South 88 degrees 40 minutes 44 seconds East a distance of 666.08 feet; thence go North 00 degrees 23 minutes 23 seconds West a distance of 1274.74 feet to the North line of the aforesaid Section 14; thence go South 88 degrees 35 minutes 32 seconds West along the North line of the said Section 14 a distance of 424.09 feet; thence go South 00 degrees 26 minutes 44 seconds East a distance of 243.00 feet; thence South 88 degrees 35 minutes 32 seconds West a distance of 243.00 feet to the Point of Beginning.

Less all that portion of the above described real property lying within the County maintained roadway on Klondike Road and Detroit Boulevard.

## PARCEL 2:

A parcel of land in the Northwest 1/4 of Section 14, Township 1 South, Range 31 West, Escambia County, Florida, and described as follows:

Commence at the Northwest corner of the said Section 14; thence go South 00 degrees 26 minutes 44 seconds East along the West line of the said Section 14 a distance of 1243.00 feet to the Point of Beginning of this description; thence continue South 00 degrees 26 minutes 44 seconds East along the West line of the said Section 14 a distance of 235.00 feet; thence go South 88 degrees 40 minutes 44 seconds East a distance of 660.00 feet; thence go South 00 degrees 26 minutes 44 seconds East a distance of 690.00 feet; thence go North 88 degrees 40 minutes 44 seconds West a distance of 660.00 feet to the West line of the said Section 14; thence go South 00 degrees 26 minutes 44 seconds East along the West line of the said Section 14 a distance of 469.18 feet to the Southwest corner of the Northwest 1/4 of the said Section 14; thence go North 88 degrees 38 minutes 41 seconds East along the South line of the Northwest 1/4 of the said Section 14 a distance of 1329.03 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of the said Section 14; thence go North 00 degrees 20 minutes 02 seconds West along the East line of the Southwest 1/4 of the Northwest 1/4 of the said Section 14 a distance of 1319.24 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of the said Section 14; thence go South 88 degrees 37 minutes 06 seconds West along the South line of the Northwest 1/4 of the Northwest 1/4 of the said Section 14 a distance of 665.80 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the said Section 14; thence go North 00 degrees 23 minutes 23 seconds West along the East line of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the said Section 14, a distance of 44.18 feet; thence go North 88 degrees 40 minutes 44 seconds West a distance of 666.08 feet to the Point of Beginning.

Less all that portion of the above-described real property lying within Klondike Road as currently maintained by Escambia County, Florida.

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**EXHIBIT "C"**

**Bylaws of the Association**



BY-LAWS  
OF  
EAGLE POINTE OF PENSACOLA HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Eagle Pointe of Pensacola Homeowner's Association, Inc. (herein the "Association"). The principal office of the corporation shall be located at 120 E. Main Street, Suite A, Pensacola, Florida, 32502, but meetings of members and directors may be held at such places within the State of Florida, Escambia or Santa Rosa County, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to Eagle Pointe of Pensacola Homeowner's Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to all real property that is brought within the jurisdiction of the Association and that is described in the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe of Pensacola, a Subdivision, that is properly executed and is to be recorded in the public records of Escambia County, Florida, by the Declarant (the "Declaration").

Section 3. "Declarant" shall mean and refer to SNS Klondike, LLC, a Florida limited liability company, or its successors.

Section 4. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Unless otherwise stated to the contrary herein, terms defined and used in the Declaration shall be deemed to have the same meaning when used herein.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held on a date, time, and at a place to be determined by the Board with due and proper notice thereof as provided in Article III, Section 3. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership (as described in the Declaration).

Section 3. Notice of Meetings. Written notice of the meetings of Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the total voting interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without

notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of no less than three (3) directors, the exact number to be determined by the existing Board of Directors at least thirty (30) days prior to the annual members meeting.

Section 2. Term of Office. Directors shall serve for one (1) year or until their successors are elected.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. This Article IV Section 3 shall not apply to Board of Directors appointed by the Declarant. Only Declarant shall have the right to remove a Board of Director appointed by Declarant.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the

written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1.     Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2.     Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1.     Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be fixed from time to time by resolution of the Board. Should

any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2.     Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3.     Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1.     Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the Common Area;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2.     Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by forty percent (40%) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board may charge a reasonable fee for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance on property, if any, that is the responsibility of the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1.     Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2.     Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3.     Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4.     Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5.     Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.     Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.     Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article and except for the first officers who shall hold office until the election of their successors.

Section 8.     Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.



### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Compensation. The compensation of all officers of the Association (and employees) shall be fixed by the Board of Directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee or officer of the Association, nor preclude the contracting with a director for the management of the Properties.

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Control Committee, pursuant to the terms of, and as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

## BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

## ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18.0%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XII

## CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Florida", the words "Corporation Not For Profit", and the name of the corporation.

ARTICLE XIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first (1<sup>st</sup>) day of January of each year and shall end on the last day of December.

Section 2. Conflicts. In the case of any conflict between the provisions of the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the provisions of the Declaration and these By-Laws, the Declaration shall control.

Section 3. Indemnification of Officers and Directors.

(a) The Association hereby indemnifies any director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether:

(i) Criminal, administrative, or investigative, other than one by or in the name of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his

capacity of director or officer of the Association, or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(ii) By or in the name of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense which such tribunal shall deem proper.

(iii) The Board of Directors shall determine whether the amounts for which a director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

(iv) The foregoing rights and indemnifications shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

Section 4. Transaction in Which Directors or Officers Are Interested. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one

or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.


Section 5. Gender. Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

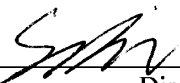
Section 6. Severance of Unenforceable By-Laws. In the event any provision hereof becomes void or enforceable at law or in equity, the remaining provisions shall be and remain in full force and effect.

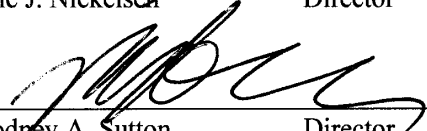
[SIGNATURES ON FOLLOWING PAGE]

BK: 9232 PG: 1031

IN WITNESS WHEREOF, we, being all of the directors of the Eagle Pointe of Pensacola Homeowner' Association, Inc., have hereunto set our hands this 26 day of May, 2023.

  
\_\_\_\_\_  
Neal B. Nash Director

  
\_\_\_\_\_  
Eric J. Nickelsen Director

  
\_\_\_\_\_  
Rodney A. Sutton Director

BK: 9232 PG: 1032

## CERTIFICATION

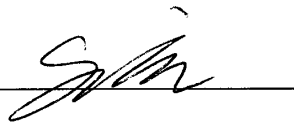
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Eagle Pointe of Pensacola Homeowner's Association, Inc., a Florida non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21 day of April, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21 day of April, 2023.

\_\_\_\_\_  
Secretary



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BK: 9232 PG: 1033

**EXHIBIT "D"**  
**Stormwater Permit**



BK: 9232 PG: 1034

Eagle Pointe Subdivision

IND-033-308049-1

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT****PERMIT NO:** IND-033-308049-1**DATE ISSUED:** March 14, 2023**PROJECT NAME:** Eagle Pointe Subdivision**CONSTRUCTION PHASE EXPIRATION DATE:** March 14, 2028**A PERMIT AUTHORIZING:**

The construction of a surface water management system to serve a new residential development located near the 8300 Klondike Road, in Pensacola (Escambia County). The new residential development will consist of the construction of a single-family residential subdivision with associated roadways, common areas, one driveway connection to Wilde Lake Road, and driveway connections to Klondike Road. Stormwater runoff will be conveyed across the development toward a series of drainage inlets to be constructed throughout the roadways and directed to one of two stormwater ponds. Each pond will have a discharge/control structure that will outfall toward either adjacent wetlands or the right-of-way of Klondike Road. Direct impacts to 0.24 acres of isolated wetlands and temporary impacts to 0.008 acres of connected wetlands are authorized. Mitigation is not required to offset these impacts. Please refer to the approved plans prepared by Rebol-Battle and Associates, LLC for additional stormwater information and details.

**LOCATION:**

Section(s): 14      Township(s): 1S      Range(s): 31

Escambia County

**ISSUED TO:**

SNS Klondike, LLC  
120 E Main St, Suite A  
Pensacola, FL 32502

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to any permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code, (F.A.C.), and may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This permit also constitutes certification compliance with water quality standards under Section 401 of the Clean Water Act, 33 U.S. Code 1341.

BK: 9232 PG: 1035

Eagle Pointe Subdivision

IND-033-308049-1

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated March 14, 2023

**AUTHORIZED BY:** Northwest Florida Water Management District  
Division of Resource Regulation

By: 

\_\_\_\_\_  
Terry Wells  
Division of Regulatory Services; ERP Bureau Chief

Eagle Pointe Subdivision

IND-033-308049-1

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER IND-033-308049-1**  
**Eagle Pointe Subdivision**  
**DATED March 14, 2023**

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex ☐ "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  2. For all other activities ☐ "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
  1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the

Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. **Record-keeping.** The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be submitted annually to the District by the anniversary date of the permit.
20. Once project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before the transfer to the Operation and Maintenance phase, all obsolete erosion control materials shall be removed.
21. Grassed areas of the retention system shall be fertilized only as needed to maintain vegetation, and shall be mowed regularly in order to be kept at a manageable length as required for system functionality, maintenance, and safety.
22. Percolation performance shall be evaluated within the pond at least every third year. If there is evidence of inadequate percolation, the pond bottom must be re-scarified or deep-raked to restore percolation characteristics. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:
  - a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
  - b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.
23. **Inspections by the Permittee.**
  - o The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.

- The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.
  - The overflow weir and skimmer, if applicable, shall be inspected annually to confirm that it is free-flowing and clear of debris.
- 24. Inspections by a Registered Professional.** The stormwater management system shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. Percolation performance should specifically be addressed. The Registered Professional may record his inspection on Form No 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however any report must be signed and sealed by the Registered Professional. Submittal of the inspection report to the District shall occur within 30 days of the inspection. Inspections shall be made by the Registered Professional in accordance with this schedule:
- On the first anniversary of the date of conversion to Operation and Maintenance Phase.
  - Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.
- 25. Reporting by a Registered Professional.** Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the District on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a Registered Professional.
- 26.** The wet detention area shall be inspected periodically for debris and trash built up around the discharge structures. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
- 27.** Prior to construction, the limits of the proposed construction shall be demarcated (clearly flagged and/or staked): particularly in areas adjacent to remaining natural wetlands. All construction personnel shall be shown the location(s) of all wetland areas outside of the construction area so as to prevent encroachment from heavy equipment into these areas.
- 28.** All storage or stockpiling of tools or materials (i.e. lumber, pilings, etc.) shall be limited to uplands or within the impact areas authorized by this project. In addition, all equipment being utilized shall be limited to operation and storage in uplands or within the impact areas authorized by this permit.
- 29.** All wetlands areas or other surface waters that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
- 30.** The permittee is to minimize the extent of the area exposed at one time, the disturbance of steep slopes, and the duration of exposure during construction. This includes avoiding clearing, grubbing, and grading the entirety of the site at once. The permittee shall submit a phased construction schedule prior to the start of construction which includes the description of construction techniques, sequencing, and equipment. Please refer to Subsection 11.1.2 of ERP Applicant's Handbook Volume I and Part 3 of Section E of the ERP Application Form 62-330.060(1) for more information.
- 31.** During construction, a registered professional is to be present during the excavation of the limits of the sand chimney. The registered professional is to verify that the undesirable soils are properly removed to the depth used within the design. The registered professional is also to verify that a more permeable soil is installed with a permeability rate equal to or greater than the soil to which the chimney is to be keyed. A report is to be provided to the

Eagle Pointe Subdivision

IND-033-308049-1

permittee, verifying that the sand chimney has been constructed in accordance with the permit and permitted plans.

32. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).
33. Negative impacts to wetlands or other surface waters outside of the approved impact areas shall be reported immediately to the Northwest Florida Water Management District, 152 Water Management Drive, Havana, FL 32333-4712 Phone: (850) 539-5999. Corrective action shall be taken as soon as practicable to restore the impacted areas
34. Wetland buffers shall remain in an undisturbed condition. The wetland buffer boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities. The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.