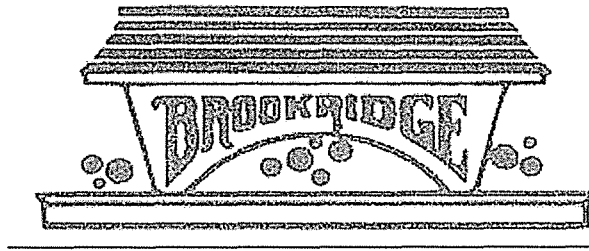


[www.Brookridge.com](http://www.Brookridge.com)



Amended, Restated and Consolidated  
Restriction Agreement  
For Brookridge Community

Recorded: 4/5/13

Attached to back of document:

Recorded revisions up to: 6/9/15

Prepared by and return to:  
Steven H. Mezer, Esquire  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913

*W* **B**

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-H

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**CERTIFICATE OF AMENDMENT  
APPROVING THE  
AMENDED, RESTATED AND CONSOLIDATED  
RESTRICTION AGREEMENT  
FOR BROOKRIDGE COMMUNITY**

This AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY is made as of the date of this AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY is recorded in the Public Records of Hernando County, Florida, by Brookridge Community Property Owners, Inc., a Florida corporation not for profit.

WHEREAS, Brookridge, Inc., (hereinafter referred to as the "Developer") was the owner of parcels of real property located in Hernando County, Florida, which were developed as a manufactured home community known as Brookridge; and

WHEREAS, said real property was subdivided and platted in sections or phases which sections or phases have been commonly referred to and shall hereinafter be defined as "Units"; and

WHEREAS, the various Units platted within Brookridge consist of the real property described in and depicted on the following plats, all of which are recorded in the Public Records of Hernando County, Florida (hereinafter collectively referred to as the "Plats"):

- a. BROOKRIDGE COMMUNITY UNIT ONE, Plat Book 13, Pages 51 and 52,
- b. BROOKRIDGE COMMUNITY UNIT TWO, Plat Book 13, Pages 73 through 75,
- c. BROOKRIDGE COMMUNITY, A RE-PLAT OF LOTS NOS. 16, 17, 18, 19 & 20 BLOCK 23, BROOKRIDGE COMMUNITY UNIT TWO, Plat Book 16, Page 56,
- d. BROOKRIDGE COMMUNITY UNIT THREE, Plat Book 15, Pages 70 through 72.

- e. BROOKRIDGE COMMUNITY - UNIT FOUR, Plat Book 16, Pages 14 through 21
- f. BROOKRIDGE COMMUNITY - UNIT SIX, Plat Book 16, Pages 51 through 54, and
- g. BROOKRIDGE COMMUNITIES - UNIT SIX "A", Plat Book 26, Page 7; and

WHEREAS, the real property described on the Plats, except for the area identified as "Golf Course" shall hereinafter be collectively referred to as "Brookridge"; and

WHEREAS, the various Units in Brookridge were subjected to separate restrictive covenants; and

WHEREAS, the Developer executed and recorded in the Public Records of Hernando County, Florida, the following restriction agreements imposing covenants, conditions and restrictions on all property in Brookridge, except those lots shown on the Plat of BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded in Plat Book 26, Page 7, of the Public Records of Hernando County, Florida:

- a. RESTRICTION AGREEMENT, recorded in Official Record Book 305, Page 651, et seq., of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 1"].
- b. RESTRICTION AGREEMENT, recorded in Official Record Book 314, Page 619, et seq., of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 2"].
- c. RESTRICTION AGREEMENT, recorded in Official Record Book 326, Page 572, et seq., of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 3"].
- d. RESTRICTION AGREEMENT, recorded in Official Record Book 336, Page 572, et seq., of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 4"].
- e. RESTRICTION AGREEMENT, recorded in Official Record Book 355, Page 46, et seq., of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 6"]; and

WHEREAS, all of the owners of property described on the plat of BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded in Plat Book 26, Page 7, of the Public Records of Hernando County, Florida, have executed and recorded that certain RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded on December 17, 2003, in Official Records Book 1770, Page 911, et seq., of the Public Records of Hernando County, Florida; and

WHEREAS, said RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITIES — UNIT SIX "A" imposed covenants, conditions and restrictions on the property described on the plat of BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded in Plat Book 26, Page 7, of the Public Records of Hernando County, Florida; and

WHEREAS, the Restriction Agreements described and referred to in the three preceding paragraphs (i.e., the Restriction Agreements for Units 1, 2, 3, 4, 6, and 6A) shall hereinafter be collectively referred to as the "Original Restriction Agreements"; and

WHEREAS, some or all of the Original Restriction Agreements have previously been amended, and all valid amendments have been recorded in the Public Records of Hernando County, Florida; and

WHEREAS on May 5, 1998 Brookridge Community Property Owners, Inc., a Florida corporation not for profit, caused to be recorded an Amended Restriction Agreement at Official Records Book 1190, Page 1793, et. seq., Public Records of Hernando County, Florida and it subsequently having been determined that said Amended Restriction Agreement was not properly approved pursuant to the Original Restriction Agreements, therefore said Amended Restriction Agreement, as recorded May 5, 1998 in Official Records Book 1190, Page 1793 of the Public Records of Hernando County, Florida is hereby withdrawn and declared null and void; and

WHEREAS Brookridge, Inc., the Developer identified in each of the Original Restriction Agreements executed an Assignment of Developer's rights through its successor by merger, Hernando Beach, Inc. assigned, gave and transferred, without limitation, all rights reserved to Developer contained in each and in all and in any of the Original Restriction Agreements for Brookridge Units 1, 2, 3, 4, 6, and 6A to Brookridge Community Property Owners, Inc., a Florida corporation, in that Assignment of Developer's rights recorded in Official Records Book 1317, Page 1246, et. seq. and re-recorded in Official Records Book 1320, Page 313, et. seq. each of the Public Records of Hernando County, Florida; and

WHEREAS Brookridge Community Property Owners, Inc., a Florida not for profit corporation pursuant to Section 720.403 of the Florida Statutes and Chapter 712 of the Florida Statutes, which is known as the "Marketable Record Title Act;" recorded the Marketable Record Title Act Notice for Unit 1 in Official Records Book 1533, Page 1374, the Marketable Record Title Act Notice for Unit 2 in Official Records Book 1533, Page 1036, the Marketable Record Title Act Notice for Unit 3 in Official Records Book 1533, Page 892, the Marketable Record Title Act Notice for Unit 4 in Official Records Book 1533, Page 1160, the Marketable Record Title Act Notice for Unit 6 in Official Records Book 1533, Page 1491, all within the Public Records of Hernando County, Florida; and

WHEREAS, Brookridge was and is intended to be administered and operated by a common homeowners association which homeowners association is Brookridge Community Property Owners, Inc; and

WHEREAS, Brookridge Community Property Owners, Inc. shall hereinafter be referred to and defined as the "BCPO"; and

WHEREAS, each Original Restriction Agreement provided that the BCPO is charged with maintaining, owning and controlling certain property within Brookridge; and

WHEREAS, at the March 29, 2006 meeting of the membership of the BCPO, a resolution adopting the Amended Restated, and Consolidated Restriction Agreement for Brookridge Community was approved by the affirmative vote of 2/3 (two-thirds) of the members of the BCPO entitled to vote and present in person or by proxy at said meeting.

WHEREAS, the Amended Restated and Consolidated Restriction Agreement for Brookridge Community was originally recorded on April 20, 2006 in Official Records Book 2241, Page 1145 of the Public Records of Hernando County, Florida, and amended pursuant to the Amendment Dated April 18, 2007, that was recorded on May 7, 2007 in Official Records Book 2437, Page 1736 of the Public Records of Hernando County, Florida; amended pursuant to the Amendment Dated April 21, 2010, recorded on May 5, 2010 in Official Records Book 2739, Page 1048 of the Public Records of Hernando County; and amended pursuant to the Amendment Dated April 18, 2012, recorded on April 24, 2012 in Official Records Book 2898, Page 435 of the Public Records of Hernando County (hereinafter collectively referred to as the "Restrictions"); and

WHEREAS, the BCPO desires to amend, restate and consolidate the Original Restriction Agreements, as amended, to ratify the Restrictions, as amended, and to impose this AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY on the real property within Brookridge, and, accordingly, pursuant to the laws of the State of Florida, and the provisions of the Original Restriction Agreements, as amended, has prepared this document to amend, restate and consolidate the Original Restriction Agreements, as amended, and to ratify the Restrictions, as amended; and

WHEREAS, this amended and restated document shall hereinafter be referred to as the "Amended, Restated and Consolidated Restrictions"; and

WHEREAS, the purpose of the Amended, Restated and Consolidated Restrictions is to completely amend and restate the covenants, conditions and restrictions previously imposed upon Brookridge, consolidate the Original Restriction Agreements, as amended, into one single document, to ratify the Restrictions, as amended, and to impose the Amended, Restated and Consolidated Restrictions upon the real property within Brookridge; and

WHEREAS, each Original Restriction Agreement, provided in paragraph 17 thereof that the Developer reserved unto itself and its assigns the right to make reasonable modifications, either by way of additions to or deletions from these covenants, restrictions and conditions; and

WHEREAS, at the December 4, 2012 meeting of the Board of Directors of the BCPO, a resolution adopting and ratifying the Amended, Restated and Consolidated Restrictions was

approved by the unanimous vote of the Board of Directors of the BCPO, as assignee of the Developer's rights pursuant to that Assignment of Developer's rights referenced in paragraph 17 the Original Restriction Agreements; and

WHEREAS, at the December 4, 2012 meeting of the Board of Directors of the BCPO, the Board of Directors unanimously voted to approve a proposed amendment to Article III, Section 12 of the Amended, Restated and Consolidated Restrictions, subject to the approval by the membership of the BCPO at the special meeting called on the February 27, 2013; and

WHEREAS, at the February 27, 2013 special meeting of membership of the BCPO, the amendment to Article III, Section 12 of the Amended, Restated and Consolidated Restrictions was approved by the affirmative vote of two-thirds (2/3) of the Members of the BCPO, entitled to vote and present in person or by proxy at a meeting at which a quorum was established; and

NOW, therefore, in consideration of the premises and the covenants herein contained, and with the required approval of the membership of the BCPO, as stated in paragraph 17 of the Original Restriction Agreements, the BCPO, as assignee of the Developer's rights, hereby declares that henceforth the Original Restriction Agreements, the Restrictions, and all amendments thereto, are merged into and are superseded and completely replaced by these Amended, Restated and Consolidated Restrictions, a copy of which is attached hereto as Exhibit "A" such that the real property within Brookridge, and all additions thereto, to the extent permitted by law, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens herein established, all of which, to the extent permitted by law, shall be covenants running with the land and shall be binding upon and inure to the benefit of the BCPO and the owners of land within Brookridge, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

[Signatures on the following page]

Signed, sealed and delivered in the presence of:

BROOKRIDGE COMMUNITY PROPERTY OWNERS INC,

Michelle O'Connor  
Print name: Michelle O'Connor

By: George Ray Starr April 1, 2013  
George Ray Starr, President

Joan Ebbecke  
Print name: Joan Ebbecke

Signed, sealed and delivered in the presence of:

ATTEST:

Michelle O'Connor  
Print name: Michelle O'Connor

By: Kenneth Sajdak 1 APRIL 13  
Kenneth Sajdak, Secretary

Joan Ebbecke  
Print name: Joan Ebbecke

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2013, by George Ray Starr and Kenneth Sajdak, as President and Secretary, respectively, of Brookridge Community, who are personally known to me or have produced Drivers Lic as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment Approving the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1<sup>st</sup> day of April, 2013.



Betty Hine  
NOTARY PUBLIC, State of Florida  
Betty Hine  
Print Name  
My Commission Expires: 4-1-13

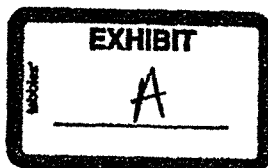
Prepared by and return to:  
Brookridge Community Property Owners, Inc.  
7300 Brookridge Central Boulevard  
Brooksville, FL 34613



**Amended, Restated and Consolidated  
Restriction Agreement  
for Brookridge Community**

Approved: As approved and ratified by  
Brookridge Community Property Owners, Inc.

February 27, 2013



1360323.1



# AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY

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AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR  
BROOKRIDGE COMMUNITY

INTRODUCTION

This AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY is made as of the date of this AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY is recorded in the Public Records of Hernando County, Florida, by Brookridge Community Property Owners, Inc., a Florida corporation not for profit.

WHEREAS, Brookridge, Inc., (hereinafter referred to as the "Developer") was the owner of parcels of real property located in Hernando County, Florida, which were developed as a manufactured home community known as Brookridge; and

WHEREAS, said real property was subdivided and platted in sections or phases which sections or phases have been commonly referred to and shall hereinafter be defined as "Units"; and

WHEREAS, the various Units platted within Brookridge consist of the real property described in and depicted on the following plats, all of which are recorded in the Public Records of Hernando County, Florida (hereinafter collectively referred to as the "Plats"):

- a. BROOKRIDGE COMMUNITY UNIT ONE, Plat Book 13, Pages 51 and 52,
- b. BROOKRIDGE COMMUNITY UNIT TWO, Plat Book 13, Pages 73 through 75,
- c. BROOKRIDGE COMMUNITY, A RE-PLAT OF LOTS NOS. 16, 17, 18, 19 & 20 BLOCK 23, BROOKRIDGE COMMUNITY UNIT TWO, Plat Book 16, Page 56,
- d. BROOKRIDGE COMMUNITY UNIT THREE, Plat Book 15, Pages 70 through 72,
- e. BROOKRIDGE COMMUNITY - UNIT FOUR, Plat Book 16, Pages 14 through 21
- f. BROOKRIDGE COMMUNITY - UNIT SIX, Plat Book 16, Pages 51 through 54, and
- g. BROOKRIDGE COMMUNITIES - UNIT SIX "A", Plat Book 26, Page 7; and

WHEREAS, the real property described on the Plats, except for the area identified as "Golf Course" shall hereinafter be collectively referred to as "Brookridge"; and

WHEREAS, the various Units in Brookridge were subjected to separate restrictive covenants; and

WHEREAS, the Developer executed and recorded in the Public Records of Hernando County, Florida, the following restriction agreements imposing covenants, conditions and

restrictions on all property in Brookridge, except those lots shown on the Plat of BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded in Plat Book 26, Page 7, of the Public Records of Hernando County, Florida:

- a. RESTRICTION AGREEMENT, recorded in Official Record Book 305, Page 651, *et seq.*, of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 1"];
- b. RESTRICTION AGREEMENT, recorded in Official Record Book 314, Page 619, *et seq.*, of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 2"];
- c. RESTRICTION AGREEMENT, recorded in Official Record Book 326, Page 572, *et seq.*, of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 3"];
- d. RESTRICTION AGREEMENT, recorded in Official Record Book 336, Page 572, *et seq.*, of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 4"];
- e. RESTRICTION AGREEMENT, recorded in Official Record Book 355, Page 46, *et seq.*, of the Public Records of Hernando County, Florida [Note: this Restriction Agreement is commonly referred to as the "Restriction Agreement for Unit 6"]; and

WHEREAS, all of the owners of property described on the plat of BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded in Plat Book 26, Page 7, of the Public Records of Hernando County, Florida, have executed and recorded that certain RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded on December 17, 2003, in Official Records Book 1770, Page 911, *et seq.*, of the Public Records of Hernando County, Florida; and

WHEREAS, said RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITIES — UNIT SIX "A" imposed covenants; conditions and restrictions on the property described on the plat of BROOKRIDGE COMMUNITIES — UNIT SIX "A", recorded in Plat Book 26, Page 7, of the Public Records of Hernando County, Florida; and

WHEREAS, the Restriction Agreements described and referred to in the three preceding paragraphs (i.e., the Restriction Agreements for Units 1, 2, 3, 4, 6, and 6A) shall hereinafter be collectively referred to as the "Original Restriction Agreements"; and

WHEREAS, some or all of the Original Restriction Agreements have previously been amended, and all valid amendments have been recorded in the Public Records of Hernando County, Florida; and

WHEREAS on May 5, 1998 Brookridge Community Property Owners, Inc., a Florida

corporation not for profit caused to be recorded an Amended Restriction Agreement at Official Records Book 1190, Page 1793, et. seq., Public Records of Hernando County, Florida and it subsequently having been determined that said Amended Restriction Agreement was not properly approved pursuant to the Original Restriction Agreements, therefore said Amended Restriction Agreement, as recorded May 5, 1998 in Official Records Book 1190, Page 1793 of the Public Records of Hernando County, Florida be and is hereby withdrawn and is declared to be null and void; and

WHEREAS Brookridge, Inc., the Developer identified in each of the Original Restriction Agreements executed an Assignment of Developer's rights through its successor by merger, Hernando Beach, Inc. assigned, gave and transferred without limitation all rights reserved to Developer contained in each and in all and in any of the Original Restriction Agreements for Brookridge Units 1, 2, 3, 4, 6, and 6A to Brookridge Community Property Owners, Inc., a Florida corporation, in that Assignment of Developer's rights recorded in Official Records Book 1317, Page 1246, et. seq. and re-recorded in Official Records Book 1320, Page 313, et. seq. each of the Public Records of Hernando County, Florida; and

WHEREAS Brookridge Community Property Owners, Inc., a Florida not for profit corporation pursuant to Section 720.403 of the Florida Statutes and Chapter 712 of the Florida Statutes, which is known as the "Marketable Record Title Act;" recorded the Marketable Record Title Act Notice for Unit 1 in Official Records Book 1533, Page 1374, the Marketable Record Title Act Notice for Unit 2 in Official Records Book 1533, Page 1036, the Marketable Record Title Act Notice for Unit 3 in Official Records Book 1533, Page 892, the Marketable Record Title Act Notice for Unit 4 in Official Records Book 1533, Page 1160, the Marketable Record Title Act Notice for Unit 6 in Official Records Book 1533, Page 1491, all within the Public Records of Hernando County, Florida; and

WHEREAS, Brookridge was and is intended to be administered and operated by a common homeowners association which homeowners association is Brookridge Community Property Owners, Inc.; and

WHEREAS, Brookridge Community Property Owners, Inc. shall hereinafter be referred to and defined as the "BCPO"; and

WHEREAS, each Original Restriction Agreement provided that the BCPO is charged with maintaining, owning and controlling certain property within Brookridge; and

WHEREAS, the BCPO desires to amend, restate and consolidate the Original Restriction Agreements, as amended, and impose this AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY on the real property within Brookridge, and, accordingly, pursuant to the laws of the State of Florida, and the provisions of the Original Restriction Agreements, as amended, has prepared this document to amend, restate and consolidate the Original Restriction Agreements, as amended; and

WHEREAS, this amended and restated document shall hereinafter be referred to as the "Restrictions"; and

WHEREAS, the purpose of these Restrictions is to completely amend and restate the covenants, conditions and restrictions previously imposed upon Brookridge, consolidate the Original Restriction Agreements, as amended, into one single document, and to impose these Restrictions upon the real property within Brookridge; and

WHEREAS, each Original Restriction Agreement, provided in paragraph 17 thereof that the Developer reserved unto itself and its assigns the right to make reasonable modifications, either by way of additions to or deletions from these covenants, restrictions and conditions; and

WHEREAS, at the March 29, 2006 meeting of the membership of the BCPO, a resolution adopting these Restrictions was approved by the affirmative vote of 2/3 (two-thirds) of the members of the BCPO entitled to vote and present in person or by proxy at said meeting; and

WHEREAS, at the December 4, 2012 meeting of the Board of Directors of the BCPO, a resolution adopting and ratifying approval of these Restrictions was approved by the unanimous vote of the Board of Directors of the BCPO, as assignee of the Developer's rights pursuant to that Assignment of Developer's rights referenced hereinabove; and

NOW, therefore, in consideration of the premises and the covenants herein contained, and with the required approval of the membership of the BCPO as stated in the Original Restriction Agreements, as amended, the BCPO, as assignee of the Developer's rights, hereby declares that henceforth the Original Restriction Agreements, and all amendments thereto, are merged into and are superseded and completely replaced by these Restrictions such that the real property within Brookridge, and all additions thereto, to the extent permitted by law, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens herein established, all of which, to the extent permitted by law, shall be covenants running with the land and shall be binding upon and inure to the benefit of the BCPO and the owners of land within Brookridge, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

## ARTICLE I

### DEFINITIONS

**Section 1.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Brookridge Community Property Owners, Inc.

**Section 2.** "BCPO" shall mean and refer to the "Brookridge Community Property Owners, Inc."

**Section 3.** "Brookridge" shall mean and refer to the property as shown on the "Plats" as defined herein, except those areas identified as "Golf Course" on the Plats.

**Section 4.** "Commercial Vehicle" shall mean and refer to any motorized or towed vehicle which possesses any or all of the following characteristics:

- A. weighs 10,000 pounds Gross Vehicle Weight (hereinafter GVW) or more, excluding recreational vehicle(s);
- B. is designed to transport more than 10 passengers, including the driver; or
- C. contains lettering or advertising thereon.

**Section 5.** "Common Area" shall mean and refer to all real property, including the improvements thereon, shown on the Plats which is owned, administered and maintained by the BCPO, including, without limitation, those properties described in "Common Area Legal Descriptions" (copies of which are available at the office), Easements owned by the BCPO, Drainage Retention Areas owned by the BCPO, and any additional real property, including the improvements thereon, hereafter determined by the BCPO to be Common Area and less any real property, including the improvements thereon, hereafter determined by the BCPO not to be Common Area. Notwithstanding anything to the contrary, the Common Area shall not include any real property designated as a Lot on the Plats, except those Lots described in "Common Area Legal Descriptions" (copies of which are available at the office) and Lots hereafter determined by the BCPO to be and constitute Common Area.

**Section 6.** "Easement" shall mean and refer to an interest in land owned by another person or entity consisting of the right to use or control the land for a specific limited purpose which is a Right of Way.

**Section 7.** "Governing Documents" shall mean and refer to these Restrictions, the Articles of Incorporation of the BCPO, the Bylaws of the BCPO, and the Rules and Regulations, as each may be amended and supplemented from time to time.

**Section 8.** "Live-Ins" shall mean any person permanently residing with an Owner who is not related to the Owner by blood, marriage or adoption.

**Section 9.** "Lot" shall mean and refer to any unimproved or improved parcel of land located within Brookridge and bearing a lot number upon one of the Plats.

**Section 10.** "Manufactured Home" or "Home" shall mean and refer to a structure, transportable in one or more sections, that when traveling is eight (8) body feet or more in width and forty (40) body feet or more in length, and when erected on a site, is 1056 or more square feet of living area, and that is built on a permanent chassis and designed to be used as a dwelling without a permanent foundation when connected to the required utilities, and that has within it plumbing, heating, air-conditioning, and electrical systems. For purposes of this definition, the word structure in the preceding sentence shall only include and relate to what is commonly referred to as a double-wide or triple-wide manufactured home.

**Section 11.** "Member" shall mean and refer to any Owner who is a member of the BCPO.

**Section 12.** "Other Improvement" shall mean and refer to additions or accessories to a new or existing Home. Other Improvements include, but are not limited to: driveways, golf cart paths, garages, carports, RV ports, utility rooms, pools, pool enclosures, patios, porches, decks, gazebos, fences, skirting, street curbing, walls, mailboxes, newspaper receptacles, carport and RV port screening, sheds, wells, propane gas tanks, antennas, satellite dishes, concrete slabs, foundations, dog houses, garbage enclosures, a/c enclosures, Jacuzzis, hot tubs and/or BBQ structures.

**Section 13.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any Lot which is a part of Brookridge, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 14.** "Owner's Parcel" shall mean and refer to a Lot with a Home erected thereon, and shall also include any and all additions or attachments to the Home.

**Section 15.** "Plats" shall mean and refer to the plans, maps or charts of the real property platted within Brookridge.

**Section 16.** "Renter" shall mean and refer to person(s) leasing or renting a Home in compliance with the rental restrictions set forth herein and under a valid and binding "rental agreement and assignment of use" as this document is established by BCPO from time to time.

**Section 17.** "Resident" shall mean and refer to any Owner, Renter or other person who permanently resides, occupies or is domiciled within Brookridge or who occupies a Home, as that term is defined herein.

**Section 18.** "Restrictions" shall mean and refer to this instrument entitled "AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY".

**Section 19.** "Right of Way" shall mean and refer to the land dedicated and used for streets, walkways, and access for ingress and egress within Brookridge.

**Section 20.** "Rules and Regulations" shall mean and refer to the BROOKRIDGE COMMUNITY PROPERTY OWNERS, INC. RULES AND REGULATIONS (copies of which are available at the office), as amended, modified or changed from time to time by the Board of Directors in its sole and unfettered discretion.

## ARTICLE II

### ARCHITECTURAL CONTROL

**Section 1. Architectural Control Covenants.** To assure harmony of external design and

location in relation to surrounding structures and topography, the following covenants which are contained in this Article shall apply uniformly to all Lots and Owners:

- A. No new Home nor Other Improvement shall be commenced or erected on a Lot until the plans and accompanying application as set forth herein have been submitted to and approved by the Architectural Control Committee (hereinafter referred to as "ACC") under the control of the Board.
- B. No exterior change or alteration affecting shape, height, or location of an existing Home or Other Improvement shall be commenced or erected on a Lot until the plan and application have been submitted to and approved.
- C. Plans must show nature, kind, shape, height, materials, quality and location of the Home and/or Other Improvement.
- D. Failure to obtain prior written approval of a plan and accompanying application prior to making any exterior change or alteration shall result in fines, sanctions or both.
- E. Per the Bylaws and Florida Statutes, the Board will appoint an ACC to review proposed plans, external design, appearance and location of all new Homes and Other Improvements; and adopt written guidelines (hereinafter referred to as "ACC Guidelines") to assist the Board, ACC and Members through the architectural review process.
- F. In part, the ACC Guidelines shall prescribe (1) the written application form required for submittal of plans; (2) the procedure for the submission of applications and plans; (3) the architectural review process; (4) an appeal procedure for rejected applications; (5) timeliness of commencement and completion of new Homes and Other Improvements; (6) fines for the failure to complete a new Home or Other Improvement as approved or within the required time period; and (7) the procedure for enforcement.

**Section 2. Architectural Review.** The review shall be conducted in consonance with ACC Guidelines. The following shall apply to all submitted applications and plans:

- A. A completed application must be submitted to the BCPO administrative office at least thirty (30) days prior to the planned commencement or erection of a Home or Other Improvement.
- B. The Board and ACC shall have thirty (30) days to review the application and notify the applicant. The ACC may only approve plans and applications (i.e., without Board review and approval) which are covered by and consistent with ACC Guidelines. Non-complying applications whereby the ACC recommends approval subject to conditions, or approval subject to a variance, or recommends disapproval requires Board concurrence or action.



- C. Deviation from an approved application and/or plan is a violation of these covenants to the same extent as failure to obtain prior written Board and/or ACC approval as described herein.

**Section 3. Commencement and Completion of Homes or Improvements.**

- A. Work on Homes or Other Improvements must commence within thirty (30) days of application, plan, and permit approval.
- B. All the terms, conditions and requirements of the approved application and plan for a new Home must be completed within one hundred twenty (120) days after delivery of the Home to the Lot.
- C. All the terms, conditions and requirements of the approved application and plan for exterior changes or alterations affecting shape, height, or location of an existing Home or Other Improvement must be completed within ninety (90) days after delivery of the approved plan.
- D. Failure to commence and/or complete the approved work within the aforementioned timeframes shall constitute a violation of these covenants to the same extent as failure to obtain prior written Board and/or ACC approval as described herein.
- E. Any violation of commencement or timely completion may be appealed, in writing, by the applicant to the Board within ten (10) days of written receipt of the violation. The Board has thirty (30) days to act on the appeal.

ARTICLE III

**USE RESTRICTIONS**

**Section 1. General Restrictive Covenants.** The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Owners within Brookridge.

**Section 2. Setbacks.** There shall be nothing constructed on any Lot, block or parcel except as hereinafter provided within the following setbacks, all of which are measured from property lines. All Lots shall have a front setback (address side) of twenty (20) feet and side setbacks of ten (10) feet, except that corner Lots shall have a setback of twelve (12) feet on the street facing side. Lots which are 100 feet or less in depth shall have a rear setback of twelve (12) feet. Lots which are greater than 100 feet in depth shall have a rear setback of eighteen (18) feet, except for Lots located between Grove Road and Scepter Avenue which are 125 feet or greater in depth, which shall have a rear setback of thirty-five (35) feet.

**Section 3. Limitation on Allowable Structures on Lots.** No structure shall be erected or permitted to remain on any Lot other than a Home and Other Improvements, which have obtained prior written approval as prescribed herein. The foregoing shall not prohibit the BCPO

from using its property within Brookridge as management offices or for other BCPO purposes.

**Section 4. Limitation on Home Size, Year and Improvement.** There shall be no more than one Home on each Lot. Any Home placed on a Lot shall be a minimum of 44 feet long and a minimum of 24 feet wide, and have a maximum height of 17 feet. Additionally, any Home placed on a Lot in Brookridge shall be a new Home, meaning that the equitable or legal title to such Home has never previously been transferred by a manufacturer, distributor, importer or dealer to an ultimate purchaser or user. Moreover, at the time the Home is placed on a Lot it shall not be more than one model year old. All Homes must have either (1) a garage; or (2) a carport and a utility room. Variances may be allowed at the sole discretion of the Board of Directors.

**Section 5. Home Enclosures.** Homes shall be enclosed (i.e., have solid skirting with air vents) around the bottom with material as prescribed in the ACC Guidelines. Such enclosure and/or skirting shall extend from the bottom of the Home to the ground.

**Section 6. Hurricane Tie Downs.** All Homes must have hurricane tie downs which are properly affixed and which meet all Federal, Florida and Hernando County building codes. All tie downs must be completed within two (2) business days after the Home is assembled on the Lot.

**Section 7. Fences.** The maximum height of any fence placed on a Lot shall be six (6) feet. Only those fences authorized and specified in the ACC Guidelines shall be permitted.

**Section 8. Street Curbing.** Street curbing must meet the required specifications as outlined in the ACC Guidelines.

**Section 9: Sheds and Gazebos.**

- A. **Sheds** - Sheds or similar storage units shall hereinafter be referred to as "Sheds". Detached or free standing Sheds are prohibited. Sheds shall be permitted when contained under the roof of the Home as outlined in the ACC Guidelines.
- B. **Gazebos** - Except as provided below, no gazebo shall be installed on any Lot unless a Home has been erected on such Lot and exists thereon. An Owner owning multiple adjacent Lots and one of such Lots has a Home thereon, may erect a gazebo on any of such Lots. An Owner owning a Lot with a Home thereon, as well as a portion of another Lot adjacent thereto, may erect a gazebo on the portion of the Lot which is adjacent to such Owner's full Lot. Only gazebos installed and made of wood, vinyl or similar material will be allowed as outlined in the ACC Guidelines.

**Section 10. Swimming Pools.** All swimming pools and accessories such as decking, screen enclosures and pump equipment require ACC approval and must have a screened enclosure. Pool owners must insure proper drainage of their pools and that their pool water does not drain on nor damage neighboring Lots. Pool owners shall at all times keep their pool property maintained, clean and sanitary.

**Section 11. Signs.** Except as provided below, no sign, billboard solicitation, or advertisement (hereinafter referred to as "Sign") of any kind shall be displayed or placed upon any Lot or Common Area or displayed on, placed upon or within a vehicle or other item parked or placed upon a Lot where such is visible from the street or any other Lot.

- A. Street numbers and signs listing the occupants of the Lot upon which the home is located are permitted.
- B. Security service signs provided by contractors may be displayed within 10 feet of any Home entrance.
- C. One Sign, no larger than 14 inches by 22 inches, used solely in connection with marketing affected Owner's Parcel shall be permitted. However, such Sign must be placed inside Home's window surface which faces a street abutting the Owner's Lot. Notwithstanding the above:
  - 1. For Homes abutting the golf course, two (2) of such Signs shall be permitted provided one sign is placed on the inside surface of a window facing a street and the other is placed on the inside surface of a window facing the golf course.
  - 2. For Homes located on a corner lot, two (2) of such Signs shall be permitted provided both Signs are placed on the inside surface of windows facing streets.
  - 3. The Board may authorize a sales-related or lease-related Sign to be placed outside the Home if the visibility of such Sign from the window is impaired.
  - 4. No advertisement/information distribution boxes or tubes are allowed on any Owner's Lot or Owner's Parcel offering the property for sale.
- D. "Open House" Signs are not permitted.
- E. With prior Board approval, Estate Sale Signs may be displayed on the BCPO bulletin board. On the day of the estate sale, Estate Sale Signs may be placed inside the Home's window surface.

**Section 12. Single-Family Age Restricted Use Only.** Brookridge is a single-family age restricted residential community, wherein each Owner's Parcel shall only be occupied by a single family, as hereinafter defined. Single family shall mean: (a) family members who are related by marriage, adoption or blood; or (b) no more than two (2) unmarried unrelated persons over 18 years of age and their brothers, sisters, parents or biological or adopted children, regardless of age. Nothing herein is intended to restrict the number of family members who may reside on the Owner's Parcel, except as set forth herein. Notwithstanding anything to the contrary, nothing herein shall in any way discriminate based on familial status or prohibit a child who has not attained the age of eighteen (18) years from being domiciled with: (a) a parent or other person having legal custody of such individual; or (b) a designee of a parent or other person having legal

custody, with the written permission of such parent or other person. BCPO requires background screening on all potential Residents. Potential buyers of a Lot within Brookridge are required to sign a release which permits BCPO to do a full background investigation and pay a non-refundable fee for such investigation prior to closing.

Not less than 80% of the occupied Parcels shall be occupied by at least one person who is age 55 years or older. The Association shall promulgate rules which may require Owners to provide documentation acceptable to the Association establishing the age of each person who is occupying Owners' Parcel. The remaining 20% of the Parcels shall be reserved for persons who obtain title through inheritance or devise or for surviving family members or caretakers who resided within the Parcel prior to the permanent departure or demise of the qualifying resident of that parcel who was 55 years of age or older and for no other transactions. Persons who are residing within a Parcel as of the date of the recording of this amendment who are less than 55 years of age may continue to reside in that parcel notwithstanding this amendment.

In the event, in the sole discretion of the board of directors of BCPO, the results of the background investigation are not acceptable to the board of directors, (i.e. may cause or threaten the health, safety or welfare of the residents), the applicant shall not be entitled to reside within the Brookridge Community.

The grounds upon which a sale may be disapproved include but are not limited to the following (a) the applicant for residence within Brookridge is a sex offender or registered sexual predator; (b) a criminal record of one of the proposed occupants which leads BCPO to conclude that occupancy by such person may be detrimental to the safety and welfare of the community; (c) dishonesty, including the failure to provide accurate information on the application for approval; (d) if the application and related forms demonstrate that one or more of the proposed occupants do not intend to occupy the property in a manner that is consistent with the restrictions and rules of the community; or (e) one or more of the persons seeking to occupy the property has a record or history of disruptive behavior or disregard for the rights or property of others, as evidenced by the occupancy history or prior conduct of such individual; or (f) the application and credit report demonstrates serious financial irresponsibility on the part of the applicant. The seller is responsible for providing the buyer with copies of all the governing documents of the Association, including the Restrictions, ByLaws, and any Rules and Regulations Regardless of whether such information is provided by the seller, the buyer needs to be aware of all existing restrictions.

**Section 13. Maximum Occupancy.** Occupancy in violation of Hernando County ordinances and/or policies shall constitute a violation of these Restrictions.

**Section 14. Leasing.** Owners desiring to lease their Home must submit the following to the BCPO administrative office for approval at least fifteen (15) days prior to the time any such lease is to be finalized and take effect:

- A. A copy of the applicable executed written lease. The written lease must be for a term of not less than three (3) months nor more than twelve (12) months; not be

assignable; be for an entire Home as boarding and room-renting is prohibited; and authorize BCPO to evict the occupant(s) for noncompliance with these Restrictions and/or the Rules & Regulations.

- B. A completed BCPO renter application reciting: full name of all proposed occupant(s); vehicles owned or used by proposed occupant(s); and background information as is required pursuant to Rules & Regulations and forms developed by BCPO from time to time.
- C. A release signed by the proposed lessee which permits BCPO to do a full background investigation. along with a reasonable, non-refundable screening fee in an amount to be determined by BCPO.

In the event, in the sole discretion of the board of directors of BCPO, the results of the background investigation are not acceptable to the board of directors, (i.e. may cause or threaten the health, safety or welfare of the residents), the applicant shall not be entitled to reside within the Brookridge Community.

The grounds upon which a lease may be disapproved include but are not limited to the following (a) the applicant for residence within Brookridge is a sex offender or registered sexual predator; (b) a criminal record of one of the proposed occupants which leads BCPO to conclude that occupancy by such person may be detrimental to the safety and welfare of the community; (c) dishonesty, including the failure to provide accurate information on the application for approval; (d) if the application and related forms demonstrate that one or more of the proposed occupants do not intend to occupy the property in a manner that is consistent with the restrictions and rules of the community; or (e) one or more of the persons seeking to occupy the property has a record or history of disruptive behavior or disregard for the rights or property of others, as evidenced by the occupancy history or prior conduct of such individual. If a lease is disapproved and the tenant(s) disregard the disapproval and occupy the property, both the homeowner(s) and the tenant(s) will be jointly and severally liable for all costs and attorneys' fees incurred by the Association in connection with the enforcement of these restrictions.

Upon approval, owner shall provide BCPO with a copy of the executed lease and a signed letter from the tenant stating they have received a copy of the Deed Restrictions, Bylaws, and any Rules and Regulations and they understand and agree to abide by them.

Regardless of the terms of the lease, the Owner remains responsible for all assessments and the maintenance of the Lot, Home and Other Improvements. Occupant's and/or Owner's failure to submit all required and/or correct information is a violation of these Restrictions and will cause eviction procedures to be initiated.

**Section 15. Automobile Repairs.** No repair of vehicles shall be made within Brookridge, except battery changes, battery charges, windshield replacement, wiper blade replacement, oil changes and fixing of flat tires. All other repairs or maintenance are expressly prohibited within

Brookridge.

**Section 16. Garbage and Trash.** Except for normal construction debris on a Lot during the course of construction or installation of any improvement thereon, no Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste materials or any liquid waste, including toxic materials. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, or other solid waste materials and liquid waste materials. All porches, carports, driveways, screened rooms, front yards, side yards and back yards must be kept free and clear of clutter, refuse and debris.

**Section 17. Garage Sales, Yard Sales and Estate Sales.** No garage sale or yard sale shall be held within Brookridge. Estate sales are permitted provided that:

- A. Any person intending to hold an estate sale provides the BCPO's administrative office with the date, time and location of the sale; and
- B. All items for sale shall be contained within the Home and, except through windows and porch screens, shall not be visible from the street.

**Section 18. Noise Disturbances.** Excessive or prolonged noises which violate any local, State or Federal laws shall constitute a violation of these Restrictions. Neighbors annoyed by such noises should report the disturbance to the Sheriff. Notwithstanding the above, any action performed on a Lot, Home or Other Improvement which generates noise or may otherwise be of annoyance to neighbors are only permitted from 7:00 a.m. to 7:00 p.m., Monday through Saturday.

**Section 19. Antennas and Satellite Dishes.** The placement of satellite dishes and antennas on any Lot within Brookridge shall be governed by the provisions set forth in the ACC Guidelines to the fullest extent permitted by the regulations of the Federal Communications Commission and other laws and ordinances.

**Section 20. Pets.** No animal, livestock or poultry of any kind shall be raised, bred or kept within any home, except that an Owner may keep and/or maintain no more than two (2) dogs, cats or other similar household pet or a combination thereof, within his or her home, provided that the pet(s) is/are not kept, bred or maintained for any commercial purpose. Fish and birds are excluded from the two pet maximum. No person owning or having possession, charge, custody or control of any dog or other pet shall cause, permit or allow the pet to stray, run, go or in any other manner be at large in or upon the Common Area. At all times when outside the home, a dog shall be kept on a leash, and the person maintaining control of the dog shall promptly remove and discard any solid waste left by the dog. Pets may only be kept or harbored within a home so long as such pet does not constitute a hazard, nuisance or annoyance to the occupants of neighboring homes.

Any Owner who owns more than two (2) pets, as of the date this amendment is recorded in the public records, shall be permitted to keep such pet(s) only if the Owner notifies the Association of the Owner's intent to maintain such pet(s), by sending written notice to the Association. All

requests to maintain said pet(s) must be submitted to the Association on or before the thirtieth (30th) day after the date this amendment is recorded. Owners who timely notify the Association will be permitted to keep their pet(s). Owners who fail to notify the Association of said pet(s) within the aforementioned deadline, may not maintain said pet(s). Upon the death of any grandfathered pet, an Owner may not acquire a replacement.

**Section 21. Laundry.** All laundry to be dried outdoors must be hung on a drying apparatus which shall not be placed in front of the back wall (i.e., rear plane) of the Home.

**Section 22. Recreation Equipment.** Recreation equipment such as, but not limited to, basketball goals, trampolines and badminton nets shall not be allowed in a location that may interfere with traffic or easement areas. Portable recreation equipment not in use and stored outside shall be stored immediately adjacent to the Home. Permanent installation of recreational equipment requires ACC approval. Use of recreational equipment shall only be permitted between the hours of 7:00 a.m. and 8:00 p.m.

**Section 23. Temporary Structures.** Except as set forth herein, no structure of a temporary nature or character shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent. With prior written approval, the Board may allow temporary use of:

- A. Tents or similar structures, not to exceed three (3) days, for special events, such as a tent for a party to be held on Owner's Lot; and
- B. Temporary on-site storage facilities (e.g. PODS), not to exceed three (3) days, for packing purposes when moving in or out. Temporary storage facility must be located on Owner's Lot.

**Section 24. Commercial Equipment.** Commercial equipment, including, but not limited to tractors, lawn mowers and other lawn maintenance equipment, shall not be parked or stored on any Lot from dusk until dawn unless parked in an existing garage or carport screened from view on all sides except the side facing the roadway in a manner approved by or acceptable to the Board, excluding commercial equipment being currently employed for new home construction and/or other improvements.

**Section 25. Landscaping.** Each Lot shall be covered with grass sod or Xeriscape, as that term is defined in Florida Statutes Section 373.185(1) in a manner which prevents erosion. Only Hernando County approved ground cover and tree(s) shall be installed or planted on any Lot and installation thereof shall be completed within 120 days after a Home is placed on a Lot. Landscaping materials shall only be stored on an Owner's Lot where materials will be installed. Once installation is completed, the Owner shall remove all dirt or debris from the Common Area(s).

**Section 26. Limitations on Activities for Certain Days of the Year.** The following apply to Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day

and Christmas Day:

- A. Commercial contractors are prohibited from performing any and all maintenance, construction, remodeling, repair or renovation work on or to the exterior of any Home and from delivering any product(s) used for maintenance, construction, remodeling, repair or renovation work to the exterior of any Home. Commercial contractors are authorized to perform emergency repairs.
- B. The following activities shall only be allowed between the hours of 8:00 a.m. and 7:00 p.m.: Yard maintenance; delivery of household goods where an Owner or Resident is present to accept delivery; and maintenance, construction, remodeling, repair or renovation performed solely within the interior of the Home.

**Section 27. Right of BCPO to Charge Fee for Use of Community Pool.** Persons twelve years of age or older using the BCPO community pool must have a BCPO issued pool use card in their possession at the time they enter the pool area and shall display same to any BCPO employee or representative upon request. The following shall apply regarding the community pool:

- A. For safety reasons, individuals under the age of twelve years must be accompanied by a parent or guardian when using the BCPO community pool.
- B. Owners may obtain from the BCPO administrative office, free of charge, pool use cards for themselves and their family members related by blood, marriage or adoption, who are twelve years of age and older and who are permanently occupying the Owner's Home with the Owner and are properly registered at the BCPO administration office.
- C. The BCPO shall have the right to charge a reasonable fee for the issuance of pool use cards for Renters, Live-ins, and guest(s). Said fees shall be set forth in the Rules & Regulations.

**Section 28. Construction Sites.** Installation of a Home or Other Improvement, or change, addition or alteration thereto shall be permitted only from the hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday and shall be subject to the following:

- A. Owner shall assure that the street median is not used for construction activities.
- B. Grading — No fill dirt shall be placed on the Lot sooner than ten (10) days prior to placement of the Home. An environmental barrier must encompass the entire perimeter of the Lot until approved landscaping is laid.
- C. Termite Treatment — The Owner must have the ground treated for termites in accordance with Hernando County Regulations.
- D. During installation, the Owner shall keep adjoining streets and Lots free of debris



(e.g., scrap material and dislodged, destroyed, or removed foliage). Such debris shall be removed from the Lot on a weekly basis.

- E. Owner may, only upon prior written approval from the ACC, place a dumpster and/or chemical toilet on Owner's Lot. Dumpsters and/or chemical toilets must be removed from the Lot within three (3) working days after receipt of Certificate of Occupancy.
- F. In the event of a violation of this Section, the Board may impose reasonable charges to repair or maintain Common Areas or adjoining Lots. Such charges shall constitute an assessment against the Owner and the Owner's Lot and shall in every respect constitute a lien on the Owner's Lot as would any other assessment of the BCPO.

**Section 29. HVAC Location Limitation.** No HVAC equipment may be installed, erected, placed or maintained on the front side facing the street.

#### ARTICLE IV

##### LOT AND HOME MAINTENANCE

**Section 1. Home Maintenance.** Owners shall keep their Homes in good physical repair and properly maintained to the level or standards established by the BCPO. In the event any Home fails to comply with this Section for any reason including damage caused by storm, vandalism, neglect or other means, the BCPO has the right, but not the duty, to require repairs consistent with the provisions hereof be made within such reasonable time period as established by the BCPO.

**Section 2. Lawn and Landscaping Maintenance.** All Lots and the lawn and/or landscaping thereon, plus any area between the Lot and an adjacent roadway, shall be properly and timely maintained by the Lot Owner in a neat and attractive manner. This includes, but is not limited to, the frequent cutting and edging of the lawn, proper cutting, pruning or trimming of any landscaping, and the removing, clearing, cutting or pruning of underbrush or weeds on the Lot, the timely removal and replacement of lost plants, landscaping materials (e.g., bark or mulch), sod or other ground cover and keeping the lawn and landscaping reasonably free from infestation of insects and diseases. In no event shall grass and/or lawns be allowed to exceed twelve (12) inches in height. Grass clippings, trash, rubbish or other debris shall be properly disposed of and shall not be deposited upon any vacant Lot, or upon the Common Area. Any plants, trees, shrubs or other landscaping placed in the BCPO right-of-way must be maintained so as to not create a safety hazard by obstructing the view of traffic on the road or any driveway. Owners shall keep their Lots and the adjoining Right of Way, including but not limited to the plants, trees, shrubs and other landscaping located thereon from obstructing or interfering with street lighting and shall timely trim such plants, trees, shrubs and other landscaping to accomplish this requirement.

**Section 3. Enforcement.** BCPO shall have the right, but not the duty, to enter any Lot during reasonable hours to implement effective insect, reptile and woods fire control, remove any trash, or to provide maintenance to any Lot deemed necessary by the Board. The following shall apply

to BCPO entering any such Lot or exercising its rights under this Section:

- A. Said Lot entry shall not be deemed a trespass but shall be deemed a license coupled with interest where, in the opinion of the Board, said entry is necessary for the overall beauty, scheme of development, setting or safety of Brookridge.
- B. The Board shall impose reasonable charges in exercising its rights under this Section. Charges and rates for labor, equipment usage and mileage shall be documented in the Rules and Regulations. Such charges shall constitute an individual assessment against the Owner and the Owner's Lot.
- C. BCPO shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon his or her Lot at reasonable hours on any day of the week

## ARTICLE V

### PARKING

**Section 1. Parking Restrictions.** Except as otherwise specifically provided herein, trailers, boats and the following vehicles are prohibited from being parked on any Lot: limousines, motor homes, recreational vehicles, buses, dual axle trucks, box vans/trucks, vans (excluding minivans), vehicles designed to provide temporary living quarters, vehicles exceeding eight (8) feet in width, vehicles exceeding eight (8) feet in height, vehicles exceeding twenty-two (22) feet in length, and vehicles to which a platform or rack for carrying items has been added (excluding vehicles with racks installed by the manufacturer as original equipment on cars, sports utility vehicles and pick-up trucks). A trailer, boat or otherwise prohibited vehicle may be parked in a garage or carport which is screened from view on all sides, except the side facing the roadway, in a manner approved by the Board. Notwithstanding anything to the contrary herein, temporary parking on the lawn to accommodate parking for guests on special occasions may be permitted. Guests also may use the clubhouse parking lot. If guests' vehicles are parked at the clubhouse parking lot for more than one day, please notify the office to insure they are not towed.

**Section 2. Availability of Parking in RV Compound.** Subject to the Rules and Regulations, vehicles which are prohibited from being parked on a Lot may be housed in the Recreational Vehicle Compound provided space is available.

**Section 3. Commercial Vehicles.** No Commercial Vehicle as defined in Article I shall be parked within Brookridge unless:

- A. Such Vehicle is designed to carry fewer than 10 or more passengers, weighs less than 10,000 pounds GVW and is parked in an enclosed garage or carport which is screened from view on all sides, except the side facing the roadway, in a manner approved by the Board;
- B. Such Vehicle is designed to carry fewer than 10 or more passengers, weighs less than

10,000 pounds GVW with lettering/advertising completely covered in a manner approved by the Board; or

- C. Such Vehicle's operator is present and currently performing work or delivering supplies to an Owner.

**Section 4. Parking on Rights of Way, Lots, Medians, Streets and Vacant Lots.** Parking on any Lot, median, vacant Lot and/or Right of Way is prohibited, except as set forth herein. Parking on that portion of a Right of Way constituting the actual pavement of a street within Brookridge is permitted, but only subject to the following conditions: no vehicle shall be parked on the street between the hours of 1:00 a.m. & 6:00 a.m.; no vehicle shall be parked on the street in a manner which blocks a mailbox; and no vehicle shall be parked on the street in a manner which blocks the ingress or egress of a driveway.

Notwithstanding anything to the contrary, tractor trailers which are owned or operated by a Resident shall be prohibited from parking on any street within Brookridge. Notwithstanding the prohibitions in this Section, the Board of Directors, at its sole discretion, shall have the right to grant variances from this Section.

**Section 5. Temporary Parking of Recreation Vehicles, Motor Homes, etc. on Lot(s).** Notwithstanding anything to the contrary herein:

- A. Owners or Residents are permitted to park recreation vehicles, motor homes, travel trailers, cargo trailers or trucks with an attached camper shell on their Lot for a maximum of three (3) days within any seven day period immediately prior to the use of such vehicle or item on a trip and three (3) days within any seven day period immediately following the use of such vehicle or item on a trip for the purposes of loading, unloading and/or cleaning such vehicle or item.
- B. Visitors of Owners and/or Residents shall only be permitted to park recreation vehicles, motor homes, travel trailers, or trucks with an attached camper shell on the Lot of the Owner or Resident they are visiting for a maximum of three (3) days in any seven day period.

**Section 6. Temporary Parking of Boats on Lot.** Notwithstanding anything to the contrary herein, Owners or Residents are permitted to park boats on trailers on their Lot for one (1) day immediately before and two (2) days immediately after the boat's use for the purpose of loading, unloading and/or cleaning the boat.

## ARTICLE VI

### **USE OF COMMUNITY ENTRANCE, STREETS, ROADS AND OTHER COMMON AREAS**

**Section 1: Use of Common Area.** The Common Area is devoted to and intended for the common use and enjoyment of the Members, their families, guests, and other persons occupying

the Lots within Brookridge, subject to the terms and conditions of the Governing Documents.

**Section 2. Prohibition Against Damage to Common Area.** No Owner, Resident, invitee or licensee shall conduct any activity which damages any part of the Common Area. In the event of a violation of this section, the BCPO may impose a reasonable charge to repair or maintain the Common Areas, and such charge shall constitute an assessment against the Owner and the Owner's Lot.

**Section 3. Permitted Vehicles.** Entry into the community will be governed by the Rules and Regulations. Properly registered vehicles shall be issued and must display visible identifiers on vehicles as required by the Rules and Regulations. Failure to comply shall be considered a violation of this Section. The following vehicles shall be allowed ingress and egress and shall be permitted to use Brookridge streets:

- A. All vehicles that are licensed by the State of Florida or any other State for use on public roads and highways.
- B. All Brookridge Golf Association golf carts displaying a current registration decal and membership number.
- C. All golf carts registered with and approved by the BCPO and displaying a BCPO golf cart permit or plate on the front or back of the cart.
- D. Any other type of motorized conveyance approved by the Board and registered with the BCPO according to its requirements, including wheelchairs, motorized vehicles with motors smaller than 49 cubic centimeters, and other specialized equipment.

**Section 4. Speed Limits.** The Board shall have the authority to establish from time to time maximum and minimum speed limits for vehicles using roads within Brookridge. The fact that such speed limits may be more restrictive than the laws of any state or local government having jurisdiction over Brookridge shall not make such speed limits unreasonable. Notwithstanding anything to the contrary, nothing herein shall require or obligate the Board to implement, place or remove any such speed limits, and neither the Board nor the BCPO shall have or incur any liability as a result of enforcing and/or failing to enforce such speed limits.

Speed limits for all vehicles shall be as follows, subject to modification by the Board of Directors:

Brookridge Boulevard	30 miles per hour (unless otherwise posted)
All other roadways	25 miles per hour (unless otherwise posted)

**Section 5. Proper Permitting/Registration Required.** All motorized vehicles, trailers and boats within Brookridge shall be maintained in useable condition. Additionally, to the extent required by law for operation or use on public streets, public waterways or within Brookridge, all

motorized vehicles, trailers and boats within Brookridge shall have and maintain a current certificate or registration. Notwithstanding anything to the contrary, the immediately preceding sentence shall not apply to golf carts and motorized scooters as defined by Section 316.003(82), Florida Statutes (2003).

## ARTICLE VII

### ZONING AND PLATTING

Except as provided below, no portion of Brookridge shall be rezoned or replatted without the affirmative vote of two-thirds (2/3) of the Members of the BCPO who are entitled to vote and who are present in person or by absentee ballot at any annual or special meeting of the membership of the BCPO. Notwithstanding the above, the Board, with a unanimous vote of the Board, may approve the rezoning of a BCPO owned Lot(s) from residential to Common Area roadway and the rezoning of Lot(s) previously owned by the Golf Association to residential.

## ARTICLE VIII

### COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of title to any Lot, except Lots owned by the BCPO, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the BCPO: (1) annual assessments, (2) special assessments, and (3) individual assessments, as determined and levied by the BCPO. Said assessments shall be fixed, established and assessed by the BCPO as provided for herein. The Owner's share of annual or special assessments shall be equal to a proportion of the total expenses of the BCPO (either actual or anticipated), such proportion being equal to a fraction having as its numerator the number of Lots which the Owner owns and having as its denominator the total number of Lots in Brookridge.

Where an Owner owns only a portion of a Lot, said Owner shall owe a portion of a full Lot's assessment equal to the percentage of the Lot owned (e.g., if an Owner owns one-half of a full Lot, said Owner will owe one-half of the assessment due for such Lot). The annual assessments and special assessments, together with interest at the highest rate allowed by law thereon or administrative late fees, or both, and costs of collection thereof as hereinafter provided, including reasonable attorneys' fees and paralegals' fees regardless of whether suit is filed (including such fees and costs before trial, at trial and on appeal) shall be a charge and continuing lien upon the Lot against which each such assessment is made, together with any dwelling and other improvements located on said Lot, from and after the date on which such assessment is due and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Notwithstanding anything contained herein to the contrary, the obligation shall be joint and several as to the Owner in the event that the Owner constitutes more than one person or entity.

**Section 2. Purpose of Assessments.** The assessments levied by the BCPO shall be used for the purpose of promoting the recreation, health, safety, and welfare of Brookridge and the Owners

thereof; for the performance by the BCPO of its duties and for the exercise of the powers conferred upon it; for the improvement and maintenance of the Common Area; and for the operating budget. The annual assessment shall have the affirmative vote of a simple majority of the Members of the BCPO who are voting in person or by absentee ballot at a meeting of the BCPO duly called for such purposes.

**Section 3. Determination of Annual Assessments.**

- A. Operating Budget. Prior to the end of the BCPO's fiscal year, the Board shall prepare a budget of the estimated costs of operating the BCPO during the coming year, including, but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, reserves and other operating expenses, as well as charges to cover any deficits from prior years. Notwithstanding anything to the contrary, in the event the Board of Directors fails to prepare a proposed budget and/or the Members fail to approve a proposed budget for any forthcoming year, the last BCPO budget in effect shall be deemed approved and shall satisfy the requirements of the Governing Documents to the degree permitted by law.
- B. Installments. Unless changed by action of the Board, the annual assessments shall be payable in advance in twelve (12) monthly installments due on the first day of each month.

**Section 4. Special Assessments.** In addition to the annual assessments, the Board of Directors may levy at any time a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any reconstruction or repair of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

**Section 5. Individual Assessments.** The Board may levy an individual assessment against any Owner and/or against any Owner's Lot in order to cover costs incurred by the BCPO for loss or damage to the BCPO or to any Common Area caused by that Owner or his or her lessee, agent, contractor, guest or occupant, and not covered by insurance, or for any other purpose permitted by these Restrictions.

**Section 6. Payment and Notice of Assessments.** Annual and special assessments shall be payable in such manner and at such times as determined by the Board. Payment of individual assessments shall be per the Rules and Regulations.

**Section 7. Effect of Nonpayment of Assessments, Personal Obligation of the Owner; the Lien; Remedies of the BCPO.** If any assessment or installment thereon is not paid when due, then such assessment shall be deemed delinquent and the delinquent assessment, together with interest thereon and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees regardless whether suit is filed, (including such fees and costs before trials, at trial and on appeal), shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon the dwelling and other improvements located on that Lot. Such lien shall be prior to all other liens hereinafter created except taxes or assessments

levied by governmental authority, and except as to the lien of any institutional first mortgage. The lien shall be prior to and superior in dignity to homestead status. The said lien shall bind such Lot and any dwelling and other improvements located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment, however, shall remain that Owner's personal obligation for the statutory period and personal liability shall not pass to the successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by law, or administrative late fees, or both, and the BCPO may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, or administrative late fees, or both, costs of collection and attorneys' and paralegals' fees, as aforesaid. Said fees and costs of collection shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the BCPO any assessments against the Lot which become due during the period of foreclosure. The BCPO shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Lot and any dwelling located thereon as Owner thereof.

The liability for assessments shall not be avoided by waiver of the use or enjoyment of any Common Area or by the abandonment of the Lot against which the assessment was made. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the BCPO to take some action or perform some function required to be taken or performed by the BCPO or for any loss whatsoever arising from the making of repairs or improvements which are the responsibility of the BCPO, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

## ARTICLE IX

### EASEMENTS

Upon the Plats there are dedicated Easements for street, drainage and utility purposes which are non-exclusive and in favor of the Owners of all the Lots in Brookridge.

The Developer covenanted and/or has conveyed the fee simple title to the streets within Brookridge to the BCPO. The Developer further covenanted that upon completion of the construction of the improvements in each Unit within Brookridge it would likewise convey the fee simple title to the streets as shown on the Plats of said subdivision. In all such conveyances there was or should have been reserved non-exclusive Easements in favor of the Owners of all Lots within Brookridge and all utilities serving Brookridge.

ARTICLE X

RULES AND REGULATIONS

**Section 1. Application of Rules and Regulations.** All Owners, in addition to any other obligation, duty, right or limitation imposed upon them by these Restrictions shall be subject to, and agree to abide by, the Rules and Regulations, which are expressly incorporated herein by reference. The Board has the right to adopt and amend Rules and Regulations which shall be reasonable and uniform in application to all Owners, their families, guests, invitees, tenants and lessees. Said Rules and Regulations shall in all respects constitute covenants running with the land, binding upon each Lot and/or Owner's parcel, and to which each and every Owner, his or her family member, guest, invitee, tenant or lessee is obligated to comply. Said Rules and Regulations shall not conflict with, and in all respects shall be subservient to, these Restrictions, the Association's Articles of Incorporation and its Bylaws.

**Section 2. Enforcement of Rules and Regulations.** BCPO has the right, but not the duty, to enforce the Rules and Regulations by any proceeding at law or in equity against such Owner and the person or persons violating or attempting to violate or circumvent the Rules and Regulations, either to restrain the violation or to recover damages. The failure of the BCPO to enforce, or cause to be enforced, the Rules and Regulations for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter. In the event the BCPO proceeds to enforce the Rules and Regulations, it shall be entitled to recover from such Owner and the violator, jointly and severally, any and all costs and/or expenses associated with: (i) notices of violation(s); (ii) demands for compliance with the Rules and Regulations; (iii) management company fees associated with compelling compliance with the Rules and Regulations; (iv) court costs; (v) reasonable attorneys' fees and paralegals' fees regardless of whether suit is filed (including such fees and costs before trial, at trial and on appeal); and (vi) all other charges associated with and/or incidental to compelling compliance with the Rules and Regulations.

ARTICLE XI

VIOLATIONS AND ENFORCEMENT

**Section 1. Compliance by Members.** Every Member and such Member's tenants, guests and invitees shall comply with the provisions, restrictions and covenants set forth in the Governing Documents.

**Section 2. Enforcement.** If any person or entity shall violate or attempt to violate the terms of the Governing Documents, it shall be lawful for BCPO to: (1) prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of the Governing Documents; (2) maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of the Governing Documents for the purpose of preventing or enjoining all or any such violations or attempted violations; or (3) maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In



addition, whenever there shall have been built, or there shall exist on any Lot, any structure, building, physical object or condition which is in violation of the Governing Documents, the BCPO (but not any Member) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment which shall be treated and shall be collected as set forth herein, and such entry and abatement or removal shall not be deemed a trespass or make the BCPO liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in the Governing Documents. The failure of the BCPO or a Member to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation contained in the Governing Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto. The offending Member and/or tenant, guest and invitee shall be responsible to the BCPO for all costs and fees of enforcement specifically including, without limitation, court costs, reasonable attorneys' fees and paralegals' fees, regardless whether suit is brought (including such fees and costs before trial, at trial and on appeal).

**Section 3. Violation Review Committee.** Prior to imposing either a fine or suspension, the Board shall appoint a Violation Review Committee (hereinafter referred to as the VRC) consisting of at least three (3) but not more than seven (7) BCPO Members, in accordance with the following:

- A. Said Members shall not be officers, directors or employees of the BCPO nor the relative of an officer, director, BCPO employee or alleged violator.
- B. The purpose of the VRC shall be to conduct hearings; determine the validity and/or severity of the alleged violation; and, by majority vote., propose fines and/or suspensions to the Board.

**Section 4. Fines and Suspension of Rights.** In addition to all other remedies, the Board may suspend the right to use Common Areas, and impose a fine or fines upon a Member, tenant, guest and/or invitee for failure to comply with the Governing Documents, provided the following procedures are adhered to:

- A. **Notice of Violation:** The Board shall notify the Member, tenant, guest and/or invitee of the alleged infraction or infractions and provide such individual or entity at least fourteen (14) days' notice of the intent to fine and/or intent to suspend the right to use Common Areas. Included in the notice shall be the date, place and time of a hearing before the VRC at which time the party sought to be fined or have its use rights suspended may present evidence and reasons why a fine(s) or such suspension should not be imposed.
- B. **Hearing:** The alleged non-compliance shall be presented to the VRC at the scheduled hearing. At the hearing the alleged violator shall have a right to be represented by

counsel, cross-examine witnesses, present defenses and reasons why fine(s) or suspension of use rights should not be imposed. A written decision and recommendation shall be submitted to the Board for action not later than twenty-one (21) days after the hearing. The Board in its sole unfettered discretion shall take action equal to or less than the VRC recommendation.

- C. **Fines and/or Revocation of Certain Privileges:** The VRC may recommend and the Board may: impose a reasonable fine not to exceed \$100.00 per violation; in the case of a continuing violation, a reasonable fine on the basis of each day of said continuing violation, not to exceed \$1,000.00 in the aggregate; suspend, for a reasonable period of time, the rights of the violator to use Common Areas provided the right of legal ingress and egress to and from Brookridge is not impaired.

**Section 5. Payment of Fines and Application of Proceeds.** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties (i.e., fine). All monies received from fines shall be placed in the budget operating account.

**Section 6. Non-exclusive Remedy.** The fines provided in this Section shall not be construed to be the exclusive remedy of the BCPO, and shall exist in addition to all other rights and remedies to which the BCPO may be otherwise legally entitled.

**Section 7. Delivery of Notices.** Notices required under this Section shall be in writing and delivered by hand or U.S. Mail to the address listed in the BCPO's records or on the last tax roll of Hernando County, Florida, and shall be deemed delivered as of the date that the notices are mailed.

## ARTICLE XII

### MODIFICATION

These Restrictions may be amended or modified at any time hereafter by the affirmative vote of two-thirds (2/3) of the Members of the BCPO, who are entitled to vote and who are present in person or by absentee ballot and/or proxy at any annual or special meeting of the membership of the BCPO, (i.e., once a quorum is established at any regular or special meeting of the membership, two-thirds (2/3) of the Members who are entitled to vote and who are present in person or by absentee ballot may amend these Restrictions.

## ARTICLE XIII

### SEVERABILITY

Should any covenant, condition or restriction herein contained, or any Section, Subsection, sentence, clause, phrase or term of these Restrictions be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way

affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

#### ARTICLE XIV

##### TORT IMMUNITY

BCPO shall not be liable, in any civil action brought by or on behalf of a Member, for bodily injury occurring to a Member on the Common Area. This grant of immunity from liability shall not be effective if BCPO causes bodily injury to the Member on the Common Area by its willful, wanton, or grossly negligent act of commission or omission.

Prepared by and return to:  
Brookridge Community  
Property Owners, Inc.  
7300 Brookridge Central Blvd.  
Brooksville, FL 34613



2/17

**AMENDMENT DATED APRIL 17, 2013 TO THE AMENDED, RESTATED AND  
CONSOLIDATED RESTRICTION AGREEMENT FOR THE BROOKRIDGE  
COMMUNITY**

The following amendment is being proposed to Article III, Section 4, of the AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR THE BROOKRIDGE COMMUNITY, recorded in Official Records Book 2991, Page 1616, of the Public records of Hernando County, Florida. **CODING: Deleted language is marked with a ~~strike through line~~, and new language is underlined.**

**ARTICLE III**

**USE RESTRICTIONS**

**Section 4. Limitation on Home Size, Year and Improvement.** There shall be no more than one Home on each Lot. Any Home placed on a Lot shall be a minimum of 44 feet long and a minimum of 24 feet wide, and have a maximum height of 17 feet. Additionally, any Home placed on a Lot in Brookridge shall be a new Home, meaning that the equitable or legal title to such Home has never previously been transferred by a manufacturer, distributor, importer or dealer to an ultimate purchaser or user. Moreover, at the time the Home is placed on a Lot it shall not be more than one three model years old. All Homes must have either (1) a garage; or (2) a carport and a utility room. Variances may be allowed at the sole discretion of the Board of Directors.

This AMENDMENT DATED APRIL 17, 2013 TO THE AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT FOR BROOKRIDGE COMMUNITY was approved by the affirmative vote of over 2/3 (two-thirds) of the members of BCPO entitled to vote and who cast a vote via consolidated ballot mailed March 15, 2013 with the Notice of Annual Meeting and Election.

IN WITNESS WHEREOF, BROOKRIDGE COMMUNITY PROPERTY OWNERS, INC. has caused these presents to be executed in its name, this 18<sup>th</sup> day of April, 2013.

Signed, sealed and delivered in the presence of:

BROOKRIDGE COMMUNITY PROPERTY OWNERS, INC.

Michelle O'Connor  
Witness Signature  
Michelle O'Connor  
Print Name of Witness

BY: Larry Miller  
PRINT: Larry Miller  
TITLE: President

Joan Ebbecke  
Witness Signature  
Joan Ebbecke  
Print Name of Witness

Michelle O'Connor  
Witness Signature  
Michelle O'Connor  
Print Name of Witness

BY: Rosemary Basteri  
PRINT: Rosemary Basteri  
TITLE: Secretary

Joan Ebbecke  
Witness Signature  
Joan Ebbecke  
Print Name of Witness

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 18<sup>th</sup> day of April, 2013.  
By Larry Miller, as President, of BROOKRIDGE COMMUNITY PROPERTY OWNERS, INC.,  
a Florida not-for-profit corporation, [ ] who is personally known to me or  who produced  
Dwight's license as identification.

Michelle Anne Coleman  
NOTARY PUBLIC-STATE OF FLORIDA



Accepted by and return to:

Steven H. Mezer, Esquire

Bush Ross, P.A.

Post Office Box 3913

Tampa, FL 33601-3913

RENW

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**CERTIFICATE OF AMENDMENT TO THE  
AMENDED, RESTATED AND CONSOLIDATED  
RESTRICTION AGREEMENT  
FOR BROOKRIDGE COMMUNITY**

We, Larry Miller, President and Rosemary A. Basteri, as Secretary of Brookridge Community Property Owners, Inc., do hereby certify that at the annual meeting of the members of Brookridge Community Property Owners, Inc. held on April 16, 2014, wherein a quorum of the members was present in person or by proxy, held in accordance with the Bylaws of Brookridge Community Property Owners, Inc., the following amendments to the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community were approved by the affirmative vote of two-thirds (2/3) of the Members of Brookridge Community Property Owners, Inc.:

I. Article VIII, Section 1 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community is amended to read as follows:

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of title to any Lot, except Lots owned by the BCPO, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the BCPO: (1) annual assessments, (2) special assessments, and (3) individual assessments, as determined and levied by the BCPO, and (4) any fine of \$1,000.00 or fines in the aggregate of \$1,000.00 or more levied by the BCPO. Said assessments shall be fixed, established and assessed by the BCPO as provided for herein. The Owner's share of annual or special assessments shall be equal to a proportion of the total expenses of the BCPO (either actual or anticipated), such proportion being equal to a fraction having as its numerator the number of Lots which the Owner owns and having as its denominator the total number of Lots in Brookridge.

Note: This document was presented for Recording containing  
SOME ENTRIES THAT ARE OF POOR QUALITY AND MAY  
NOT BE LEGIBLE

Restriction Agreement for Brookridge Community is amended to read as follows:

Section 7. Effect of Nonpayment of Assessments, Personal Obligation of the Owner; the Lien; Remedies of the BCPO. If any assessment or installment thereon is not paid when due, then such assessment shall be deemed delinquent and the delinquent assessment, all accelerated assessments, together with interest thereon and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees regardless whether suit is filed, (including such fees and costs before trials, at trial and on appeal), shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon the dwelling and other improvements located on that Lot. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any institutional first mortgage. The lien shall be prior to and superior in dignity to homestead status. The said lien shall bind such Lot and any dwelling and other improvements located thereon in the hands of the then Owner and each subsequent Owner. ~~The personal obligation of the Owner to pay such delinquent assessment, however, shall remain that Owner's personal obligation for the statutory period and personal liability shall not pass to the successors in title unless expressly assumed by them.~~

The Board shall have the right to accelerate annual assessments and special assessments of an Owner who is then delinquent in the payment of said assessments. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

**CODING:** Deleted language is marked with a ~~strikethrough line~~, and new language is marked with a double-underline.

[Signatures on the following page]

the presence of:

OWNERS INC,

Michelle O'Connor  
Print name: Michelle O'Connor

By: Larry Miller  
Larry Miller, President

Ray Geroux  
Print name: Ray Geroux

Signed, sealed and delivered in the presence of:

ATTEST:

Michelle O'Connor  
Print name: Michelle O'Connor

By: Rosemary A. Basteri  
Rosemary A. Basteri, Secretary

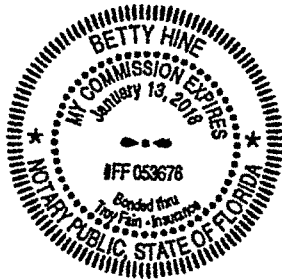
Ray Geroux  
Print name: Ray Geroux

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2014, by Larry Miller and Rosemary A. Basteri, as President and Secretary, respectively, of Brookridge Community Association, Inc., who are personally known to me or have produced Drivers Lic as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21<sup>st</sup> day of April, 2014.

Betty Hine  
NOTARY PUBLIC, State of Florida  
Betty Hine  
Print Name  
My Commission Expires: 1-13-2018





3/a

R-ENV

Prepared by and return to:  
Steven H. Mezer, Esquire  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913

\_\_\_\_\_ [space above line for recording information] \_\_\_\_\_

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED BYLAWS  
OF  
BROOKRIDGE COMMUNITY PROPERTY OWNERS ASSOCIATION, INC.  
AND TO THE  
AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT  
FOR  
BROOKRIDGE COMMUNITY**

We, Larry Miller, as President, and Kenneth E. Sajdak, as Secretary of Brookridge Community Property Owners, Inc. (hereinafter "BCPO"), do hereby certify that at the annual meeting of the members of BCPO held on April 15, 2015, wherein a quorum of the members was present, the following amendments to Article V, Section 9 of the Amended and Restated Bylaws of Brookridge Community Property Owners Association, Inc. and Article I, Section 4, Article IV, Section 1 and Article XI, Section 7 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community, were approved by the affirmative vote of two-thirds (2/3) of the members of BCPO, who were entitled to vote and who were present in person or by absentee ballot at said annual meeting of the members of BCPO:

**I. Article V, Section 9 of the Amended and Restated Bylaws of Brookridge Community Property Owners Association, Inc. is amended to read as follows:**

Any vacancy occurring on the Board following acceptance of a signed written resignation from the resigning Director may be filled by a majority vote of the Board until the next election of Directors. A nomination or vote to elect a Board member created by a vacancy on board due to resignation or removal shall only occur at a regularly scheduled Board of Directors' meeting and may not occur at a special meeting.

**II. Article I, Section 4 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community is amended to read as follows:**

Section 4. "Commercial Vehicle" shall mean and refer to any motorized or towed vehicle which possesses any or all of the following characteristics:

*Certificate of Amendment to the Amended and Restated Bylaws and Amended, Restated and Consolidated Restriction Agreement  
Page 2 of 3*

- A. weighs 10,000 pounds Gross Vehicle Weight (hereinafter GVW) or more, excluding recreational vehicle(s);
- B. is designed to transport more than 10 passengers, including the driver; or
- C. is a vehicle bearing lettering, coloring, markings, logos, signage, or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle.

**III. Article IV, Section 1 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community is amended to read as follows:**

Section 1. Home Maintenance. Owners shall keep their Homes in good physical repair and properly maintained to the level or standards established by the BCPO. In the event any Home fails to comply with this Section for any reason including damage caused by storm, vandalism, neglect or other means, the BCPO has the right, but not the duty, to require repairs consistent with the provisions hereof be made within such reasonable time period as established by the BCPO. or the BCPO may require removal of a damaged Home, if it has been rendered uninhabitable and remained uninhabitable for not less than 90 days and the Owner has failed to diligently pursue repairs consistent with the provisions hereof. If a Home is removed and construction of new Home is not commenced and thereafter diligently pursued on that Lot within 60 days of removal of the Home, the Lot shall be restored to its original unimproved condition, with the exception of an existing concrete parking pad. All other visible improvements, including but not limited to swimming pool or screening, must be removed from the Lot within 60 days of removal of the Home. Thereafter, the vacant Lot shall be regularly mowed and maintained by the Owner.

**IV. Article XI, Section 7 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community is amended to read as follows:**

Section 7. Delivery of Notices. Notices required under this Section shall be in writing and delivered by hand or U.S. Mail to the address listed in the BCPO's records or and to the owner's address on the last tax roll of Hernando County, Florida, if different, and shall be deemed delivered as of the date that the notices are mailed.

**CODING:** New language noted with a double-underline. Delete language noted with a ~~strikethrough~~.

[Officers' Signatures on Page 3]

Certificate of Amendment to the Amended and Restated Bylaws and Amended, Restated and Consolidated Restriction Agreement  
Page 3 of 3

Signed, sealed and delivered in the presence of:

BROOKRIDGE COMMUNITY PROPERTY OWNERS INC,

Betty Hine  
Print name: Betty Hine  
Michelle O'Connor  
Print name: Betty Hine  
Michelle O'Connor

By: Larry Miller  
Larry Miller, President

Signed, sealed and delivered in the presence of:

ATTEST:

Betty Hine  
Print name: Betty Hine  
Michelle O'Connor  
Print name: Michelle O'Connor

By: Kenneth E. Sajdak  
Kenneth E. Sajdak, Secretary

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 22 day of May, 2015, by Larry Miller and Kenneth E. Sajdak, as President and Secretary, respectively, of Brookridge Community Association, Inc., who are personally known to me or have produced Dr. Jose Lie as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Bylaws of Brookridge Community Property Owners Association, Inc. and Amended, Restated and Consolidated Restriction Agreement for Brookridge Community, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22<sup>nd</sup> day of May, 2015.



Betty Hine  
NOTARY PUBLIC, State of Florida  
Print Name Betty Hine  
My Commission Expires: 1-13-2016