

**RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
BROOK ESTATES SUBDIVISION**

This Restated Declaration of Restrictions and Protective Covenants (hereinafter referred to as the "Protective Covenants") for BROOK ESTATES Subdivision shall hereby completely amend and replace the "Declaration of Restrictions and Protective Covenants for Brook Estates Subdivision" as recorded in OR Book 408 Pages 249-251, Hamilton County, Florida.

WHEREAS, the Developer, Jim Jean and Sons, Inc. is the owner in fee simple of the following described real property: **BROOK ESTATES SUBDIVISION**

A Subdivision, as more particularly described in The Plat thereof filed at Plat Book 3 Page 14 of the Public Records of Hamilton County Florida.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deriving title through the undersigned. These Restrictions and Protective Covenants, during their lifetime, shall be for the benefit of and a limitation upon all present, or future State, County, or other governmental policies or ordinances affecting the land use and other matters. The owners agree and covenant to each other to abide by all such ordinances and policies.

1. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until June 5, 2017. Thereafter, said Protective Covenants shall be automatically extended for successive periods of ten (10) years. The Developer shall have the right, at any time until Developer has sold all lots in the subdivision, to amend these Protective Covenants, as it, in its sole discretion, deems appropriate. After the Developer has sold all lots in the subdivision, these Protective Covenants may be amended at any time, if such amendment is approved by the owners representing the ownership of not less than 75% of the lots covered by these Protective Covenants. Such approval shall be evidenced by the recording of an instrument placed on public record in Hamilton County, Florida executed by said owners. Invalidity of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. If the parties hereto, or any of them, or their successors or assigns, shall violate any of the Protective Covenants herein, it shall be lawful for the Developer or any other person or persons owning any real property situate in said development or subdivision to enforce these Protective Covenants. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants either to restrict violation or to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

3. Permanent dwellings shall be constructed in a professional manner meeting all requirements of the Hamilton County Building Department and all dwellings must have a minimum inside heated and cooled area of 850 square feet. These protective covenants do not prohibit Manufactured Homes or Modular Homes to be placed on the property as a residential dwelling, provided:

- a. They are brand new, first time titled and first time set-up, when placed on the property after February 3, 1998. They have a minimum size (exclusive of tongue) of 14' x 66' Box Size for Single Wide or 24' x 36' Box Size for Double Wide as listed on Manufacturer's size description for the home.
- b. The homes must remain in good condition and well maintained so as to present an attractive appearance, specifically the roof and sides must be intact with no holes exposed, no rust or damage, no broken glass and windows and doors must be in good condition. The exterior must remain in good condition, well

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DATE 04/15/98 TIME 09:09

ELAINE ROZIER CLERK
CO: HAMILTON ST: FL

RECORD VERIFIED

Base

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maintained and must present an attractive appearance without any exposed damages, rust, holes, rotted wood or poor condition of paint. No excessive mildew or discoloring allowed on the homes.

- c. Any Manufactured home must be underskirted and set up and maintained in a neat and orderly fashion. The skirting material is to be attractive and compliment the siding and conceal the tongue, which must be removed upon set-up, and any exposed areas between the base of the home and the lot. Concrete Blocks shall not be allowed for the purposes of skirting the home. Skirting must be completed within 90 days of manufactured home being placed on property.
- d. Any Manufactured Home must be constructed with wooden or masonite siding or residential lapped siding (non metallic in appearance).

All materials used in construction shall be of new material and all construction must be completed within a reasonable period of time. All improvements to the property shall be done in a neat and orderly manner. Prior to the construction of or set up of any dwelling the owner must receive written authorization of compliance from the developer or his agent. The Developer must respond within thirty (30) days of this written request, either accepting or rejecting the same, or approval by the Developer shall not be necessary.

4. Due to the intention for this subdivision to be an attractive, peaceful, well maintained neighborhood for single family residences, the following provisions prohibiting renting and limiting occupancy shall be in effect:

- a. These Protective Covenants shall prevent a lot owner from leasing the whole or any portion of the lot or any dwelling constructed or placed on the lot.
- b. Any permanent dwelling placed or constructed on a lot must be a single family dwelling. Multiple families or greater than eight (8) people may not reside in a dwelling.
- c. No more than one single family dwelling is allowed on any lot in this subdivision. Sheds, barns, and other out buildings are permitted.

5. Trash, junk, garbage and abandoned automobiles shall not be allowed to be placed nor to remain on any lot. Each homesite area is to be maintained in a neat and orderly appearance free of clutter and miscellaneous items scattered around. These items are to be kept in storage shed(s). Each property must have storage shed(s) for such maintenance. No property shall be without a storage shed for a period longer than 90 days per any given year.

6. Travel trailers, campers, motor homes and tents shall not be permitted on any lot for camping or dwelling purposes. However, an owner with a permanent dwelling on his lot will not be prohibited by these Protective Covenants from maintaining or parking a travel trailer or motor home on their land provided the travel trailer, camper and motor homes are not occupied while on the land. In the event a building permit has been issued to an owner by the Hamilton County Building Department for construction of a home on the owner's lot in this subdivision, the owner commences construction and continues with the construction on at least a monthly basis, the owner will not be prohibited from using a travel trailer or motor home as a temporary residence while construction is being completed with a valid and current building permit. This temporary residency period is not to exceed one (1) year in length. Government agencies (such as the zoning department and health department) have further guidelines and limitations with regard to camping.

7. No trade or business, nor any noxious or offensive activity shall be carried on upon the herein described lots which may be or may become an annoyance or nuisance to the other owners of the subject property. Until such time as Developer sells lot 3, notwithstanding the other provisions of these Protective Covenants, Lot 3 shall not be restricted from being used as a sales office or model home center.

8. These Protective Covenants will not prohibit the land owner from fencing his land along his boundary lines and grazing cows, horses, goats, etc. providing, however, that said animals do not create a nuisance to the neighboring property owners. Pigs, chicken barns, or animal pens shall not be allowed within one hundred fifty feet (150') of any existing roads, or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by action or number, shall under no circumstance create a nuisance to the neighbors in the development, in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard.

9. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision.

10. In the event of a violation or breach of any item within this Declaration of Restrictions for BROOK ESTATES Subdivision by a person or concerned party claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the owner of any lot located on the herein above described real property, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

11. Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Hamilton County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of lots in BROOK ESTATES Subdivision.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein described has been executed by the Developer named on the first page hereof as of the day and year first above set forth.

Signed, sealed and delivered
in our presence as witnesses:

Katherine H. Upshaw
Witness: Katherine H. Upshaw

Alan R. Jean
Witness: Alan R. Jean

Jim Jean
Jim Jean, as President
Jim Jean and Sons, Inc.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 16th day of February, 1998, by Jim Jean, personally known to me.

Katherine H. Upshaw
Notary Public

This instrument was prepared by:

Jim Jean, as President
412 NE 16th Ave. #45
Gainesville, FL 32601

KATHERINE H. UPSHAW
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. DEC. 30, 2000
COMM. # CC 590670
Bonded By Old Republic Surety Company