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ROCK BROOK  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

L. T. ENGELKE, INC., hereinafter called declarant, is the owner in fee simple of certain real property located in Leon County, Florida, more particularly described in Exhibit "A" hereto.

Such real property is subject to a recorded subdivision known as Rock Brook, a rendition of which is attached hereto as Exhibit "B".

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Rock Brook Homeowners Association, Inc.

Section 2. "Declarant" shall mean L. T. Engelke, Inc., its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 5. "Member" shall mean every person or entity who holds membership in the association.

Section 6. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the recorded subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
IN THE BOOK & PAGE IND.  
JUL 19 2 33 PM 1977  
AT THE TIME & DATE NOTED  
PAUL F. HARTFIELD  
CLERK OF CIRCUIT COURT

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Section 7. "Subdivision" shall mean the recorded subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

ARTICLE II. MEMBERSHIP IN  
ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes to voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise five votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE III. ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge

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on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

A. A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

B. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum annual assessment. (a) Until one year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be no more than Twenty Five Dollars (\$25.00) per lot.

(b) From and after January 1, 1979, the board of directors of the association may fix the annual assessment.

Section 4. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall

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be sent to all members not less than ten nor more than thirty days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten days after the date of such meeting.

Section 5. Uniform rate of assessment. Annual assessment must be fixed at a uniform rate for all lots.

Section 6. Commencement and collection of annual assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before February 15 of each year, cause to be recorded in the Public Records of Leon County, a list of delinquent assessments as of that date.

Section 7. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within thirty days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten per cent (10%) per annum. The association may bring action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section 8. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to

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the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Easements.

(a) An easement for installation and maintenance of utilities and drainage facilities as to each lot consisting of such easements, are noted on the recorded plat of Rock Brook and noted on each deed of transfer from declarant to owners of lots where such easements appear. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

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Section 2. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

ARTICLE V. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 13, below.

Section 3. No noxious or offensive activity shall be carried on in or on any lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighborhood, with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 13, below.

Section 4. No sign of any kind shall be displayed to public view on a lot without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats,

and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot, except in sanitary containers located in appropriate areas concealed from public view. No junk cars or any offensive eyesore shall be permitted on any lot.

Section 8. No fence, hedge, wall, or other dividing instrumentality over six feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that declarant and the transferees of declarant may vary or exceed such height in construction fences in accordance with existing architectural plans. No fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is the greatest distance. No fence shall be located nearer than two inches to an interior property line.

Section 9. No trailer, basement, tent, shack, garage, barn, outbuilding, shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 10. No building shall be located on any lot nearer than fifteen feet from the front line or nearer than five feet from either side lot line with a total of both side lot lines or no less than fifteen feet. No residence shall be constructed on any lot with a square footage of less than 1,000 square feet exclusive of porches and garages.

Section 11. All sheds and separate buildings shall be constructed and completed in a style that will not conflict with the overall appearance of the residential development.

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Section 12. There shall be no construction of buildings or total clearing of vegetation including trees within twenty feet of any streams or bodies of water which may be located on the property.

Section 13. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from construction and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business

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of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

#### ARTICLE VI. ARCHITECTURAL CONTROL

Section 1. Creation of architectural committee. The board of directors of Rock Brook Homeowners' Association shall appoint a committee to be known as the architectural committee. Such committee shall consist of three or more members of the association who shall serve at the pleasure of the board.

Section 2. Alterations, additions, and improvements of residences. No owner shall make any structural alteration, or shall undertake any repair of, or addition to his residence which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 3. Miscellaneous additions and alterations. No building, fence, wall, or other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition, including antennas, or other external attachments be made, until the plans and specifications showing the

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nature, kind, shape, height, materials, colors, and locations of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to surrounding structures and topography.

Section 4. Damage and destruction of residences; approval of structural variances. Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the architectural committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The architectural committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Section 5. Approval of committee; how evidenced. Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within thirty days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

ARTICLE VII. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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ARTICLE VIII. OWNERS' OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within eight months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE IX. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property or common area may be annexed to the subdivision with the consent of two-thirds (2/3) of each class of members.

ARTICLE X. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

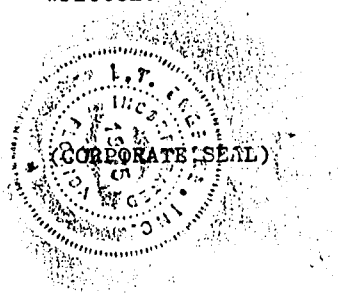
Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and

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for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of thirty-five years from the recorded date hereof. Thereafter, they shall be automatically extended for additional periods of ten years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Executed at Tallahassee, Florida, on the date first above written.)



L.T. ENGELKE, INC.

By *L.T. Engelke*  
L.T. Engelke  
As its President

STATE OF FLORIDA  
COUNTY OF LEON

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared L.T. ENGELKE, well known to me to be the President of L.T. ENGELKE, INC. and he acknowledged executing the same in the presence of the undersigned, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

*Gloria Barrington*  
Notary Public, State of Florida at Large  
My Commission Expires June 7, 1988  
Bonded By Assistant Rep & County Comptroller  
6-7-80

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ROCK BROOK  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
EXHIBIT "A"

Know all men by these presents, that L. T. Engelke, Inc.  
a corporation organized and existing under the laws of the  
State of Florida, is the owner in fee simple of the land  
shown hereon platted as Rockbrook and more particularly  
described as follows:

From the northeast corner of section 3, Township 1 south,  
range 1 east, Leon County, Florida, run west along the north  
line of section 3, 840.82 ft. to a point on the west right  
of way line of Sutor Road said point being the point of  
beginning; thence run south along said right of way line,  
471.78 ft. to the P.C. of a curve concave northeasterly  
having a central angle of  $23^{\circ} 03' 51''$  and a radius of  
617.63 ft., thence southeasterly along said curve and right  
of way line, 248.63 ft. to the P.T., thence  $S 23^{\circ} 03' 51''$   
E. along said right of way line, 209.76 ft. to the P.C. of  
a curve concave southwesterly having a central angle of  
 $23^{\circ} 10' 55''$  and a radius of 305.35 ft., thence southeasterly  
along said curve and right of way line, 123.55ft. to the  
P.T., thence  $S 00^{\circ} 07' 04''$  W along said right of way line,  
646.69 ft., thence  $S 89^{\circ} 32' 16''$  W 667.35 ft., thence  $N 00^{\circ}$   
 $25' 18''$  E 1679. 12 ft. to the north line of section 3, thence  
east along said north line, 500.35 ft. to the point of  
beginning. 22.796 acres (M.O.L.)

Have caused said lands to be divided and subdivided as  
shown hereon and do hereby dedicate to the perpetual use  
of the public, all public roads, streets, alleys, and other  
right-of-way and all easements for utilities, drainage and  
other purposes and all purposes incident thereto as shown and  
depicted hereon, reserving however, the reversion or reversions  
should the same be renounced, disclaimed, abandoned or the  
use thereof discontinued as prescribed by law by appropriate  
official action of proper officials having, jurisdiction  
thereof this the 18th Day of November A.D. 1976.

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AMENDED  
ROCK BROOK  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

L. T. ENGELKE, INC., hereinafter called declarant, is the owner in fee simple of certain real property located in Leon County, Florida, more particularly described in Exhibit "A" hereto.

Such real property is subject to a recorded subdivision known as Rock Brook, a rendition of which is attached hereto as Exhibit "B".

ARTICLE I. DEFINITIONS

Section 1. "Declarant" shall mean L. T. Engelke, Inc., its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 2. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above.

Section 3. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 4. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the recorded subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 5. "Subdivision" shall mean the recorded subdivided real property hereinbefore described.

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY  
IN THE BOOK & PAGE NO.  
Aug 10 1 54 PM 1977  
AT THE TIME & DATE NOTED  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

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ARTICLE II. PROPERTY RIGHTS

Section 1. Easements.

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(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

ARTICLE III. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 13, below.

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Section 3. No noxious or offensive activity shall be carried on in or on any lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighborhood, with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 13, below.

Section 4. No sign of any kind shall be displayed to public view on a lot without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot which would increase the rate of insurance relating thereto, and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot, except in sanitary conditions located in appropriate areas concealed from public view. No junk cars or any offensive eyesore shall be permitted on any lot.

Section 8. No fence, hedge, wall, or other dividing instrumentality over six feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that declarant and the transferees of declarant may vary or exceed such height in construction fences in accordance with existing architectural plans. No fence of any kind shall be

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placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is the greatest distance. No fence shall be located nearer than two inches to an interior property line.

Section 9. No trailer, basement, tent, shack, garage, barn, outbuilding, shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 10. No building shall be located on any lot nearer than fifteen feet from the frontline or nearer than five feet from either side lotline with a total of both side lot lines not less than fifteen feet. No residence shall be constructed on any lot with a square footage of less than 1,000 square feet exclusive of porches and garages.

Section 11. All sheds and separate buildings shall be constructed and completed in a style that will not conflict with the overall appearance of the residential development.

Section 12. There shall be no construction of buildings or total clearing of vegetation including trees within twenty feet of any streams or bodies of water which may be located on the property.

Section 13. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or

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their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors or declarant or declarant's transferees from construction and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

#### ARTICLE IV. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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ARTICLE V. OWNERS' OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within eight months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by a vote of approval by at least 3/4 of the property owners.

Section 4. Subordination. No breach or any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

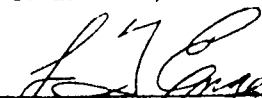
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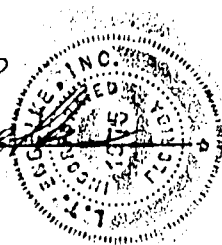
Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable for a period of thirty-five years from the recorded date hereof. Thereafter, they shall be automatically extended for additional periods of ten years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Executed at Tallahassee, Florida, on the date first above written.

L. T. ENGELKE, INC.

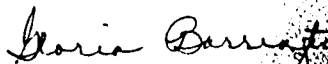
(CORPORATE SEAL)

By   
L. T. Engelke  
As its President



STATE OF FLORIDA  
COUNTY OF LEON

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared L. T. ENGELKE, well known to me to be the President of L. T. ENGELKE, INC. and he acknowledged executing the same in the presence of the undersigned, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

  
Gloria Barrator  
Notary Public, State of Florida at Large  
My Commission Expires June 7, 1980  
Bonded by American Fire & Casualty Company  
6-7-80



OFF 873 PAGE 1815  
REC

ROCK BROOK  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
EXHIBIT "A"

Know all men by these presents, that L. T. Engelke, Inc. a corporation organized and existing under the laws of the State of Florida, being the owner in fee simple of the land shown hereon platted as Rockbrook and more particularly described as follows:

From the Northeast corner of Section 3, Township 1 South, Range 1 East, Leon County, Florida, run West along the North line of Section 3, 840.82 ft. to a point on the West right of way line of Sutor Road said point being the point of beginning; thence run South along said right of way line, 471.78 ft. to the P.C. of a curve concave Northeasterly having a central angle of  $23^{\circ} 03' 51''$  and a radius of 617.63 ft., thence Southeasterly along said curve and right of way line, 248.63 ft. to the P.T., thence  $S 23^{\circ} 03' 51''$  E. along said right of way line, 209.76 ft. to the P.C. of a curve concave Southwesterly having a central angle of  $23^{\circ} 10' 55''$  and a radius of 305.35 ft., thence Southeasterly along said curve and right of way line, 123.55 ft. to the P.T., thence  $S 00^{\circ} 07' 04''$  W along said right of way line, 646.69 ft., thence  $S 89^{\circ} 32' 16''$  W 667.35 ft., thence  $N 00^{\circ} 25' 18''$  E 1679.12 ft. to the North line of Section 3, thence east along said North line, 500.35 ft. to the point of beginning. 22.796 acres (M.O.L.)

Have caused said lands to be divided and subdivided as shown hereon and do hereby dedicate to the perpetual use of the public, all public roads, streets, alleys, and other right-of way and all easements for utilities, drainage and other purposes and all purposes incident thereto as shown and depicted hereon, reserving however, the reversion or reversions should the same be renounced, disclaimed, abandoned or the use thereof discontinued as prescribed by law by appropriate official action of proper officials having, jurisdiction thereof this the 18th Day of November A.D. 19 76: