

**Wickham Forest Homeowners Association Ballot  
Results of Ballot (2010)**

Should Section 3.3 be changed as proposed?		YES [68]	NO [6]
Current	<p><b>Section 3.3: Annual Assessments.</b></p> <p>The Association shall fix the amount of the annual assessment. The annual Assessments shall be payable in one annual installment on January 1st of each year. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. Annual Assessments shall be uniform.</p>		
Proposed	<p><b>Section 3.3: Annual Assessments.</b></p> <p>The Association shall fix the amount of the annual assessment. The annual Assessments shall be payable in one annual installment on February 1st of each year. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. Annual Assessments shall be uniform.</p>		

Should Section 3.5 be changed as proposed?		YES [53]	NO [20]
Current	<p><b>Section 3.5: Fines.</b></p> <p>The Association may suspend, for a reasonable period of time, the rights of a Lot Owner or a Lot Owner's tenants, guests or invitees, or both, to use the Common Property and may levy reasonable fines, not to exceed \$50 per violation, against any Lot Owner, tenant, guest or invitee of a Lot Owner, for violation of these Covenants. A fine or suspension may not be imposed without prior notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before The Wickham Forest Homeowners' Association Appeals Committee, a committee of at least three (3) Lot Owners 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 such committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Suspension of a person's right to use the Common Property shall not impair the right of a Lot Owner or tenant to have vehicular and pedestrian entrance onto or exit from the Lot, including, but not limited to, the right to park. The requirements of this Section 3.5 do not apply to the imposition of suspensions or fines upon any Lot Owner because of the failure of the Lot Owner to pay assessments or other charges when due.</p>		
Proposed	<p><b>Section 3.5: Fines.</b></p> <p>The Association may suspend, for a reasonable period of time, the rights of a Lot Owner or a Lot Owner's tenants, guests or invitees, or both, to use the Common Property and may levy reasonable fines, not to exceed \$50 per violation per day, against any Lot Owner, tenant, guest or invitee of a Lot Owner, for violation of these Covenants. A fine or suspension may not be imposed without prior notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before The Wickham Forest Homeowners' Association Appeals Committee, a committee of at least three (3) Lot Owners 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 such committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Suspension of a person's right to use the Common Property shall not impair the right of a Lot Owner or tenant to have vehicular and pedestrian entrance onto or exit from the Lot, including, but not limited to, the right to park. The requirements of this Section 3.5 do not apply to the imposition of suspensions or fines upon any Lot Owner because of the failure of the Lot Owner to pay assessments or other charges when due. Unpaid fines will be assessed monetary penalties until the entire accumulated fine is paid. An initial \$25 penalty will be assessed 30 days after the initial fine, or the 1st of the next month after the initial fine, whichever occurs last. All ensuing \$25 penalties will be assessed on the 1st of each successive month until the entire accumulated fine is paid.</p>		

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Should Section 3.6 be changed as proposed?	YES [61]	NO [12 ]
Current	<p><b>Section 3.6: Effect of Nonpayment of Assessments and Fines: Remedies of the Association.</b></p> <p>Any Assessment or fine not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association through its Board of Directors shall have the right to establish fines for late payment of Assessments and shall have a lien on the Lot for any unpaid Assessments, fines and interest thereon and all costs which have been assessed against the Owner. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida, of a Claim of Lien stating the description of the Lot, the name of the record Owner, the amount due and payable and the date when due; and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only Assessments and fines which are payable and due when the said claim of lien is recorded, and all such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such liens shall have been paid in full, the party making payment shall be entitled to receive a satisfaction of such lien in a form that may be recorded in the public records of Brevard County, Florida.</p> <p>The Board of Directors may take such action as they deem necessary to collect Assessments and fines and interest thereon, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent Owner shall pay all costs, including reasonable attorney's fees, incurred by the Association incident to the collection of such Assessments, together with all sums advanced and taxes, mortgages and insurance. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association through its Board of Directors will be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment or fine lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No Owner may waive or otherwise escape liability for the Assessments or fines provided for herein by non-use of the Common Property or abandonment of his Lot.</p>	
Proposed	<p><b>Section 3.6: Effect of Nonpayment of Assessments and Fines: Remedies of the Association.</b></p> <p>Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association through its Board of Directors shall have the right to establish fines for late payment of Assessments and shall have a lien on the Lot for any unpaid Assessments, interest thereon and all costs which have been assessed against the Owner. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida, of a Claim of Lien stating the description of the Lot, the name of the record Owner, the amount due and payable and the date when due; and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include Assessments which are payable and due when the said claim of lien is recorded, and all such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such liens shall have been paid in full, the party making payment shall be entitled to receive a satisfaction of such lien in a form that may be recorded in the public records of Brevard County, Florida.</p> <p>The Board of Directors may take such action as they deem necessary to collect Assessments and interest thereon, by personal action or by enforcing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent Owner shall pay all costs, including all attorneys' fees, incurred by the Association incident to the collection of such Assessments, together with all sums advanced and taxes, mortgages and insurance. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of his Lot.</p>	

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Should Section 3.7 be changed as proposed?		YES [57]	NO [16]
Current	<p><b>Section 3.7: Subordination of Lien to Mortgages</b></p> <p>The lien of any Assessment and fines including interest authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all Assessments and fines levied against the Lot which fell due on or prior to the date the Mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments or fines which fell due prior to the date of such sale, transfer or foreclosure, but not for Assessments or fines which fall due after such date.</p>		
Proposed	<p><b>Section 3.7: Subordination of Lien to Mortgages</b></p> <p>The lien of any Assessment including interest authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all Assessments levied against the Lot which fell due on or prior to the date the Mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall not extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure.</p>		

Should Section 5.1 be changed as proposed?		YES [68]	NO [5]
Current	<p><b>Section 5.1: Enforcement Rights.</b></p> <p>The Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants and restrictions, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation of these Covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry.</p> <p>The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Association or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided in these Covenants, at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.</p>		
Proposed	<p><b>Section 5.1: Enforcement Rights.</b></p> <p>The Association, its agents or employees, AFTER DUE PROCESS AND NOTIFICATION TO THE HOMEOWNER shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants and restrictions, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation of these Covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry.</p> <p>The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Association or any Owner to prosecute proceedings at law or in equity for the recovery of</p>		

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	damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided in these Covenants, at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.
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<b>Should Section 5.5 be changed as proposed?</b>		<b>YES [61]</b>	<b>NO [12]</b>
Current	<p><b>Section 5.5: Tract F.</b></p> <p>Tract F as shown on the plat is a conservation area that has been designated as a Scrub Jay Habitat area. Accordingly, the Association shall preserve and maintain the existing vegetation in a manner consistent with the recommendations contained in the above-referenced recorded plat.</p>		
Proposed	<p><b>Section 5.5: Tract F.</b></p> <p>Tract F as shown on the plat is a conservation area. Accordingly, the Association shall preserve and maintain the existing vegetation in a manner consistent with the recommendations contained in the above-referenced recorded plat.</p>		

<b>Should Section 7.1 be changed as proposed?</b>		<b>YES [68]</b>	<b>NO [5]</b>
Current	<p><b>Section 7.1: Plan of development.</b></p> <p>It is in the best interest of the community to maintain Wickham Forest Subdivision as a highly restricted community of quality homes. The Wickham Forest Architectural Review Committee ("ARC") shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on quality of workmanship and/or materials, external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity to the covenants.</p>		
Proposed	<p><b>Section 7.1: Plan of development.</b></p> <p>It is in the best interest of the owners to maintain Wickham Forest Subdivision as a highly restricted community of quality homes. The Wickham Forest Architectural Review Committee ("ARC") shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on quality of workmanship and/or materials, external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity to the covenants.</p>		

<b>Should Section 7.3 be changed as proposed?</b>		<b>YES [57]</b>	<b>NO [16]</b>
Current	<p><b>Section 7.3: Maintenance of Residences and Lots.</b></p> <p>a. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning, and cutting of all trees and shrubbery, replacement of dead or damaged vegetation, removal of oil from driveways, removal of mildew, replacement of rusted or damaged mailboxes and/or posts and the painting (or other appropriate external care) of all buildings and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. If, after delivery to the Owner of written notice by the Board of Directors, any Owner fails to perform the duties imposed by the preceding sentence or to remedy any violation, the Association shall have the right (but not the obligation), to enter upon</p>		

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	<p>the Lot in question to repair, maintain, repaint, and restore the Lot and/or improvements to good, attractive condition and repair. The cost of such restoration shall be assessed and be a binding personal obligation of the Owner as well as a lien (enforceable in the same manner as any other assessment provided for herein) upon the Lot in question.</p> <p>b. In the event of damage or destruction by fire or other casualty to the Residence, or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence or improvements in a good workmanlike manner in strict compliance with the original plans or in accordance with plans approved by the ARC within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.</p>
Proposed	<p><b>Section 7.3: Maintenance of Residences and Lots.</b></p> <p>a. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1) the sodding, seeding, watering, and mowing of all lawns</li> <li>2) grass clippings and debris may not be blown into the street</li> <li>3) the pruning and cutting of all trees and shrubbery, and the replacement of dead or damaged vegetation</li> <li>4) removal of oil and all other stains from driveways,</li> <li>5) removal of mildew from roofs, houses, siding, fences, sidewalks and driveways</li> <li>6) Replacement of rusted or damaged mailboxes and posts, and including removal of mildew or well-water stains.</li> <li>7) painting (or other appropriate external care) of all buildings and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management.</li> </ol> <p>b. If, after the delivery to the Owner of written notice by the Board of Directors, any Owner fails to perform the duties imposed by the aforementioned, or to remedy any violation, the Association shall have the right (but not the obligation), to enter upon the Lot in question to repair, maintain, repaint, and restore the Lot and/or improvements to good, attractive condition and repair. The cost of such restoration shall be charged to the owner of record and shall be a binding personal obligation of the Owner.</p> <p>c. In the event of damage or destruction by fire or other casualty to the Residence, or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence or improvements in a good workmanlike manner in strict compliance with the original plans or in accordance with plans approved by the ARC within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.</p>

Should Section 7.4 be changed as proposed?	YES [53]	NO [19]
Current	<p><b>Section 7.4: Architectural Control</b></p> <p>a. All fences and hedge lines must be approved by the ARC prior to construction. No chain link fences shall be constructed on any Lot. The ARC may require that the composition and color of any fence be consistent with fences around surrounding residences. Any Lot Owner whose Lot abuts a retention area or conservation area has the right, at said Owner's sole expense and liability, to install an access gate to the retention or conservation area on any fence that may have been erected by the Developer which borders the Owner's Lot and the retention or conservation areas.</p> <p>b. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. No Lot may be subdivided without the prior written consent of the Board of Directors which consent shall be recorded in the public records of Brevard County, Florida in order to be effective.</p>	

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	<p>c. No building, fence, wall, awning, shutter or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or change, alteration or interior modification which would change the exterior appearance be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structure and topography by the ARC.</p> <p>d. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the Association and approval by the appropriate city, county or state official or department.</p> <p>e. Detached auxiliary buildings, (including dog houses, storage buildings or other structures, excluding play equipment) are not permitted without prior approval of the ARC. Buildings, walls, tool sheds, storage sheds or other structures must be designed to complement the architectural design of the main structure. Finished materials shall compliment those materials used on the main structure. Any detached structure must comply with all City of Melbourne setbacks and building codes. On retention areas where back yards are visible from neighboring Lots such structures will be obscured from sight.</p> <p>f. Any permanent or semi-permanent game/play structure other than a basketball structure, shall be situated at the rear of the dwelling, or on the inside portion of a corner Lot and must be approved by the ARC. The definition of a semi-permanent game/play structure is one that has the intention of remaining in its location overnight (i.e., swing sets, slides, monkey bars, play houses, trampolines, etc.). Portable game/play structures used at the front of the residence must be stored out of sight when not in use and at night. Game goals or backboards shall be free standing and must be maintained in a good condition. Goals or backboards shall never be allowed to obstruct sidewalks or be placed in the street. The ARC shall not be responsible for defects in plans or specifications or for defects in the improvements. The ARC's review of plans is limited solely to appearance of the improvements and does not include any review of compliance with building codes.</p> <p>g. The specific guidelines to be followed by the ARC are set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. The guidelines may not be changed unless approved by a vote of fifty-one percent (51%) of Lot Owners present or voting by proxy at a meeting duly called for such purpose at which a quorum is present.</p>
Proposed	<p><b>Section 7.4: Architectural Control</b></p> <p>a. All fences and hedge lines must be approved by the ARC prior to construction. No chain link fences shall be constructed on any Lot. The ARC may require that the composition and color of any fence be consistent with fences around surrounding residences. Any Lot Owner whose Lot abuts a retention area or conservation area has the right, at said Owner's sole expense and liability, to install an access gate to the retention or conservation area on any fence that may have been erected which borders the Owner's Lot and the retention or conservation areas</p> <p>b. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. No Lot may be subdivided without the prior written consent of the Board of Directors which consent shall be recorded in the public records of Brevard County, Florida in order to be effective.</p> <p>c. No building, fence, wall, awning, shutter or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or change, alteration or interior modification which would change the exterior appearance be made until the plans and</p>

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	<p>specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structure and topography by the ARC. Failure to submit an application to the ARC before commencing any project is subject to an automatic \$100.00 fine. Subsequently, application must be submitted to the ARC for written approval. If any application is denied, the homeowner must comply with the ARC decision or be subject to a \$50.00 per day fine until it is in compliance. If the situation is not resolved, legal action may be taken.</p> <p>d. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the Association and approval by the appropriate city, county or state official or department.</p> <p>e. Detached auxiliary buildings, (including dog houses, storage buildings or other structures, excluding play equipment) are not permitted without prior approval of the ARC. Buildings, walls, tool sheds, storage sheds or other structures must be designed to complement the architectural design of the main structure. Finished materials shall compliment those materials used on the main structure. Any detached structure shall not be visible from any street. On retention areas where back yards are visible from neighboring Lots such structures will be obscured from sight.</p> <p>f. Any permanent or semi-permanent game/play structure other than a basketball structure, shall be situated at the rear of the dwelling, or on the inside portion of a corner Lot and must be approved by the ARC. The definition of a semi-permanent game/play structure is one that has the intention of remaining in its location overnight (i.e., swing sets, slides, monkey bars, play houses, trampolines, etc.). Portable game/play structures used at the front of the residence must be stored out of sight when not in use and at night. Game goals or backboards shall be free standing and must be maintained in a good condition. Goals or backboards shall never be allowed to obstruct sidewalks or be placed in the street.</p> <p>g. The ARC shall not be responsible for defects in plans or specifications or for defects in the improvements. The ARC's review of plans is limited solely to appearance of the improvements and does not include any review of compliance with building codes.</p> <p>h. The specific guidelines to be followed by the ARC are set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. The guidelines may not be changed unless approved by a vote of fifty-one percent (51%) of Lot Owners present or voting by proxy at a meeting duly called for such purpose at which a quorum is present.</p> <p>i. No externally mounted window air conditioning units may be installed that are visible from the street.</p>
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Should Section 7.5.b be changed as proposed?		YES [64]	NO [9]
Current	<b>Section 7.5.b: Miscellaneous Use Restrictions.</b> b. No clothing or any other household items shall be hung in the open on any Lot unless hung from an umbrella or retractable clothes line which is screened from view.		
Proposed	<b>Section 7.5.b: Miscellaneous Use Restrictions.</b> b. No clothing or any other household items shall be hung in the open on any Lot unless screened from		

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	view.
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<b>Should Section 7.5.d be changed as proposed?</b>		<b>YES [64]</b>	<b>NO [9]</b>
Current	<b>Section 7.5.d: Miscellaneous Use Restrictions.</b> d. No commercial activity shall be conducted on any Lot. The only exception is the Developer's real estate sales office or agent.		
Proposed	<b>Section 7.5.d: Miscellaneous Use Restrictions.</b> d. No commercial activity shall be conducted on any Lot. This includes garage sales and yard sales in excess of six times per year.		

<b>Should Section 7.5.f be changed as proposed?</b>		<b>YES [48]</b>	<b>NO [25]</b>
Current	<b>Section 7.5.f: Miscellaneous Use Restrictions.</b> f. No commercial sign, billboard, or advertising structure of any kind shall be permitted on any Lot, except building and subcontractor signs during construction periods, caution or warning signs, and signs to advertise the property for sale during any sales period. No sign may be nailed or attached to trees. For Sale signs shall not exceed four (4) square feet or be taller than thirty-six (36) inches.		
Proposed	<b>Section 7.5.f: Miscellaneous Use Restrictions.</b> f. No commercial or political sign, billboard, or advertising structure of any kind shall be permitted on any Lot, except building and subcontractor signs during construction periods. Home security signs, caution or warning signs, and signs to advertise the property for sale shall be permitted. No for rent signs of any kind shall be permitted. No sign may be nailed or attached to trees. For Sale signs shall not exceed four (4) square feet, or be taller than thirty-six (36) inches. Sign posts shall not exceed six (6) feet in height, and no more than three riders are allowed.		

<b>Should Section 7.5.i be changed as proposed?</b>		<b>YES [55]</b>	<b>NO [18]</b>
Current	<b>Section 7.5.i: Miscellaneous Use Restrictions.</b> The parking of vehicles shall be permitted in driveways and garages only. No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use. The parking of vehicles in the Subdivision is restricted as follows:		
Proposed	<b>Section 7.5.i: Miscellaneous Use Restrictions.</b> The parking of vehicles shall be permitted in driveways and garages only. No vehicle shall be parked on any lawn, yard, travel area of streets, common areas, or other area not intended for vehicular use. The parking of vehicles in the Subdivision is restricted as follows:		

<b>Should Section 7.5.i.6 be changed as proposed?</b>		<b>YES [66]</b>	<b>NO [7]</b>
Current	<b>Section 7.5.i.6: Miscellaneous Use Restrictions.</b> Trailers Boats Campers: Trailers, boats, campers, or other similar equipment may not be stored on a Lot except in enclosed garages or in areas which completely screen or blind the equipment from streets, adjacent residences, and Common Property.		
Proposed	<b>Section 7.5.i.6: Miscellaneous Use Restrictions.</b> Boats, Trailers, Campers: Trailers, boats, campers, or other similar equipment may not be stored on a Lot except in enclosed garages or in areas which completely screen or blind the equipment from		

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	streets, adjacent residences, and Common Property. Boats are allowed in driveways (not in street) as an exception for a period up to 72 hours for loading, unloading, or cleaning.
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Should Section 7.5.i.9 be Added as proposed?		YES [46]	NO [27]
Current	<b>Section 7.5.i.9: Miscellaneous Use Restrictions.</b>		
Proposed	<p><b>Section 7.5.i.9: Miscellaneous Use Restrictions.</b></p> <p>If vehicles associated with a homeowner address, including visitor's cars, are seen habitually parked in a street, as determined by the board, a warning letter will be sent to the homeowner, giving that homeowner a specific period of time within which to move the vehicle(s). If after receiving the letter, any vehicle associated with the homeowner's address is seen parked habitually in the street another time, the homeowner will be fined up to \$50 per occurrence per day</p> <p>Parking in the street will be tolerated under the following conditions:</p> <ol style="list-style-type: none"> <li>1. While homeowner, or contractor, is engaged in maintenance of home, driveway, or yard.</li> <li>2. During special occasions and holiday get-togethers for a period not to exceed 6 hours.</li> <li>3. During social and committee gatherings for a period not to exceed 6 hours.</li> </ol> <p>Should any vehicle be parked on any Lot, or in the case of any vehicle parked in the street, be leaking oil or other fluids, the driveway, walkway, street, or any other surface must be protected so that the fluid does not run onto it. The Lot owner where that vehicle is parked shall be responsible for cleaning and/or repairing any damage from such leaks.</p>		

Should Section 7.6 be changed as proposed?		YES [58]	NO [15 ]
Current	<p><b>Section 7.6: Plan Review.</b></p> <p>The ARC shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the ARC for approval shall include all plans necessary for construction and shall meet the following standards:</p> <ol style="list-style-type: none"> <li>a. Plans. All plans must be drawn in a professional manner, fully dimensional, and shall include the following: <ol style="list-style-type: none"> <li>1. Plot Plan: An accurately drawn, dimensional and scaled plot plan showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.</li> <li>2. Floor Plan(s): Drawn to 1/4" per foot scale.</li> <li>3. Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.</li> <li>4. External Materials: Specifications of all external materials such as roofing, siding, brick, etc., as well as exterior color schemes must be submitted for approval; actual samples may be required by the ARC.</li> </ol> </li> </ol>		

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	<p>5. Landscaping Plans: Scaled landscaping plans indicating existing trees, trees to be removed and proposed new material, including a tree and plant list indicating type and size for existing as well as newly proposed landscaping.</p> <p>6. Tree Survey: Construction on undeveloped lots must have a certified tree survey certified by a licensed surveyor prior to building commencement</p>
Proposed	<p><b>Section 7.6: Plan Review.</b></p> <p>The ARC shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the ARC for approval shall include all plans necessary for construction and shall meet the following standards:</p> <p>a. Plans. All plans must be drawn in a professional manner, fully dimensional, and shall include the following:</p> <ol style="list-style-type: none"> <li>1) Plot Plan: An accurately drawn, dimensional and scaled plot plan showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.</li> <li>2) Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.</li> <li>3) External Materials: Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval; actual samples may be required by the ARC.</li> <li>4) Landscaping Plans: Scaled landscaping plans indicating existing trees, trees to be removed and proposed new material, including a tree and plant list indicating type and size for existing as well as newly proposed landscaping.</li> </ol>

<b>Should Section 7.8 be changed as proposed?</b>		<b>YES [71]</b>	<b>NO [2]</b>
Current	<p><b>Section 7.8: Plan of Development.</b></p> <p>It is the plan of the Developer to develop Wickham Forest Subdivision into a highly restricted Community of quality homes. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the Community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the Declaration.</p>		
Proposed	<p><b>Section 7.8: Plan of Development.</b></p> <p>It is the goal of the Owners of Wickham Forest Subdivision to maintain a highly restricted Community of quality homes. The Architectural Review Committee shall evaluate proposed improvements with emphasis upon their harmonious incorporation into the Community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the Declaration.</p>		

<b>Should Section 9.3 be changed as proposed?</b>		<b>YES [ 73 ]</b>	<b>Correction Only</b>
Current	<p><b>Section 9.3: Bicycle Path Easements.</b></p> <p>b. The Association shall have an easement in perpetuity for the purpose of constructing and</p>		

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	maintaining a bicycle path fifteen feet (15') in width along the easterly fifteen feet (15') of Lot 118 of Block A.
Proposed	<p><b>Section 9.3: Bicycle Path Easements.</b></p> <p>b. As of November 16, 1992, the Association shall have ownership of a parcel fifteen feet (15') in width along the easterly fifteen feet (15') of Lot 118 of Block A, and shall refer to this parcel as Track "F". Tract "F" is common grounds owned by the association.</p>

Should EXHIBIT A be changed as proposed?		YES [56]	NO [ 17 ]
Current	<p><b>EXHIBIT A - SCREENED ENCLOSURES:</b></p> <ol style="list-style-type: none"> <li>1) Screen patios or porches shall only be permitted in the rear of the house.</li> <li>2) Screen doors shall only be permitted on entry-way doors and shall match the trim color of the house.</li> <li>3) Externally mounted garage door screens shall be permitted.</li> <li>4) Screen enclosures shall be bronze, brown or white if of aluminum construction; or painted to match the color of the home if of wood or stucco material.</li> </ol>		
Proposed	<p><b>EXHIBIT A - SCREENED ENCLOSURES:</b></p> <ol style="list-style-type: none"> <li>1) All screen enclosures must be approved by the ARC. The screen framework color must complement the trim of the house and also be approved by the ARC. Porches that span the front of a house may not be screen enclosed.</li> <li>2) Screen doors installed on entry-way doors shall complement the trim color of the house and be approved by the ARC.</li> <li>3) Externally mounted garage door screens shall be permitted.</li> <li>4) Screen enclosures shall be bronze, brown or white if of aluminum construction; or painted to match the color of the home if of wood or stucco material.</li> </ol>		

Should EXHIBIT A be changed as proposed?		YES [68 ]	NO [5 ]
Current	<p><b>EXHIBIT A - Hurricane Shutters:</b></p> <ol style="list-style-type: none"> <li>1) Hurricane Storm Panels (Shutters) shall be removable type and can be used only during an officially declared "Hurricane Watch." They must be removed when that "watch" is removed.</li> <li>2) Bahama, accordion, and roll down shutters shall be allowed, but can only be in the closed position during an officially declared "Hurricane Watch." They must be returned to the opened position when the watch is rescinded.</li> <li>3) Plywood Panels may be installed, but must follow the same installation and removal restrictions that apply to metal hurricane panels.</li> <li>4) Shutters cannot be used for security purposes at any time other than during an officially declared "Hurricane Watch."</li> <li>5) The ARC must approve all Hurricane Shutters.</li> </ol>		
Proposed	<p><b>EXHIBIT A - Hurricane Shutters:</b></p>		

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	<p>1) Accordion, roll type, storm panels, and Bahama panels shall be allowed.</p> <p>2) Hurricane Storm Panels (Shutters) shall be a removable type and can be used only during an officially declared "Hurricane Watch, Hurricane Warning, or hurricane.." Shutters or storm panels must be removed within 5 days of the hurricane watch, hurricane warning, or evacuation notice being rescinded, provided no other named storm systems are threatening the east coast of Florida within 7 days.</p> <p>3) Bahama, accordion, and roll down shutters shall be allowed, but can only be in the closed position during an officially declared hurricane watch, warning or hurricane. They must be returned to the opened position within 5 days of the hurricane watch, hurricane warning, or evacuation notice being rescinded, provided no other named storm systems are threatening the east coast of Florida within 7 days.</p> <p>4) Plywood Panels may be installed, but must follow the same installation and removal restrictions that apply to metal hurricane panels.</p> <p>5) Shutters cannot be used for security purposes at any time other than during an officially declared "Hurricane Watch or Warning."</p>
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Should EXHIBIT A be changed as proposed?		YES [54]	NO [19]
Current	<p><b><i>EXHIBIT A - Auxiliary Buildings:</i></b></p> <p>1. An enclosed structure with a roof is an auxiliary building. Examples include, but are not limited to: dog houses, storage sheds, gazebos, pool cabanas, equipment enclosures, pump enclosures, garbage can enclosures, etc.</p> <p>2. Finished material shall be wood, stucco, brick or stone, polyvinyl or rustproof metal made to look like said finish material. Roof material shall be shingle, metal or tile.</p> <p>3. Structure anchoring means shall not be externally visible.</p> <p>4. Size of structure shall not exceed 1.22% of total square feet of property or 8 feet above grade (See example A).</p> <p>5. Storage sheds shall only be permitted in fenced yards.</p> <p>6. Any structure higher than 6 feet above grade shall be located behind the house within the area bounded by the left and right extremities of the house structure.</p> <p>7. Must comply with Melbourne Building Codes and Setbacks.</p> <p>8. Must have permit before ARC will consider it for review.</p> <p>9. Example A: Lot sq. ft. 8,250 x 1.22% = 100 sq. ft. maximum size shed allowed</p>		
Proposed	<p><b><i>EXHIBIT A - Auxiliary Buildings:</i></b></p> <p>1. An enclosed structure with a roof is an auxiliary building. Examples include, but are not limited to: dog houses, storage sheds, gazebos, pool cabanas, equipment enclosures, pump enclosures, garbage can enclosures, etc.</p> <p>2. Finished material shall be wood, stucco, brick or stone, polyvinyl or rustproof metal made to look like said finish material. Roof material shall be shingle, metal or tile.</p>		

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|  | <p>3. Structure anchoring means shall not be externally visible.</p> <p>4. Size of structure shall not exceed 1.22% of total square feet of property or 8 feet above grade (See example A).</p> <p style="padding-left: 40px;">Example A: Lot sq. ft. 8,250 x 1.22% = 100 sq. ft. maximum size shed allowed</p> <p>5. Storage sheds shall only be permitted in fenced yards.</p> <p>6. Any structure higher than 6 feet above grade shall be located behind the house within the area bounded by the left and right extremities of the house structure.</p> <p>7. Must comply with Melbourne Building Codes and Setbacks.</p> <p>8. Greenhouses are not permitted.</p> |
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