

Wickham Forest Homeowners Association

Covenants

and

Restrictions

Table Of Contents

[ARTICLE I](#)

MUTUAL BENEFITS AND OBLIGATIONS

[ARTICLE II](#)

DEFINITIONS

- [Section 2.1: Subdivision.](#)
- [Section 2.2: Board of Directors.](#)
- [Section 2.3: Lot.](#)
- [Section 2.4: Owner.](#)
- [Section 2.5: Common Property.](#)
- [Section 2.6: Assessments.](#)
- [Section 2.7: Association.](#)
- [Section 2.8: Architectural Review Committee.](#)
- [Section 2.9: Wickham Forest Sanctuary.](#)
- [Section 2.10: Stormwater Management System.](#)
- [Section 2.11: Conservation Easement Areas.](#)

[ARTICLE III](#)

SUBDIVISION ASSESSMENTS

- [Section 3.1: General Purpose.](#)
- [Section 3.2: Creation of the Lien and Personal Obligation of Assessments and Fines.](#)
- [Section 3.3: Annual Assessments.](#)
- [Section 3.4: Special Assessments.](#)
- [Section 3.5: Fines.](#)
- [Section 3.6: Effect of Nonpayment of Assessments and Fines: Remedies of the Association.](#)
- [Section 3.7: Subordination of Lien to Mortgages.](#)
- [Section 3.8: Damage by Owners.](#)
- [Section 3.9: Maximum Annual Assessment.](#)

[ARTICLE IV](#)

OWNER'S RIGHTS

- [Section 4.1: Right to Use Common Property:](#)
- [Section 4.2: Utilities.](#)

[ARTICLE V](#)

RIGHTS OF THE HOMEOWNERS ASSOCIATION

- [Section 5.1: Enforcement Rights.](#)
- [Section 5.2: Other Assessments.](#)
- [Section 5.3: Common Property Rights.](#)
- [Section 5.4: Common Property.](#)
- [Section 5.5: Tract F.](#)
- [Section 5.6: Tract E.](#)
- [Section 5.7: Duty to Maintain Entrance Way Situated on Tract A.](#)
- [Section 5.8: Membership.](#)
- [Section 5.9: Attorneys Fees.](#)
- [Section 5.10: Duty to Maintain Stormwater Management system.](#)
- [Section 5.11: Duty to Preserve and Maintain Conservation Easement Areas](#)

[ARTICLE VI](#)

RIGHTS RESERVED BY DEVELOPER

- [Section 6.1: Eminent Domain.](#)
- [Section 6.2: Easements for Utilities.](#)
- [Section 6.3: Drainage Easement.](#)
- [Section 6.4: Maintenance Easement.](#)

[ARTICLE VII](#)

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

- [Section 7.1: Plan of development.](#)
- [Section 7.2: Construction Restrictions.](#)
- [Section 7.3: Maintenance of Residences and Lots.](#)
- [Section 7.4: Architectural Control](#)
- [Section 7.5: Miscellaneous Use Restrictions.](#)
- [Section 7.6: Plan Review.](#)
- [Section 7.7: Architectural Review Committee Membership.](#)
- [Section 7.8: Plan of Development.](#)

[ARTICLE VIII](#)

UTILITY PROVISIONS

- [Section 8.1: Water System.](#)
- [Section 8.2: Garbage Collection.](#)
- [Section 8.3: Electrical and Telephone Service.](#)

[ARTICLE IX](#)

EASEMENTS

- [Section 9.1: Landscape Easement](#)
- [Section 9.2: Easement for Drainage Swale and Pipe](#)
- [Section 9.3: Bicycle Path Easements.](#)
- [Section 9.4: Access Easement](#)
- [Section 9.5: Establishment of Easements](#)
- [Section 9.6: Easement Restrictions.](#)
- [Section 9.7: Construction of Easement Provisions.](#)
- [Section 9.8: Maintenance Easement](#)
- [ARTICLE X](#)

GENERAL PROVISIONS

- [Section 10.1: Duration and Amendment](#)
- [Section 10.2: Notices.](#)
- [Section 10.3: Severability.](#)
- [Section 10.4: disputes and Construction of Terms](#)

[ARTICLE XI](#)

MISCELLANEOUS

- [Section 11.1: Leases.](#)

[First Amendment made this 1st Day of January, 2002](#)

EXHIBIT A

[DECLARATION OF COVENANTS AND RESTRICTIONS](#)

- FENCES:
- ARCHITECTURAL SCREEN:
- AUXILIARY BUILDINGS:
- SOLAR HEATING PANELS.
- POOLS:
- SCREENED ENCLOSURES:
- SHUTTERS:
- GENERAL COLOR GUIDELINES:

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR**WICKILAM FOREST SUBDIVISION**

THIS AMENDMENT AND RESTATEMENT is made this ___ day of _____, 1996 by WICKHAM FOREST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association")

RECITALS:

A. The composite plat of Wickham Forest Subdivision is recorded in Plat Book 35, Pages 94 and 95; in Plat Book 36g Page 59; Plat Book 36, Page 61; and Plat Book 36, Page 63, Public Records of Brevard County, Florida; and

B. The Declaration of Covenants and Restrictions of Wickham Forest Subdivision is recorded in Official

Records Book 2994, Pages 1905 et. Seq. and as amended in O.R. Book 3035, Page 3800; O.R. Book 3045, Page 3923;

O.R. Book 3108, Page 2554; O.R. Book 3148, Page 4856; O.R. Book 3236, Page 2525 and re-recorded in O.R. Book

3232, Page 3299; O.R. Book 3312, Page 1822; and O.R. Book 3375, Page 1232, Public Records of Brevard County, Florida; and

C. The Association desires to amend and restate in its entirety the Declaration of Covenants and Restrictions in order to clarify them due to the number of amendments over the course of time pursuant to the authority granted in Article X, Section 10.1 of the Declaration of Covenants and Restrictions for Wickham Forest Subdivision.

NOW, THEREFORE, in consideration of the foregoing, the Declaration is amended and restated as follows:

ARTICLE I**MUTUAL BENEFITS AND OBLIGATIONS**

The Covenants contained in this document are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every Owner of a Lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot, its Owner and the Association. Each Owner, his or her family, friends, guests, tenants, and invitees shall comply with the provisions of these Covenants while present within this Subdivision.

ARTICLE II**DEFINITIONS*****Section 2.1: Subdivision.***

This term shall mean all the property known as Wickham Forest Subdivision as depicted on the Plat.

Section 2.2: Board of Directors.

The Board of Directors of Wickham Forest Homeowners Association, Inc., a Florida not-for-profit Corporation.

Section 2.3: Lot.

Each platted Lot in the Subdivision, regardless of whether a dwelling has been constructed on such Lot.

Section 2.4: Owner.

Each person who owns record title to a Lot₁ excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

Section 2.5: Common Property

Tracts A, B, C, D, F, G and as shown on the plat of Wickham Forest Subdivision are intended for the common use and benefit of all Owners and which is to be deeded to the Association at the time of the conveyance of the first lot₁ subject to the dedication of such Common Property to the Association.

Section 2.6: Assessments.

Annual, special and insurance Assessments by the Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.7: Association.

Wickham Forest Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 2.8: Architectural Review Committee.

The Committee of the Wickham Forest Homeowners Association, Inc. charged with the duties set forth in Article VII of these Covenants.

Section 2.9: Wickham Forest Sanctuary

Lots 1 through 50, Block G of Wickham Forest Subdivision as shown on the Plat.

Section 2.10: Stormwater Management System.

This term shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, 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, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

Section 2.11: Conservation Easement Areas.

This term shall apply to Tract B, according to the plat of Wickham Forest, Phase One as recorded in Plat Book 35, Page 95; Tract A, according to the plat of Wickham Forest, Phase Three as recorded in Plat Book 36, Page 61; and Tract B, according to the plat of Wickham Forest, Phase Four, Plat Book 36, Page 63, all in the Public Records of Brevard County, Florida.

ARTICLE III**SUBDIVISION ASSESSMENTS****Section 3.1: General Purpose.**

The Association is organized for the purpose of providing common services to the Owners, owning and maintaining landscaping and lighting on the Common Property (in the front entrance, islands, and fencing owned by the Association), maintaining fencing on Common Property, providing enforcement of the Covenants and engaging in activities for the mutual

benefit of the Owners. All Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and by-laws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the by-laws of the Association. In order to pay for these services, the Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which came due during the time such Owner owned the Lot.

Section 3.2: Creation of the Lien and Personal Obligation of Assessments and Fines.

Each Owner hereby agrees that by accepting a deed to any portion of the Subdivision, whether or not it is expressed in such deed, to pay to the Association: (1) annual assessments or charges, (2) fines assessed by the Association, and (3) special assessments for capital improvements, such assessments and fines to be established and collected as hereinafter provided. The annual and special assessments and fines, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment or fine, together with interest, costs, and reasonable attorney's 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 not pass to his successors in title unless expressly assumed by them.

Section 3.3: Annual Assessments.

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.

Section 3.4: Special Assessments

The Association may levy a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which exceeds One Thousand Dollars (\$1,000.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special Assessment to acquire a new capital improvement if the special Assessment is 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.

Section 3.5: Fines.

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.

Section 3.6: Effect of Nonpayment of Assessments and Fines: Remedies of the Association.

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.

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.

Section 3.7: Subordination of Lien to Mortgages

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.

Section 3.8; Damage by Owners.

The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents or tenants. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

Section 3.9: Maximum Annual Assessment

- a. Effective January 1, 1994, the maximum annual Assessment shall be \$75.00 per Lot.
- a. Effective January 1, 1995, the maximum annual Assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- a. Effective January 1, 1995, the maximum annual Assessment may be increased above fifteen percent (15%) upon the affirmative 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.
- a. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual Assessment.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1: Right to Use Common Property:

Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-residential Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner.

Section 4.2: Utilities.

Each Owner may use the utilities constructed in the roads or other easements as shown on the Plat as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County and/or the City of Melbourne.

ARTICLE V

RIGHTS OF THE HOMEOWNERS ASSOCIATION

Section 5.1: Enforcement Rights.

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.

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.

Section 5.2: Other Assessments.

Any amounts owed by any Owner to the Association as the result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or Residences shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Association. If any of said sums are not paid when due, they shall be added to and become a part of the annual Assessment to which the Lot is subject and enforceable as provided in Article III, Section 3.6 of these Covenants.

Section 5.3: Common Property Rights.

The Association shall have the right:

- a. to adopt reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property;
- a. to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the Lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.4: Common Property.

The Association shall be vested with ownership of all common property which is shown on the Plat, as Tracts A, B, C, D, F, G and H. The Association shall own said premises for the purpose of preservation of existing vegetation, supplemental plantings, drainage, and retention. The Association has the right to use said common areas for drainage and retention and maintains the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide safe drainage and retention as well as to maintain reasonable standards of health, safety, welfare and appearance.

Section 5.5: Tract F.

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.

Section 5.6: Tract E.

Tract E shall be dedicated to Brevard County for the purpose of the construction and maintenance of a lift station.

Section 5.7: Duty to Maintain Entrance Way Situated on Tract A.

The Association shall have the duty to maintain and protect the entrance way to the subdivision and the related property which is situated on Tract A, C and D on the Plat. Said duty shall include the obligation to cut grass, trim shrubbery, and otherwise keep said property in a safe and attractive condition and maintain reasonable standards of health, safety and appearance. Any irrigation or lighting fixtures placed on said premises shall also be maintained by the Association. This obligation shall include the maintenance of any and all structures erected on said premises, keeping any painted surface clean and attractive and keeping any and all fixtures in a safe and working condition.

Section 5.8: Membership.

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 5.9: Attorneys Fees.

The Association shall be entitled to recover reasonable attorneys fees and costs for the enforcement of any of its rights herein.

Section 5.10: Duty to Maintain Stormwater Management system.

The Association shall have the duty to maintain, operate and repair the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other stormwater capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law and equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

Section 5.11: Duty to Preserve and Maintain Conservation Easement Areas

- a. The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Easement pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District (the "District") for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Easement, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the District, to wit:
 1. The construction, installation or placement of signs, buildings, fences, walls, roads or other structures and improvement on or above the ground of the Conservation Easement Areas.
 2. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials.
 3. The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas.
 4. The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the Conservation Easement Areas.
 5. Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition.
 6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
 7. Acts or use detrimental to such retention of land or water areas.
- b. The Association and all subsequent owners of the Conservation Easement Areas shall have the duty to remove trash and other debris which may accumulate on the Conservation Easement Areas. The District, its successors or assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.
- c. The prohibitions and restrictions upon the Conservation Easement Areas as set forth may be enforced by the District

or its successor agent by proceedings at law or in equity, including without limitation, actions for injunctive relief and may not be amended without prior written approval of the District.

- d. The Conservation Easement Areas hereby created and declared shall be perpetual.
- e. All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns.

ARTICLE VI

RIGHTS RESERVED BY DEVELOPER

Section 6.1: Eminent Domain

If all or part of any easement granted by Developer over property of the Developer is taken for eminent domain, no claim shall be made by the Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility services.

Section 6.2: Easements for Utilities.

The Association reserves a perpetual easement on, over and under the easements and Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Association may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this Section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by the Association are and shall remain private easements and the sole and exclusive property of the Association.

Section 6.3: Drainage Easement

Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into sanitary sewer lines.

Section 6.4'. Maintenance Easement.

The Association reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

ARTICLE VII

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 7.1: Plan of development.

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.

Section 7.2: Construction Restrictions.

The following construction restrictions shall apply:

(a) Construction restrictions for Wickham Forest Lots are imposed as follows:

2. A minimum of twenty (20') feet set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum of twenty (20') feet set back shall be maintained between the side walls of all structures and the side lines of the Lot unless waived by the Association on irregularly shaped Lots. A minimum of seven and one-half (7½) feet set back shall be maintained to an interior line.
3. The minimum floor area of each dwelling shall be 1,200 square feet if a single story residence.
4. All utilities whatsoever shall be installed underground. Any above-ground transformers may be landscaped by homeowner and screened from view.

(b) Construction restrictions for Wickham Forest Sanctuary Lots are imposed as follows:

1. A minimum of thirty-five feet (35') set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum of twenty feet (20') set back shall be maintained between the side walls of all structures and the side lines of the Lot unless waived by the Association on irregularly shaped Lots. A minimum of ten feet (10') set back shall be maintained to an interior line. A minimum of twenty-five feet (25') set back shall be maintained between the rear wall of all structures and the rear Lot line.
2. The minimum floor area of each dwelling shall be 1,500 square feet if a single story residence.
3. All utilities whatsoever shall be installed underground. Any above-ground transformers may be landscaped by homeowner and screened from view.

Section 7.3: Maintenance of Residences and Lots.

- 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 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.
- 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.

Section 7.4: Architectural Control

- 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.
- 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.
- 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.

- 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.
- 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, toolsheds, storage sheds or other structures must be designed to compliment 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.
- f. Play equipment erected or installed shall only be in the rear of the Lot behind the Residence and it must be approved by the ARC.
- 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.
- 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.

Section 7.5: Miscellaneous Use Restrictions.

- a. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot. Trash, refuse and garbage shall not be placed at curbside earlier than 6:00 p.m. on the evening before scheduled pickup. Nothing herein contained shall be construed to conflict with Florida Statutes Section.
- 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.
- c. Only dogs, cats and other common household pets shall be permitted to be kept on any Lot. Pets shall be kept only in the Residence or within a fenced yard. No animal shall be permitted on any Lot or the Common Property attached to a fixed yard leash. No animal shall be permitted off the Lot unless on a leash. Owners will be required to clean up after any pet that relieves itself in any area. Residents shall not breed any animals as a hobby or for profit.
- d. No commercial activity shall be conducted on any Lot. The only exception is the Developer's real estate sales office or agent.
- e. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.
- 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.
- g. No Owner, or his or her family, friends, guest, tenants or invitees shall do anything that disturbs or interferes with the reasonable rights and comforts of other Owners.
- h. No antennae of any kind shall be permitted upon any Lot or structure with the exception of the types described below:
 - 1. A flat plate antennae no larger than 14" x 14" x 2" may be installed on the side or back outside wall of home under the eaves and shall not protrude more than 12" from the surface of the house.
 - 2. A mast-type antennae (such as YAGI) no larger than 24" in length including the base and 1 ½" in diameter may be installed on the side or back outside wall of a home provided that such antennae does not extend above the roof at the point of installation.
 - 3. A direct broadcast antennae no larger than 20" in diameter (if circular) or 20" on a side (if square) may be installed on the side or back outside wall of a home or on a railing, door or ground mount. If mounted on the house, the antennae shall not protrude more than 36" from the surface of the house. If ground mounted, the top of the antennae may not be higher than 5' above the average grade at the perimeter of the house and the base shall be shielded by landscaping on all exposed sides.

The above dimensions are based upon common measuring standards (feet and inches) physically taken (measured) from the furthest outside edge to the furthest outside edge of installed equipment (length/width, height and depth). Manufacturers listed dimensions are not determinative of actual dimensions.

No antennae shall be installed on the front of a home or in the front yard of a home. All antennae shall be installed in a visually unobtrusive manner that is subject to approval by the ARC. All wires or conduits to the permitted antennae shall be painted the same color as the adjacent surface of the house and shall not protrude more than 3" from the surface of the house.

- i. 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:
 1. Automobiles. Sport Utilities or Light Trucks one-ton cargo capacity or less: Vehicles not displaying commercial signs or advertising shall be permitted to be parked in driveways and garages. Vehicles displaying commercial signs or advertising shall be parked only in garages. At the discretion of the Board of Directors an exception may be made to permit law enforcement vehicles to park in driveways.
 2. Passenger Vans: A passenger van is a van with permanent seating for more than three (3) passengers, is not "outfitted for recreational purposes," and has non-commercial license plates. "Outfitted for recreational purposes" shall mean a van that has either 110 volt electrical service and LP gas or sanitary waste facilities. Passenger vans without any logos shall be permitted to be parked in driveways and garages. Passenger vans displaying commercial signs or advertising may be parked only in garages. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van.
 3. Non-Passenger Vans: A non-passenger van is any van that does not comply with the definition of a passenger van. Non-passenger vans not displaying commercial signs or advertising may be parked in garages and driveways. Non-passenger vans displaying commercial signs or advertising may be parked only in garages. No removable ladders or other commercial equipment shall be stored on the exterior of any non-passenger van.
 4. Construction vehicles: Any vehicles of persons actively engaged in the construction or repair of a dwelling within the Subdivision shall be permitted to park in driveways during such construction or repair.
 5. Travel Trailers. Motor coaches. Motor Homes. Mobile Homes : Travel trailers, motor coaches, motor homes, mobile homes and trucks with cargo capacity of greater than one ton and other vehicles or trailers not specifically permitted by sections 1-4 above, or Section 6 below, shall not be parked in the Subdivision at any time except during the incidental loading and unloading of the vehicle unless parked in a garage.
 6. 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.
 7. Lawns: No motor vehicle shall be parked on any lawn, yard or other area not intended for vehicular use.
 8. Abandoned Vehicles: No inoperative vehicle shall be stored on a Lot within view from any street, adjacent residence or Common Property. No Lot shall be used as a junkyard or an auto graveyard.

Section 7.6: Plan Review.

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:

- a. Plans. All plans must be drawn in a professional manner, fully dimensional, and shall include the following:
 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.
 2. Floor Plan(s): Drawn to 1/4" per foot scale.
 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.
 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.
 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.
 6. Tree Survey: Construction on undeveloped lots must have a certified tree survey certified by a licensed surveyor prior to building commencement.

Section 7.7: Architectural Review Committee Membership.

- a. The ARC shall be comprised of five (5) regular members. A vote of three (3) is necessary to carry any decision of the ARC. Alternates shall be appointed by the Board of Directors if necessary to fill vacancies as needed.
- b. Members of the ARC shall be appointed annually by the Board of Directors within thirty (30) days of the annual meeting of the members of the Association.
- c. ARC membership terms shall overlap for thirty (30) days to allow for a smooth transition with the existing committee.

Section 7.8: Plan of Development.

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.

ARTICLE VIII**UTILITY PROVISIONS****Section 8.1: Water System.**

The central water supply system provided by the City of Melbourne for the service of the Subdivision shall be used as the sole source of potable water. Each owner shall pay water meter charges established with the City and shall maintain and repair all portions of such water lines located with the boundaries of his Lot.

Section 8.2: Garbage Collection.

Garbage, trash and rubbish shall be removed from the Lots by the entity selected by the City of Melbourne. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 8.3: Electrical and Telephone Service.

All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Brevard County.

ARTICLE IX**EASEMENTS****Section 9.1: Landscape Easement**

The Association shall have a landscape/protective buffer easement of:

- a. Ten feet (10') in width along the northerly ten feet (10') of Lot 1 through 29 of Block A;
- b. Twenty feet (20') in width along the southerly twenty feet (20') of, Lots 117 through 131 of Block A;
- c. Fifteen feet (15') in width along the westerly fifteen feet (15') of Lots 55 through 59 of Block A and along the easterly fifteen feet (15') of Lot 15, Block G;
- d. Fifty feet (50') in width along the northerly fifty feet (50') of Lots 59 through 67, the northeasterly fifty feet (50') of Lots 67 through 86, and the northerly fifty feet (50') of Lots 87 through 91 of Block A;
- e. Twenty-five feet (25') in width along the southerly twenty-five feet (25') of Lots 15, 16 and 19 through 27 of Block G;

- f. That portion of Lot 27, Block G which is within twenty-five feet (25') of the southern most border of Block G;
- g. Twenty-five feet (25') in width along the westerly twenty-five feet (25') of Lot 27, Block G;
- h. that portion of Lot 28, Block 5 which is within twenty-five (25') of the western most border of Block G.

(The above described easements are more specifically depicted in the Plat).

Said easements to be for the purpose of preservation of existing vegetation and supplemental plantings. The Owner of each of the above described Lots shall have the right to clear underbrush and maintain the landscape easement. However, any tree having a diameter of six inches (6") or more (measured 4' from ground level) may not be removed without prior approval of the Association. All requests for approval of tree removal shall be submitted to the Association along with a plan showing generally the location of such tree(s). Said easements are more specifically depicted on the Plat.

Section 9.2: Easement for Drainage Swale and Pipe

The easements described herein are specifically depicted in the Plat.

The Association shall have an easement in perpetuity for the purpose of constructing and maintaining a drainage swale fifty feet (50') in width along the northeasterly fifty feet (50') of Lots 77 through 86 Block A. The Association reserves the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance; however, said reservation and right shall not be considered an obligation of the Association to provide or maintain any such service.

Section 9.3: Bicycle Path Easements.

The easement described herein is specifically depicted on the Plat.

- a. The Association shall have an easement in perpetuity for the purpose of constructing and maintaining a bicycle path seven and one-half feet (7 ½') in width along the northerly seven and one-half feet (7 ½') of Lot 15 Block G and seven and one-half feet (7 ½') in width along the southerly seven and one-half feet (7 ½') of Lot 14, Block G.
- b. The Association shall have an easement in perpetuity for the purpose of constructing and maintaining a bicycle path fifteen feet (15') in width along the easterly fifteen feet (15') of Lot 118 of Block A.

The Association reserves the right to cut any trees, bushes, or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary to provide a safe and operative bicycle path and to maintain reasonable standards of health, safety and appearance. However, said reservation and right shall not be considered an obligation of the Association to provide or maintain any such service.

Section 9.4: Access Easement

The easement described herein is specifically depicted on the Plat. The Association shall have an easement in perpetuity for the purpose of access to and maintenance of its other easements fifteen feet (15') in width along the easterly fifteen feet (15') of Lot 15, Block G.

Section 9.5: Establishment of Easements

All easements, as provided for in this Article shall be established by one or more of the following methods, to wit:

- a. By a specific designation of an easement on the recorded plat of Wickham Forest;
- b. By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- c. By this Declaration of Covenants and Restrictions or by a separate instrument, said instrument to be subsequently recorded by the Association; or
- d. By virtue of the reservation of rights set forth in Section 2 of this Article.

Section 9.6: Easement Restrictions.

Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in Section 2 of this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

Section 9.7: Construction of Easement Provisions.

Any and all parts of this Declaration relating to the reservation and maintenance of easements are to be read and construed as being consistent with each and every other party relating to easements.

Section 9.8: Maintenance Easement

The plat of Wickham Forest Subdivision, Phase Four, imposes a twenty-five foot (25') maintenance easement upon Lots 15 through 28, Block G, and fifteen foot (15') access easement upon Lot 15, all as depicted on the Plat. Said lots are hereby further restricted such that no structures of any type or nature including, without thereby limiting, buildings, fencing, and the like, shall be constructed within the twenty-five foot (25') maintenance easement or the fifteen foot (15') access easement; it being the intent that said access and maintenance easements shall, at all times, remain clear to facilitate access and maintenance of the adjoining canal by the city of Melbourne, Florida.

ARTICLE X

GENERAL PROVISIONS

Section 10.1: Duration and Amendment

These covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements as described below. These covenants may be modified or terminated only upon an affirmative vote of fifty-one percent (51%) of the Lot Owners present or voting by proxy at a meeting duly called for such purpose at which a quorum is present, provided however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The common property shall not be mortgaged or conveyed without the consent of at least fifty-one percent (51%) of the Lot Owners present or voting by proxy at a meeting duly called for such purpose at which a quorum is present.

Any amendment to these Covenants which alters the Stormwater Management System, other than for matters relating to maintenance of the Stormwater Management System as originally designed and including the water management portions of the Common Property, shall not be effective without the prior written approval of St. Johns River Water Management District.

Section 10.2: Notices.

Any notice required to be sent to any person pursuant to any provisions of these covenants will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 10.3: Severability.

Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these covenants is prohibited or held invalid, the prohibition or invalidity shall not effect any other provision which can be given effect. To this end, the provisions of these covenants are declared to be severable.

Section 10.4: disputes and Construction of Terms

In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Subdivision Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

ARTICLE XI

MISCELLANEOUS

Section 11.1: Leases.

- a. Article I provides that all persons who are present in the Subdivision must comply with the Covenants. In order to enforce this provision, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

The Leased Premises are a part of a Subdivision. All persons occupying property in Wickham Forest Subdivision are required to observe the Covenants and Restrictions of the Wickham Forest Homeowners Association. Copies of all Covenants and Restrictions and By-laws of the Association are to be obtained from the Landlord.

By signing below I hereby declare that I have read and understand the Declaration of Covenants and Bylaws and I agree to abide by them.

_____ -

Tenant Date

- b. In addition, all Owners leasing their Lots are required to provide the Association with a copy of the lease and the names and addresses of the Lot Owner and the Tenant within fifteen (15) days of the effective date of the lease.
- c. If the Lot Owner or Tenant fails to abide by the provisions of this Section, the Lot Owner may be assessed a fifty dollar (\$50.00) fine plus all legal fees and other expenses incurred by the Association as provided in Section 3.5 above.

IN WITNESB VKEREOF, the undersigned parties have caused their seals and signatures to be affixed the date and year first above written.

ATTEST: WICKHAM FOREST HOMEOWNERS

ASSOCIATION, INC.

Secretary President

(Corporate seal)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me

this ____ day of _____, 1996 by _____ an officer of Wickham Forest Homeowners

Association, Inc. a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced
_____ as identification.

Notary Public

Printed Name:

My commission expires:

EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS

** ARCHITECTURAL GUIDELINES **

FENCES:

1. Any architectural blind with any one side greater than 16 feet in length constitutes a fence.
1. Shall be of pressure treated, cypress or cedar wood material.
1. Fence type shall be picket, board on board, shadow box or stockade and shall be 6 feet in height maximum.
1. Fences may be left natural or be finished with a wood-tone stain.
1. Fences installed on lots that border a retention area shall not exceed 42 inches in height when located within 20 feet or less of the rear property line nor shall they be placed on the maintenance easement or otherwise be installed to restrict passage around retention area perimeter.
1. The transition between differing fence height segments shall be gradual in proportion to the change in height.
1. Fences shall not be installed in front of the front face of the house structure.

ARCHITECTURAL SCREEN:

1. Any material - free standing or attached to the house structure employed as an architectural blind with a length of 16 feet or less on any side constitutes an architectural screen.
1. Architectural screens shall not be permitted to have a roof of any kind.
1. Finish materials may be cedar, cypress, pressure treated wood, stucco, brick or stone.
1. Wood materials may be left natural or finished with a wood tone stain. Masonry materials shall be painted to match the colors of the house.

AUXILIARY BUILDINGS:

1. An enclosed structure with a roof is an auxiliary building. Examples include, but are not limited to: dog house, storage shed, gazebo, pool cabana, equipment enclosures, pump enclosures, garbage can enclosures, etc.
1. Finish material shall be wood, stucco, brick or stone. Roof finish shall be shingle or tile matching roof of home.
1. Structure anchoring means shall not be externally visible.
1. size of structure shall not exceed 100 square feet or 8 feet above grade.
1. Storage sheds shall only be permitted in fenced yards.
1. 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.

SOLAR HEATING PANELS:

1. All plumbing serving solar heating panel systems shall be the same color as the solar panels.
1. Wherever possible solar panels shall be installed flush with the roof surface.

POOLS:

1. All pools shall be in-ground and shall be enclosed by fence or screen.

SCREENED ENCLOSURES:

1. Screen patios or porches shall only be permitted in the rear of the house.
1. Screen doors shall only be permitted on entry-way doors and shall match the trim color of the house.
1. Externally mounted garage door screens shall be permitted.
1. 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.

SHUTTERS:

1. Bahama Shutters shall be allowed.

GENERAL COLOR GUIDELINES:

1. Color selection shall be conservative and in harmony with the neighborhood.
1. Color schemes of adjacent houses shall be considered when evaluating color selection.
1. Main and trim color selection will be evaluated for compatibility.

Prepared by and return to:

J. Patrick Anderson, Esquire

Frese, Nash & Hansen, P.A.

930 S. Harbor City Boulevard

Suite 505

Melbourne, FL 32901

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WICKHAM FOREST SUBDIVISION**

THIS FIRST AMENDMENT is made this 1st day of January, 2002 by WICKHAM FOREST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS:

A. The composite plat of Wickham Forest Subdivision is recorded in Plat Book 35, Pages 94 and 95; in Plat Book 36, Page 59; Plat Book 36, Page 61; and Plat Book 36, Page 63, Public Records of Brevard County, Florida; and

B. The Amended and Restated Declaration of Covenants and Restrictions of Wickham Forest Subdivision (the "Amended and Restated Declaration of Covenants and Restrictions") is recorded in Official Records Book _____, Pages _____ Public Records of Brevard County, Florida; and

C. The Association desires to change, alter or modify the Amended and Restated Declaration of Covenants and Restrictions pursuant to the authority granted in Article X, Section 10.1 of the Amended and Restated Declaration of Covenants and Restrictions for Wickham Forest Subdivision.

NOW, THEREFORE, in consideration of the foregoing, the Amended and Restated Declaration of Covenants and Restrictions is amended as follows:

1. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 3.9(a) to read as follows:

"(a) Effective January 1, 2001, the maximum annual assessment shall be \$90.00 per Lot."

2. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 7.3(a) to read as follows:

"(a) Each Owner shall keep all Lots owned by him/her and all improvements therein or thereon, in good order and repair in a manner, and with such frequency, as is consistent with good property management - including, but not limited to:

- seeding, watering and mowing of all lawns
- pruning and cutting of all trees and shrubbery
- replacement of dead or damaged vegetation
- removal of oil and stains from driveways
- removal of mildew from roofs and other infected areas
- replacement of rusted or damaged mailboxes and/or posts

- 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 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."

3. The Amended and Restated Declaration of Covenants and Restrictions is amended by adding the following language to Article VII, Section 7.3:

"(c) Lawns shall be maintained, cut, edged and trimmed regularly at a frequency and height that is harmonious with the rest of the neighborhood. Trees/bushes overhanging the streets and sidewalks shall be kept trimmed to provide safe passageway by pedestrians and vehicles."

4. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 7.4(a) to read as follows:

"(a) All fences and hedge lines must be approved by the ARC prior to construction. The ARC may require that the composition and color of any fence be consistent with fences around surrounding residences. No wire or chain link fences shall be construed on any Lot. 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 conversation area on any fence that may have been erected by the Developer which borders the Owner=s Lot and the retention or conservation areas."

5. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 7.4(c) to read as follows:

"(c) No building, fence, pool, 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."

6. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 7.4(f) to read as follows:

"(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."

7. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 7.5(a) to read as follows:

"(a) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot. Trash, refuse and garbage shall not be placed at curbside earlier than 5:00 p.m. on the evening before scheduled pickup. Nothing herein contained shall be construed to conflict with State, County or City Rules, Ordinances or Statutes."

8. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 7.5(h) to read as follows:

"(h) No exterior television, radio antenna or satellite dish of any sort shall be permitted upon any Lot or structure without prior approval of the ARC with the exception of the types described below:

1. A flat plate antennae no larger than 14" x 14" x 2" may be installed on the side or back outside wall of home under the eaves and shall not protrude more than 12" from the surface of the house.
2. A mast-type antennae (such as YAGI) no larger than 24" in length including the base and 1 1/2" in diameter may be installed on the side or back outside wall of a home provided that such antennae does not extend above the roof at the point of installation.
3. A direct broadcast antennae no larger than 20" in diameter (if circular) or 20" on a side (if square) may be installed on the side or back outside wall of a home or on a railing, door or ground mount. If mounted on the house, the antennae shall not protrude more than 36" from the surface of the house. If ground mounted, the top of the antennae may not be higher 5' above the average grade at the perimeter of the house and the base shall be shielded by landscaping on all exposed sides.
4. Satellite dishes smaller than 40 inches in size will be permitted by the ARC, subject to review and approval of the color, location and appearance of the satellite dish on the Lot. No satellite dish larger than 40 inches in size will be permitted on any Lot. No radio or television antenna or transmitting tower shall be permitted on any Lot."

9. The Amended and Restated Declaration of Covenants and Restrictions is amended by restating Article VII, Section 7.5(i) to read as follows:

"(i) The parking of vehicles shall be permitted in driveways and garages only. No vehicle shall be parked on the streets of the Subdivision as a matter of course. No vehicle shall be parked on any lawn, travel area of streets or other area not intended for vehicular use. The parking of vehicles in the Subdivision is restricted as follows:

(1) Automobiles, Sport Utilities or Light Trucks (1 ton cargo capacity or less): Vehicles not displaying commercial signs or advertising shall be permitted to be parked in driveways and garages. Vehicles displaying commercial signs or advertising shall be parked only in garages. At the discretion of the Board of Directors an exception may be made to permit law enforcement vehicles to park in driveways.

(2) Passenger Vans: A passenger van is a van with permanent seating for more than three (3) passengers, is not "outfitted for recreational purposes," and has non-commercial license plates. "Outfitted for recreational purposes" shall mean a van that has either 110 volt electrical service and LP gas or sanitary waste facilities. Passenger vans without any logos shall be permitted to be parked in driveways and garages. Passenger vans displaying commercial signs or advertising may be parked only in garages. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van.

(3) Non-Passenger Vans: A non-passenger van is any van that does not comply with the definition of a passenger van. Non-passenger vans not displaying commercial signs or advertising may be parked in garages and driveways. Non-passenger vans displaying commercial signs or advertising may be parked only in garages. No removable ladders or other commercial equipment shall be stored on the exterior of any non-passenger van.

(4) Construction vehicles: Any vehicles of persons actively engaged in the construction or repair of a dwelling within the Subdivision shall be permitted to park in driveways during such construction or repair.

(5) Travel Trailers, Motor coaches, Motor Homes, Mobile Homes: Travel trailers, motor coaches, motor homes, mobile homes and trucks with cargo capacity of greater than one ton and other vehicles or trailers not specifically permitted by sections 1-4 above, or Section 6 below, shall not be parked in the Subdivision at any time except during the incidental loading and unloading of the vehicle unless parked in a garage.

(6) 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.

(7) Lawns: No motor vehicle shall be parked on any lawn, yard or other area not intended for vehicular use.

(8) Abandoned Vehicles: No inoperative vehicle shall be stored on a Lot within view from any street, adjacent residence or Common Property. No Lot shall be used as a junkyard or an auto graveyard."

10. The Amended and Restated Declaration of Covenants and Restrictions is amended by deleting Article VII, Section 7.8 in its entirety.

11. Exhibit "A" to the Amended and Restated Declaration of Covenants and Restrictions is amended by restating Paragraph 2 of

the Section entitled "Fences" to read as follows:

- 2) Fences shall be made of pressure treated cypress, pine or cedar wood material, or simulated man-made fencing such as PVC.

12. Exhibit "A" to the Amended and Restated Declaration of Covenants and Restrictions is amended by restating the Section entitled "General Color Guidelines" to read as follows:

"GENERAL COLOR GUIDELINES:

- 1) Color selection shall be conservative, i.e., soft-muted pastels and neutrals and in harmony with the neighborhood.
- 2) Color schemes of adjacent houses shall be considered when evaluating color selection.
- 3) Houses, trim and front door color selection will be evaluated for compatibility.
- 4) Roof color will be considered when evaluating a color selection.
- 5) Color Selections shall comply with the "Approved Color Guidelines Book" kept by the ARC.
- 6) All Owners painting the exterior of their homes must submit an application to the ARC even if repainting the original color."

13. Exhibit "A" to the Amended and Restated Declaration of Covenants and Restrictions is amended by restating the Section entitled "Shutters" to read as follows:

"HURRICANE SHUTTERS:

- 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.
- 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.
- 3) Plywood Panels may be installed, but must follow the same installation and removal restrictions that apply to metal hurricane panels.
- 4) Shutters cannot be used for security purposes at any time other than during an officially declared "Hurricane Watch."
- 5) The ARC must approve all Hurricane Shutters."

14. In all other respects not inconsistent with the above, the said Amended and Restated Declaration of Covenants and Restrictions is hereby ratified, confirmed, re-executed and republished in its entirety.

IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed the date and year first above written.

WICKHAM FOREST HOMEOWNERS
ASSOCIATION, INC.

By: _____

Print Name: _____
Duane Charter, President

Witness

Print Name: _____

Witness

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2002 by Duane Charter, President of Wickham Forest Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or provided _____ as identification.

Notary Public

Printed Name: _____

Attention Wickham Forest Residents:

Please place the following insert into your Wickham Forest Home Owner's Association Binders, Titled: Wickham Forest Deed Restrictions and Covenants (received at time of home purchase).

ARTICLE VII

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 7.4: Architectural Control

Paragraph (e) page 11

(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 compliment 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.

Exhibit "A"

DECLARATION OF COVENANTS AND RESTRICTIONS

Page A-1

AUXILIARY BUILDINGS:

1. An enclosed structure with a roof is an auxiliary building. Examples include, but are not limited to: dog house, storage shed, gazebo, pool cabana, equipment enclosures, pump enclosures, garbage can enclosures, etc.
- 2.
3. Finished material shall be wood, stucco, brick or stone, **polyvinyl or rust-proof metal made to look like said finish material.** Roof finish shall be **shingle, metal or tile.**
4. Structure anchoring means shall not be externally visible.
5. **Size of structure shall not exceed 1.22% of total square feet of property or 8 feet above grade (See example A).**
6. Storage sheds shall only be permitted in fenced yards.
7. 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.
8. **Must comply with Melbourne Building Codes and Setbacks.**
9. **Must have permit before ARC will consider it for review.**
10. **EXAMPLE: A, Lot sq.ft. 8,250 X 1.22% = 100 sq.ft. maximum shed size allowed.**