

DECLARATION OF RESTRICTIVE COVENANTS
AND ESTABLISHMENT OF EASEMENTS FOR
BROOK FOREST

82442

SECTION 111:07

This declaration of Restrictive Covenants, dated as of 4 day of October, 1989, made by LUELLA F. PAGE and SHIRLIE ANN DICKSON, as Trustees under that certain declaration of Trust dated September 25, 1979, hereinafter collectively referred to as the "Declarants".

WITNESSETH:

THAT, WHEREAS, the Declarants are the owners of the real property and easements described on Exhibit "A" attached hereto and made part hereof (referred to herein as "the Property"), situate, lying and being in Wakulla County, Florida, said property having been divided into 36 separate lots in substantial conformity with the map or plat reflected on Exhibit "B" attached hereto and made part hereof; and

WHEREAS, it is to the interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any parcel included in the Property that certain protective covenants governing and regulating the use and occupancy of the same shall be established, set forth and declared to be covenants running with the land; and

WHEREAS, the Property shall be developed as and be referred to as BROOK FOREST.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any lots, within the Property, the Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all lots within the Property and to all persons owning said lots, or any of them, hereafter; these

protective covenants shall become effective immediately upon recordation and run with the land and shall be binding upon all persons claiming under and through the Declarant until December 31, 2024, unless sooner terminated as hereinafter provided.

1. Definitions. The terms used herein and in the Bylaws of the Homeowners Association shall have meanings as follows:

(a) "Houses" or "Lots" shall mean the parcels of land within the Property and the improvements thereon.

(b) "Homeowner" or "lotowner" means the owner of a lot or house in BROOK FOREST.

(c) "Association" means BROOK FOREST Homeowners Association, Inc., a non-profit association, and its successors, which association shall be incorporated by the Declarant, and which shall be responsible for the operation and management of the easement areas and have such other rights, duties and obligations as are set forth in this Declaration.

(d) "Bylaws" shall mean such by-laws as are established by the Association from time to time.

(e) "Common Expenses" means the expenses for which the homeowners are liable to the Association.

(f) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

(g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues over the amount of common expenses.

(h) The "Property" means and includes the land and easements described on Exhibit "A" (and including any other property which the Declarant may subsequently make

subject to the provisions of this Declaration), and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

2. Land Use. Lots within the Property shall be used only for residential purposes. No lot may be subdivided for the purpose of creating another lot.

3. Building Type and Size.

(a) Except as is specifically hereinafter provided, no structure shall be built or placed on any lot except a detached single-family residence.

(b) The minimum size for any residence located on the Property shall be 1,500 square feet, exclusive of porches, garages and deck areas.

(c) No building constructed or placed on the Property shall exceed two (2) stories in height.

4. Building Location.

Set-Backs. All structures shall be erected in accordance with the applicable local zoning code.

5. Fences. No fence or wall shall be placed or constructed on any lot until after the height, type, design and location thereof have been approved in writing by the Architectural Control Committee.

6. Roadway Easements. On the plot plan attached hereto as Exhibit "B" and identified as an easement in Exhibit "A", there are defined and set forth certain areas of the Property which are identified as roadway areas, which shall be subject to easements or cross-easements for ingress or egress to and from lots within any and all of the property. As to the roadway areas shown on Exhibit "B" and identified as an easement in Exhibit "A", there is hereby

granted, created and imposed upon said areas perpetual nonexclusive easements for the use and benefit of the Association and all BROOK FOREST homeowners, and for their respective heirs, successors, guests and licensees, for the purposes of ingress and egress for utilities, sewer and water.

7. Membership in the Association.

(a) Each homeowner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot in BROOK FOREST, at which time his membership in the Association shall automatically terminate.

(b) The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners except the Declarant, and shall be entitled to one vote for each lot he owns. When more than one person owns an interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves.

Class B. Class B member shall be the Declarant (or either of them), who shall be entitled to exercise three (3) votes for each lot owned by the Declarant (or either of them). Class B membership shall cease and be converted into Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or on the 31st day of December, 1992, whichever first occurs.

8. Assessments and Liens. Each lotowner (excluding the Declarant) by the acceptance of a deed for a lot located within the Property, whether or not is shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Annual assessments or charges as herein set forth and as established by the Association; and

(b) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. No homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the easement areas or by the abandonment of his lot.

9. Purpose of Assessments. The assessments levied by the Association shall be used exclusively by the Association to promote and maintain the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the easement areas of the property, including landscape areas and water detention facilities, the roadways and rights-of-way, upon such property, and such other areas which are maintained by the Association, whether owned by the Association or by a homeowner.

10. Deposit of Assessments. Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes set forth in the Declaration, Articles, By-laws or other agreements among the homeowners.

11. Annual Assessments. Commencing on January 1, 1990 and subject to the exemption of the Declarant from

assessment hereunder, the annual assessment shall be \$100.00 per year per residential unit, due and payable in advance of January 1 of each year. The amount of the annual assessment may be increased each year by not more than Ten Dollars (\$10.00) above the assessment for the previous year by the Association's Board of Directors without a vote of the membership, but any increase of more than \$10.00 over the annual assessment for the preceding year may be made only upon the majority vote of the members of the Association. The first annual assessments shall commence and be due and payable as to all lots on the first day of January, 1990, for that year.

12. Special Assessments. In addition to the annual assessments authorized above, the Association may by majority vote of its members 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 the improvements or easements, or any other area of improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto.

13. Collection of Assessments. No set-offs shall be allowed to any homeowner for repairs or improvements, or services contracted for by any homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the homeowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection for such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

14. Service Charge of Delinquent Assessments. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within thirty (30) days after the due date may upon decision of the Board of Directors of the Association bear a service charge of \$5.00 per month from the due date.

15. Effective Transfer of Title on Assessment. The sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due of from the lien thereof.

16. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural Control Committee. With the exception of the initial members, all members of the Committee must be a homeowner. The initial members will serve until December 31, 1992, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The initial members of the Committee are PAM BRANTLEY, JAMES V. LOWE, and SHIRLIE ANN DICKSON all residents of _____.

All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida, Corporate Division. No homeowner shall erect or maintain any building, fence, light post, mail box, wall, or other structure, nor shall any homeowner commence or make any exterior addition to or change

or alteration in the shape, color or appearance of existing improvements, or make any material alteration, addition or deletion to the landscaping of any lot, until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. The effect of the changes, improvements or alterations on the topography of the land and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. Such approval may be withheld for any reason, but if no written notice of approval or disapproval is given by the Committee within 30 days after it has received full plans and specifications, approval will not be required and this provision will be deemed to have been complied with. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Declarant shall have the right to appoint all successor members until December 31, 1992.

17. Additional Duties and Powers of Association. In addition to the duties and powers of the Association as set forth herein, and in addition to any powers and duties set forth in the Articles of Incorporation and By-laws of the Association, the Association shall:

(a) Maintain and otherwise manage all the common easement areas and all facilities, improvements and landscaping thereof, together with all property or

landscaping thereof, together with all property or facilities or amenities that may be conveyed to or acquired or built by the Association.

(b) Grant easements where necessary for ingress and egress, utilities, cable television and sewer and drainage facilities over the easement or cross-easements areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

18. Exterior Maintenance of Houses and Other Areas.

The Association shall, notwithstanding anything to the contrary contained in the Declaration and notwithstanding the ownership of any particular parcel of land, maintain all roadway easement areas within the Property, unless the roadways are accepted by Wakulla County, Florida, as public roads. The Association shall maintain the landscaping, including the trees, shrubs and grass located within the boundaries of property owned by the Association, or within any easement areas. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein.

18 (a). Tree Removal. No tree in excess of six (6) inches in diameter may be removed without the approval of the Architectural Control Committee.

19. Easements. The following easements shall be deemed to be covenants running with the land with relation to houses and the property described on Exhibit "A". These easements are not in limitation of any easement defined, imposed and created in any other paragraph hereof, but are supplemental thereto;

shown on Exhibit "B" attached hereto.

(b) Fencing easement along and upon the exterior boundaries of the property. The Declarant may (but is not obligated to) erect upon all or parts of the exterior boundaries of the Property a fence or fences. The Association may subsequently decide to erect fences on such boundaries. The Association shall maintain such fences as may be erected initially by the Declarant or thereafter by Association. All homeowners in BROOK FOREST will allow the Association or its agents or designees the right to go over or upon lots within BROOK FOREST for the purpose of construction, maintenance and repair of such fencing.

(c) Utility easements are reserved through the property for utility service in order to properly and adequately serve all areas of the property; provided, however, that such easements through any house shall be only according to the plans and specifications or as the building is actually constructed unless approved in writing by the homeowner. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities.

(d) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portions thereof lie in or upon lots owned by other than the owner of a house served by said lines or connections, the owner of a house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such lot or to have the utility companies enter upon the lots on the Property in

or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connections or lines serve more than one house, the owner of each such house served by said connections and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house.

20. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any easements areas, nor shall anything be done thereon which may or may become any annoyance or a nuisance to the remaining homeowners or any of them, including the storage or disposal of hazardous waste.

21. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other out building shall be used on any property at anytime as a residence, either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during the construction and sales periods. Likewise, a contractor can maintain a temporary storage facility to store the contractor's materials during construction.

22. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by Declarant, his agents, successors or assigns to advertise the property or houses during the construction and sale.

23. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash and garbage shall be kept in sanitary closed containers.

24. Radio and Television Antennas. No homeowner may construct or use and operate an external radio or television antenna without the prior written consent of the Architectural Control Committee.

25. Boats, Trailers and Recreation Vehicles. No boat, trailer or recreational vehicle may be parked or stored on any street in BROOK FOREST, and shall not be parked or stored on any lot except in a garage or upon a location behind the front building setback line of the owner's house. The purpose of this restriction is to minimize the visibility of such items to residents of BROOK FOREST and passersby. No disabled vehicle may be maintained on the property except for reasonable repair time.

26. Pets. Household pets such as dogs and cats are permitted but shall not be kept, maintained, bred or raised for commercial purposes. Two (2) horses per lot may be maintained.

27. Miscellaneous.

(a) No laundry, mattresses, bedding materials, clothing or other material may be hung on or over any fences.

(b) No window air-conditioning units shall be permitted which would be exposed to the exterior of any house.

28. Limitation of Liability of Association.

Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and

repair portions of the Property, the Association shall not be liable to homeowners, their invitees or guests for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association, or caused by acts of God or by third parties.

29. Estimates of Cost of Repairs and Reconstruction.

Within a reasonable time after a casualty or loss to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

30. Amendments to Declaration. Except as may be otherwise specifically provided herein, this Declaration may be amended or terminated only by the unanimous written consent, in a recordable form, signed by all lotowners.

31. Development by Declarant. No provisions contained herein shall prevent Declarant, or their contractors, subcontractors or agents from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the Property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as they deem appropriate for the sale, lease or other disposition thereof.

32. Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By-laws to the contrary, the Declarant shall be entitled to appoint all of the members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of:

(1) December 31, 1992, or (2) the Declarant has sold all lots located within the Property.

33. Termination of Responsibility of Declarant. At such time as the Declarant sells, conveys or otherwise disposes of its interest in and to all of the lots, the Declarant shall automatically be relieved of the performance of any further duty or obligation hereunder.

34. Variances. Variances for minor deviations related to set-backs and construction matters may be granted by Declarant or the Architectural Control Committee at any time to Declarant or any property owner within the property. The granting of variances for such minor deviations is discretionary with the Declarant and/or the Architectural Control Committee.

IN WITNESS WHEREOF, the Declarant executes this Declaration of Restrictive Covenants as of the day and year first written above.

Witnesses:

[Signature]

Luella F. Page

LUELLA F. PAGE

[Signature]

Shirley Ann Dickson

SHIRLIE ANN DICKSON

STATE OF California
COUNTY OF Orange



The foregoing Declaration of Restrictive Covenants, and Establishment of Easements was acknowledged before me on this 4th day of October, 1989, by Luella F. Page and Shirlye Ann Dickson, as the Declarants.

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Margaret Rae Bennington
NOTARY PUBLIC
My Commission expires: 1-11-91

EXHIBIT A

REZONING LEGAL DESCRIPTION (183.46 ACRES)

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standard for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Commence at a concrete monument marking the Southwest corner of Lot 61 of the Hartsfield Survey of Lands in Wakulla County, Florida, and thence run North 71 degrees 32 minutes 06 seconds East along the Southerly boundary of said Lot 61, a distance of 511.80 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 71 degrees 32 minutes 06 seconds East along said South boundary 3935.40 feet to an iron pipe marking the Southeast corner of said Lot 61, thence run North 16 degrees 48 minutes 52 seconds West along the Easterly boundary of said Lot 61 a distance of 1988.60 feet to a concrete monument marking the Northwest corner of the South Half of said Lot 61, thence run South 72 degrees 41 minutes 36 seconds West along the North boundary of the South Half of said Lot 61, a distance of 3945.85 feet, thence run South 17 degrees 08 minutes 43 seconds East 2068.09 feet to the POINT OF BEGINNING containing 183.46 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

EDWIN C. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

89-023
PSC:5521

EASEMENT

2.79 ACRES

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standard for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Begin at a concrete monument marking the Southeast corner of Lot 70 of the Hartsfield Survey of Lands in Wakulla County, Florida, and thence run South 71 degrees 45 minutes 34 seconds West along the Southerly boundary of said Lot 70, a distance of 1978.41 feet to the Easterly right-of-way boundary of Rehwinkel Road, thence run North 00 degrees 43 minutes 31 seconds West along said right-of-way boundary 62.92 feet, thence run North 71 degrees 45 minutes 34 seconds East 2019.42 feet, thence run South 17 degrees 08 minutes 43 seconds East 59.78 feet to the South boundary of Lot 61 of said Hartsfield Survey, thence run South 71 degrees 32 minutes 06 seconds West along said South boundary 58.79 feet to the POINT OF BEGINNING containing 2.79 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

Edwin C. Brown
EDWIN C. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

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