

Prepared by and return to:

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**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: _____