## ROCKBROOK EAST REC 942 PAGE 753

# 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 Rockbrook East, 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, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear expected. 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.

Prepared by: L. T. Engelke, Inc. 1110 Ivanhoe Road Tallahassee, Florida REGORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN CO. FLA. INC. IN THE EDDK & PASE INC.

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AT THE TIME & DATE NOTED PAUL F, HARTSFIELD

### ARTICLE II. PROPERTY RIGHTS

Section 1. Easements.

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- (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 East 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, his 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.

Section 2. Runoff controls. Storm water runoff controls with a volumetric capacity of five hundred seventy five (575) cubic feet shall be implemented during construction of any building on those lots contained in Block "C". Said storm water runoff controls shall be continuously maintained upon completion of the structure.

ARTICLE III. USE RESTRICTIONS OF 942 PAGE 755

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence as allowed under the RM-2 zoning of Leon County, Florida 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 12, 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 12, below.

Section 4. No sign of any kind shall be displayed to public view on a lot 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, with the exception of the business of declarant and the transferees of declarant in developing all the lots as provided in Section 12, below.

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, 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 frontline or nearer than five feet from either side lotline with a total of both side lot lines being no less than fifteen feet.

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. 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, 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 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 V. 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, 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 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 convenants and restrictions of this delcaration shall run with and bind the land 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.

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

L. T. ENGELKE, INC

By: 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, as President of L. T. ENGELKE, INC., a Florida corporation, and acknowledged executing the same in the presence of the undersigned, freely and voluntarily, on behalf of the corporation. This, the 30th day of August, 1979.

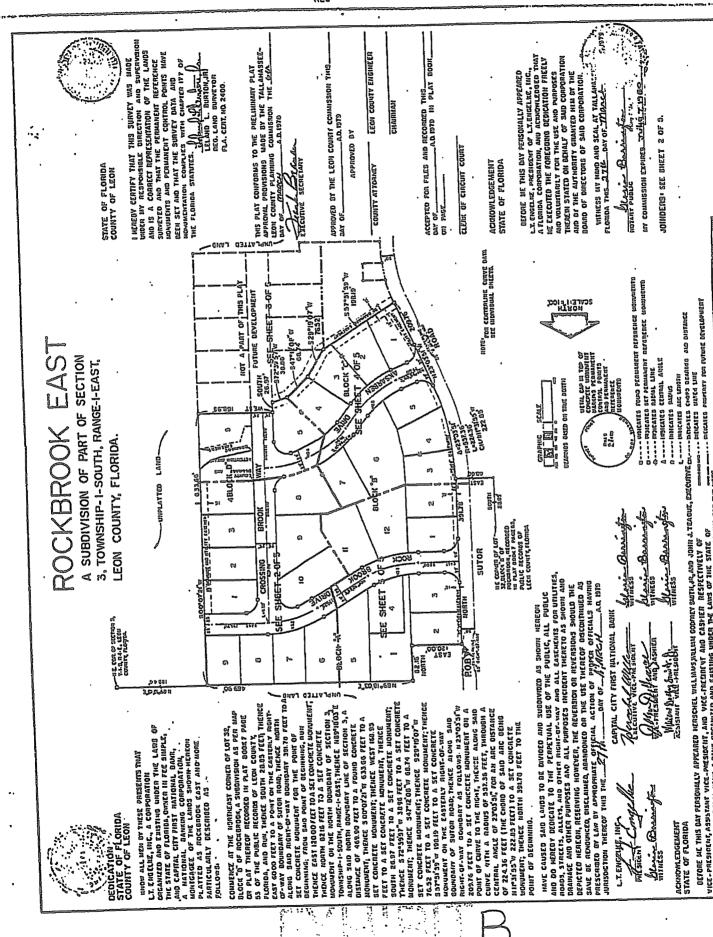
Diana L. Bourg

My Commission Expires: 8-28-82 Notary Public, State of Finding Compa

My Commission Emires Jung 79. 172

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COMMENCE AT THE NORTHEAST CORNER OF LOT 32. BLOCK "B" OF ROCKBROOK, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 53 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN; THENCE SOUTH 28.85 FEET; THENCE EAST 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SUTOR . ROAD; THENCE NORTH ALONG SAID RIGHT-OF-WAY BOUNDARY 391.78 FEET TO SET CONCRETE MONUMENT FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, RUN THENCE EAST 120.00' TO A SET CONCRETE. MONUMENT: THENCE NORTH 82.16 FEET TO A SET CONCRETE MONUMENT ON THE NORTH BOUNDARY. OF SECTION 3 TOWNSHIP-I-SOUTH, RANGE-I-EAST; THENCE N89°18'03"E ALONG SAID NORTH BOUNDARY LINE OF SECTION 3, A DISTANCE OF 469.90 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOOOT'ZI"W 633.66 FEET TO A SET CONCRETE MONUMENT; THENCE WEST 168.95 FEET TO A SET CONCRETE MONUMENT, THENCE SOUTH 26.97 FEET TO A SET CONCRETE MONUMENT; THENCE S7293957"W 3886 FEET TO A SET CONCRETE MONUMENT; THENCE S47°12'08"W 68.74 FEET TO A. SET CONCRETE MONUMENT; THENCE \$29°19'07"W 76.52 FEET TO A SET CONCRETE MONUMENT; THENCE \$ 57°51'59"W 198.19 FEET TO A SET CONCRETE MONUMENT ON THE EASTERLY RIGHT- OF- WAY BOUNDARY OF SUTOR ROAD; THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY AS FOLLOWS: N 23°03'51"W 209.76 FEET TO A SET CONCRETE MONUMENT ON A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE WITH A RADIUS OF 557.36 FEET, THROUGH A CENTRAL ANGLE OF 23°03'51", FOR AN ARC DISTANCE, OF 224.36 FEET (THE CHORD OF SAID ARC BEING NIP31'55"W 222.85 FEET.) TO A SET CONCRETE MONUMENT; THENCE NORTH 391.78 FEET TO THE POINT OF BEGINNING.



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BARRETT DAFFIN G. CARLAN

RESIDENT, ASSYSTANT VICE-PRESIDENT, AND VICE-PREDRIVE AND CASPIER RESPECTIVELY OF
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