

BREWSTER ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made, published and executed on the date hereinafter set forth by the present owners of certain real property located in Leon County, Florida, known as BREWSTER ESTATES, an unrecorded subdivision consisting of five units, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, various and separate restrictive covenants have been published and recorded for each unit of BREWSTER ESTATES; and

WHEREAS, the majority of property owners of UNITS 1 & 2 of BREWSTER ESTATES wish to amend, modify, add to and consolidate such restrictive covenants for the mutual benefit of all property owners in BREWSTER ESTATES.

NOW, THEREFORE, in consideration of the premises and the benefits to be derived by each and every subsequent owner of any real property located in BREWSTER ESTATES, said owners do hereby declare that all properties described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which shall run with and be appurtenant to the real property described in Exhibit "A" and be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Properties" shall mean and refer to that certain real property herein before described and as set forth on Exhibit "A" attached hereto and expressly made a part of these covenants.

Section 2. "Residential Unit" shall mean and refer to each lot, parcel, or residential living unit located within the properties, i.e., one-half of the duplex, a single family residence, or unimproved lot.

Section 3. "Owner" shall mean and refer to the record title owner, whether one or more persons or entities, of fee simple title to any residential unit which is a part of the properties, including contract sellers, but excluding one having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean and refer to all real property, including improvements thereto, owned by the Association or to which all property owners share an easement for the use and enjoyment thereof, including but not limited to private roadways and utility easements.

Section 5. "Association" shall mean and refer to Brewster Estates Homeowners Association, Inc., a corporation not for profit, its successors and assigns.

ARTICLE II
GENERAL PROVISIONS

Section 1. Duration-Amendments. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date these restrictions are recorded, after which the covenants shall be automatically extended for successive periods of ten years. This declaration may be amended by a simple majority of residential unit owners. Any amendment must be recorded.

Section 2. Enforcement. The Association, or any owner, shall have the right to enforce, by proceedings at law or in equity, these covenants. Failure by the Association or any owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover such costs and attorney's fees as are reasonably incurred in such action.

Section 3. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise effect any other provision of these covenants, or any previous covenants and restrictions, all of which shall remain in full force and effect.

ARTICLE III
USE RESTRICTIONS

Section 1. Land Use and Building Type. No residential unit shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the properties other than either a single or double (duplex) family dwelling not to exceed two and one-half stories in height.

•No building shall be located on any lot nearer than twenty-five feet from the front lot line, or nearer than seven and one-half feet to either side lot line. For purposes of this covenant, eaves, steps, carports and open porches shall be considered as a part of a building.

- No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the point of the minimum building setback line.
- All structures shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of the construction and shall be placed on the lot in conformance with its requirements.

Section 2. Temporary Residences Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

Section 3. Trailers-Campers. No boat, trailer, boat-trailer, recreational vehicle, camper, or other out-of-service vehicle shall be stored or parked within seventy-five feet of any common area.

Section 4. Fences. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type and design and location thereof shall have been approved in writing by the Architectural Control Committee; nor shall such fence or wall be permitted to impair the sight view of any intersection or be nearer to any street than the front corner of the residence.

Section 5. Animals Prohibited. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. All pets must be contained within fenced enclosures.

Section 6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for garbage or rubbish. Trash or garbage shall not be left unenclosed nor solely in plastic bags but shall be placed and contained in garbage cans or other containers of substantial structure. All garbage cans or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

Section 7. Run-off Water. Retention of storm and rain water shall be in accordance with Leon County Ordinances. The method or retention must be approved by the Leon County Environmental Department and County Engineering Office or such other appropriate County agency or officer.

Section 8. Radio and Television Antennas. No owner shall construct, erect, or maintain any external radio or television antenna, satellite disk, or other similar apparatus on any lot within the properties unless such apparatus is separated from the roadway by a residence.

Section 9. Solicitation and Advertising.

- No person may engage in any business from any residential unit within the properties which would result in pedestrian or automobile traffic to and from said residential unit or lot. Notwithstanding the above, the Association shall be authorized to regulate, control, limit and otherwise prohibit the operation or maintenance of any other business which may be engaged in by any owner or other person upon any of the properties. It is the intent of these covenants to restrict business and commercial activities within the properties so as to preserve the peace and tranquillity and aesthetic neighborhood quality of the properties. It is not the intent to prohibit completely the practice or profession which is conducted completely within the residential unit of any owner, including but not limited to artists and writers.

- No solicitation for business purposes or otherwise shall be allowed within the boundaries of the properties. No signs, posters, or other advertisements of any kind shall be placed on any lot or residential unit within the properties, except that signs, posters, or other advertisements no more than five square feet in size may be placed on lots or residential units for purposes of advertisement for sale or rent, or for advertisement by builders of property during construction and sales.

Section 10. Notice of Covenants and Rules to Guests and Renters. Each owner shall advise his or her guests and renters of these covenants and of the rules and regulations which may be enacted by the Association for the use and enjoyment of all properties, including common areas, and shall be responsible for the compliance therewith by such guests and renters.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any lot or residential unit nor shall anything be done by any owner that may or may become an annoyance or nuisance to other owners. All residential units and lots shall be used in a manner consistent with all city and county ordinances, state and federal laws, rules and regulations.

Section 12. Clotheslines. No laundry, mattresses, bedding materials, clothing or similar materials shall be placed on or hung out to dry except on clotheslines which are located in the backyard of residences.

Section 13. Mail-Newspaper Boxes. There shall be no more than one post for mailbox and newspaper boxes combined. No mailboxes or newspaper boxes shall be attached to trees.

Section 14. Firearms. The display or discharge of firearms, including but not limited to, shotguns, rifles, pistols, pellet and b.b. guns, is hereby prohibited. Provided, however, that nothing contained herein shall be construed to prohibit any owner from owning, possessing or maintaining within a residential unit a firearms or to display or discharge said firearm in defense of person or property as allowed by law.

Section 15. Motorcycles-Recreational Vehicles. No motorcycle, automobile or recreational vehicle, or off-road vehicle shall be operated within the boundaries of the properties except on paved roads intended for such vehicular operation.

Section 16. Parking Slips. All parking slips that are not made of concrete or asphalt shall be required to have concrete apron two foot in depth by the width of the parking slip.

Section 17. Mining. No gas, oil, mineral, quarry or other gravel operation shall be permitted on any lot.

ARTICLE IV PROPERTY RIGHTS

Section 1. Easements. Easements for roadways and for installation of maintenance of utilities and drainage facilities as previously granted or reserved are reserved to the owners. Every owner shall have the right to the enjoyment and use in and to all common areas, including such easements, which right shall be appurtenant to and shall pass with the title to every residential unit, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any common area, including maintenance assessments;

B. The right of the Association to suspend the voting rights and the right to use the common area except roadways for any period during which an assessment against an owner's residential unit remains unpaid, and for a period not to exceed sixty days for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE V HOMEOWNERS ASSOCIATION

Section 1. Members. The owners shall cause to be created a Homeowners Association, called Brewster Estates Homeowners Association, Inc., which shall be incorporated as a corporation not for profit and whose members shall consist of every residential unit owner. The membership shall be appurtenant to and may not be separated from ownership of any residential unit.

Section 2. Voting. Each member shall be entitled to one vote for each residential unit owned. Where more than one person holds an interest in any one residential unit, all such persons shall be members. The vote for such residential unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one residential unit.

Section 3. The initial incorporators and directors of the Association shall cause to be enacted appropriate By-Laws in order to effectuate and provide for the operating procedure for the Association. All owners shall be subject to the rules and regulations of the Association as properly enacted or promulgated in accordance with the Articles of Incorporation and By-Laws of the Association.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarants, or owners, for each residential unit owned within the properties, hereby covenants, and each owner of any residential unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with any interest, costs, and reasonable attorney's fees incurred to enforce this covenant, shall be a charge upon the land and residential unit and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in the enforcement of this covenant shall also be the personal obligation of all owners of such residential units at the time when the assessment fell due. The personal obligation for a delinquent assessment shall not pass to the successors in title of owners, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for purpose of promoting the health, safety and welfare of the residents in the properties and in particular for the

improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the common areas, including roadways, situated upon the properties.

Section 3. Maximum Annual Assessment. Each owner of a residential unit shall deposit by January 15th of each year, beginning in 1983, with the Association, the sum of \$40.00 per residential unit owned. This shall be the maximum annual assessment.

The maximum annual assessment may be increased each year by a majority vote of the Board of Directors of the Homeowners Association. Any increase in the maximum annual assessment of more than ten (10%) percent shall be effective only by a vote of three-fourths of the members of the Association.

Section 4. Special Assessment for Capital Improvements.. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths of the votes of each member of the Association, voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 above shall be sent to all members of the Association not less than thirty days nor more than sixty days in advance of the meeting. At such meeting, the presence of members or proxies entitled to cast the votes of a majority of all members shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all residential units.

Section 7. Date of Commencement of Annual Assessments. The Board of Directors of the Association shall fix the amount of the annual assessment against each residential unit at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified residential unit have been paid. A properly executed certificate of the Association as to the status of assessments on a residential unit is binding upon the association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall be increased by a service charge of \$5.00 per month. The Association may bring an action at law or equity against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise avoid liability for the assessment provided for herein by non use of the common area or abandonment of his residential unit. No sale or transfer of the unit shall release such owner from liability for any assessments accruing as of the date of such transfer. Nothing herein shall prevent the Association from prorating assessments where ownership of residential units is transferred.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected, placed, altered, modified or maintained upon the properties nor shall any exterior addition or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation and the aesthetic appearance and architectural integrity of the properties.