

STATE OF FLORIDA

COUNTY OF SANTA ROSA

Mary M Johnson, Clerk Of Courts,
SANTA ROSA COUNTY

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BERRYBROOK ESTATES**

THIS DECLARATION, made this 26th day of July, 2000, by LUKER CONSTRUCTION, INC., a Florida corporation ("Declarant"), as owner of the following described real property, to-wit:

For legal description, see the attached Exhibit "A," consisting of one page and made a part hereof by reference (hereinafter referred to as "Property"),

which Property described above will be or has been subdivided into a subdivision known as Berrybrook Estates (the "Subdivision"), the plat of which reflects numerous individual lots ("Lots") which are the subject of this Declaration, and desiring to restrict the use and occupancy of each and all of said Lots, for the benefit of all the present and future owners, to promote the development thereof, and to enhance the aesthetic qualities of the subdivision for the mutual benefit of all Lot owners, does hereby restrict the use and occupancy of each and all of said Lots as follows:

1. All Lots shall be used for single family residential purposes and shall not be used for commercial, trade, public amusement, entertainment, or business purposes.
2. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family permanent dwelling with a private garage attached to the main dwelling. No structure of a temporary character, house 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. No buildings erected or constructed on any Lot shall exceed 2-1/2 stories in height and all residential structures shall contain a minimum of 1,300 square feet of floor area (exclusive of porches and garages).
3. All residential structures shall be located within the setbacks reflected on the Plat of the Subdivision recorded in the public records of Santa Rosa County, Florida.
4. No noxious or offensive activities shall be carried on or upon any Lot, and nothing shall be done on or upon any Lot that may be or become an annoyance or nuisance to the neighborhood. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
5. 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, and not more than two other domesticated animals, may be kept; provided, that they are not kept, bred or maintained for any commercial purposes and do not constitute an annoyance or nuisance to the neighborhood.
6. Any construction commenced upon a Lot shall be pursued diligently and completed in all events within 8 months.

7. All structures and improvements shall be designed so that the rear, as well as the front, is attractive, neat and orderly in appearance, and all structures, yards, drives and landscaping shall be maintained in an attractive, neat and orderly appearance at all times.
8. Except for temporary parking by visitors, and except for personal, non-commercial use vehicles, trucks, off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, tractors, and other vehicles shall not be parked anywhere, temporarily or permanently, except in garages, carports or otherwise enclosed or camouflaged areas to the rear of the back line of the main residential dwelling.
9. No fence shall be erected nearer to the front lot line of the Lot than the front line of the residential structure and any such fence shall be constructed of wood, or other decorative material, shall be in conformity with the architectural design of the residential structure and shall not exceed six feet in height. Growing hedges may be used as fences on the front, side and rear of the property, but shall not exceed three feet in height when located nearer to the front lot line of the Lot than the front line of the residential structure. Chain link fences are permitted around drainage ponds only as required by Santa Rosa County Ordinances.
10. All garbage and trash containers, oil tanks, bottled gas tanks and the like shall be hidden from view from all streets, and all outside clotheslines or other items detrimental to the appearance of the subdivision shall not be permitted except for a clothesline which is to the rear of the back line of the residential structure.
11. Any permits required by regulatory authorities having jurisdiction over such matters shall be secured by Lot owners prior to undertaking any clearing, filling, building or other activity on a Lot.
12. All driveways shall connect with the streets within the subdivision and there shall be no driveways or other vehicular access connecting any Lot directly to Berryhill Road.
13. Adams Homes of Northwest Florida, Inc. shall have the authority to waive in writing minor deviations or grant variances from the provisions of these restrictive covenants including the setback requirements set forth herein and on the plat of Berrybrook Estates, where it is clearly demonstrated by the Lot owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located or the subdivision as a whole. Adams Homes of Northwest Florida, Inc. shall not in any way or manner be held liable to any lot owner or any other person or entity for its good faith exercise of the discretionary authorities conferred by this section. The authority reserved in this paragraph to Adams Homes of Northwest Florida, Inc. shall not extend to county zoning setback requirements, and variances from zoning setback requirements may also be required from Santa Rosa County in addition to the above-referenced waiver.
14. These covenants shall run with the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots in the subdivision and shall be binding upon all parties and all persons claiming under them for a period of thirty years from date these covenants are recorded, after which time these covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots in the subdivision

has been recorded agreeing to change said covenants in whole or in part. At any time during the force and continuance of these covenants the then owners of at least two-thirds of the Lots in the subdivision may, by written instrument recorded in the public records of Santa Rosa County, Florida, modify, amend, or waive same.

15. Enforcement of these covenants shall be by proceedings at law or in equity by Luker Construction, Inc. or Adams Homes of Northwest Florida, Inc., their respective successors or assigns, or by any Lot owner in the subdivision against any person or persons violating or attempting to violate any covenant hereof, and said action may seek either to restrain the violation of any covenant or to recover damages therefor; provided, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Neither Adams Homes of Northwest Florida, Inc. nor Luker Construction, Inc. shall in any way or manner be held liable for failure to enforce the conditions and restrictions herein contained or to any Lot owner or any other person or entity for any violation of the restrictions set forth herein by any Lot owner other than itself.

16. Invalidation of any of these covenants and restrictions, or portions hereof, by judgment or court order or otherwise, shall in no way affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Luker Construction, Inc. has caused this instrument to be executed on this 26TH day of July, 2000.

Signed, sealed and delivered
in the presence of:

LUKER CONSTRUCTION, INC.,
a Florida corporation

(Signature Removed)

By: (Signature Removed)

Print Name: Erya Lupton

Samuel E. Luker, Jr.
As President

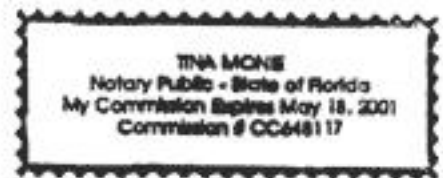
(Signature Removed)

Print Name: Sharon Clark

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of July, 2000, by Samuel E. Luker, Jr., as President of Luker Construction, Inc., a Florida corporation, on behalf of the corporation, who personally appeared before me and is personally known to me.

(Signature Removed)



Notary Public, State of Florida
Printed name: Tina Monie
Commission no.: CC648117
My commission expires: May 18, 2001