



Wickham Forest Homeowners Association

Covenants and Restrictions

Merged Final Version 2025

Last Modified: May 21, 2025

Table of Contents

ARTICLE I: MUTUAL BENEFITS AND OBLIGATIONS

ARTICLE II: DEFINITIONS

- Section 2. 0: Pronouns
- Section 2. 1: Subdivision.
- Section 2. 2: Board of Directors.
- Section 2 .3: Lot.
- Section 2. 4: Owner.
- Section 2. 5: Common Property.
- Section 2 .6: Assessments.
- Section 2. 7: Association.
- Section 2. 8: Architectural. Review Committee.
- Section 2. 9: Wickham Forest Sanctuary.
- Section 2. 10: Storm water Management System.
- Section 2. 11: Conservation Easement Areas.
- Section 2. 12: Lien
- Section 2. 13: Capital Improvements
- Section 2. 14: Wickham Forest Homeowners Association Appeals Committee
- Section 2. 15: Wickham Forest Homeowners Association Fines Committee

ARTICLE III: SUBDIVISION ASSESSMENTS

- Section 3.1: General Purpose.
- Section 3.2: Creation of the Lien and Personal Obligation of Assessments and Fines.
- Section 3.3: Annual Assessments.
- Section 3.4: Special Assessments.
- Section 3.4.1: Owner Responsibilities
- Section 3.5: Fines.
- Section 3.6: Effect of Nonpayment of Assessments and Fines: Remedies of the Association.
- Section 3.7: Subordination of Lien to Mortgages.
- Section 3.8; Damage by Owners.
- Section 3.9: Maximum Annual Assessment.

ARTICLE IV: OWNER'S RIGHTS

- Section 4.1: Right to Use Common Property
- Section 4.2: Utilities.

ARTICLE V: RIGHTS OF THE HOMEOWNERS ASSOCIATION

- Section 5.1: Enforcement Rights.
- Section 5.2: Other Assessments.
- Section 5.3: Common Property Rights.
- Section 5.4: Common Property.
- Section 5.5: Tract F.
- Section 5.6: Tract E.
- Section 5.7: Duty to Maintain Entrance Way Situated on Tract A
- Section 5.8: Membership.
- Section 5.9: Removed.
- Section 5.10: Duty to Maintain Storm water Management system.
- Section 5.11: Duty to Preserve and Maintain Conservation Easement Areas

ARTICLE VI: RIGHTS RESERVED BY ASSOCIATION

Section 6.1: Easements for Utilities.
Section 6.2: Drainage Easement.
Section 6.3: Maintenance Easement.

ARTICLE VII: USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 7.1: Plan of development
Section 7.2: Construction Restrictions.
Section 7.3: Maintenance of Residences and Lots.
Section 7.4: Architectural Control
Section 7.5: Miscellaneous Use Restrictions.
Section 7.6: Plan Review.
Section 7.7: Architectural Review Committee Membership.
Section 7.8: Plan of Development.

ARTICLE VIII: UTILITY PROVISIONS

Section 8.1: Water System.
Section 8.2: Garbage Collection.
Section 8.3: Electrical and Telephone Service.

ARTICLE IX: EASEMENTS

Section 9.1: Landscape Easement
Section 9.2: Easement for Drainage Swale and Pipe
Section 9.3: Bicycle Path Easements.
Section 9.4: Access Easement
Section 9.5: Establishment of Easements
Section 9.6: Easement Restrictions.
Section 9.7: Construction of Easement Provisions.
Section 9.8: Maintenance Easement

ARTICLE X: GENERAL PROVISIONS

Section 10.1: Duration and Amendment
Section 10.2: Notices.
Section 10.3: Severability.
Section 10.4: disputes and Construction of Terms

ARTICLE XI: MISCELLANEOUS

Section 11.1: Leases.

EXHIBIT A: Architectural Guidelines

- 1. Fences**
- 2. Architectural Screens**
- 3. Solar Heating Panels**
- 4. Pools**
- 5. Screened Enclosures**
- 6. General Color Guidelines**
- 7. Shutters**
- 8. Auxiliary Buildings**

ARTICLE I: MUTUAL BENEFITS AND OBLIGATIONS

THE COVENANTS CONTAINED IN THIS DOCUMENT ARE FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF THE SUBDIVISION AND MADE FOR THE MUTUAL BENEFIT OF EACH AND EVERY OWNER OF A LOT IN THE SUBDIVISION. THEY ARE INTENDED TO BE NONDISCRIMINATORY. THEY ARE ALSO INTENDED TO CREATE ENFORCEABLE RIGHTS AND OBLIGATIONS IN FAVOR OF AND AGAINST EACH LOT, ITS OWNER AND THE ASSOCIATION. EACH OWNER, HIS OR HER FAMILY, FRIENDS, GUESTS, TENANTS, AND INVITEES SHALL COMPLY WITH THE PROVISIONS OF THESE COVENANTS WHILE PRESENT WITHIN THIS SUBDIVISION.

ARTICLE II: DEFINITIONS

Section 2.0: Pronouns

THE PRONOUNS HIS, HERS, HE, AND SHE ALONG WITH THEIR PLURAL COUNTERPARTS ARE USED GENERICALLY IN THIS DOCUMENT. THE READER MAY ASSIGN THEIR PREFERRED PRONOUN AS NEEDED. THIS DOES NOT CHANGE THE INTENT OF THE DOCUMENT.

Section 2.1: Subdivision

THIS TERM SHALL MEAN ALL THE PROPERTY KNOWN AS WICKHAM FOREST SUBDIVISION AS DEPICTED ON THE PLAT.

Section 2.2: Board of Directors

THE BOARD OF DIRECTORS OF WICKHAM FOREST HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR- PROFIT CORPORATION.

Section 2.3: Lot

EACH PLATTED LOT IN THE SUBDIVISION, REGARDLESS OF WHETHER A DWELLING HAS BEEN CONSTRUCTED ON SUCH LOT.

Section 2.4: Owner

EACH PERSON WHO OWNS RECORD TITLE TO A LOT, EXCLUDING THOSE HAVING SUCH TITLE MERELY AS SECURITY FOR PERFORMANCE OF AN OBLIGATION AS DESCRIBED IN SECTION 697.01, FLORIDA STATUTES.

Section 2.5: Common Property

TRACTS A, B, CL D, F, G AND AS SHOWN ON THE PLAT OF WICKHAM FOREST SUBDIVISION ARE INTENDED FOR THE COMMON USE AND BENEFIT OF ALL OWNERS AND WHICH IS TO BE DEEDED TO THE ASSOCIATION AT THE TIME OF THE CONVEYANCE OF THE FIRST LOT SUBJECT TO THE DEDICATION OF SUCH COMMON PROPERTY TO THE ASSOCIATION.

Section 2.6: Assessments

ANNUAL, SPECIAL AND INSURANCE ASSESSMENTS BY THE ASSOCIATION AGAINST LOTS IN THE SUBDIVISION MADE IN ACCORDANCE WITH THE TERMS OF THESE COVENANTS.

Section 2.7: Association

WICKHAM FOREST HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

Section 2.8: Architectural Review Committee

THE COMMITTEE OF THE WICKHAM FOREST HOMEOWNERS ASSOCIATION, INC. CHARGED WITH THE DUTIES SET FORTH IN ARTICLE VII OF THESE COVENANTS.

Section 2.9: Wickham Forest Sanctuary

LOTS 1 THROUGH 50, BLOCK G OF WICKHAM FOREST SUBDIVISION AS SHOWN ON THE PLAT.

Section 2.10: Storm water Management System.

THIS TERM SHALL MEAN A SYSTEM WHICH IS DESIGNED AND CONSTRUCTED OR IMPLEMENTED TO CONTROL DISCHARGES WHICH ARE NECESSITATED BY RAINFALL EVENTS, INCORPORATING METHODS TO COLLECT, CONVEY, STORE, ABSORB, INHIBIT, TREAT, USE OR REUSE WATER TO PREVENT OR REDUCE FLOODING, OVER-DRAINAGE, ENVIRONMENTAL DEGRADATION, AND WATER POLLUTION OR OTHERWISE AFFECT THE QUANTITY AND QUALITY OF DISCHARGES FROM THE SYSTEM, AS PERMITTED PURSUANT TO CHAPTERS 40C-4, 40C-40 OR 40C-42, FLORIDA ADMINISTRATIVE CODE.

Section 2.11: Conservation Easement Areas

THIS TERM SHALL APPLY TO TRACT B, ACCORDING TO THE PLAT OF WICKHAM FOREST, PHASE ONE AS RECORDED IN PLAT BOOK 35, PAGE 95; TRACT A, ACCORDING TO THE PLAT OF WICKHAM FOREST, PHASE THREE AS RECORDED IN PLAT BOOK 36, PAGE 61; AND TRACT B, ACCORDING TO THE PLAT OF WICKHAM FOREST, PHASE FOUR, PLAT BOOK 36, PAGE 63, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Section 2.12: Lien

A RIGHT TO KEEP POSSESSION OF PROPERTY BELONGING TO ANOTHER PERSON UNTIL A DEBT OWED BY THAT PERSON IS DISCHARGED. A LIEN PROVIDES A CREDITOR WITH THE LEGAL RIGHT TO SEIZE AND SELL THE COLLATERAL PROPERTY OR ASSET OF A BORROWER WHO FAILS TO MEET THE OBLIGATIONS OF A LOAN OR CONTRACT. THE OWNER CANNOT SELL THE PROPERTY THAT IS THE SUBJECT OF A LIEN WITHOUT THE CONSENT OF THE LIEN HOLDER.

Section 2.13: Capital Improvement

SECTION 163.3164(7), FLORIDA STATUTES, “DEFINITIONS” – ESTABLISHES THE DEFINITION OF “CAPITAL IMPROVEMENT”. NOTE THAT THE DEFINITION STATES THAT CAPITAL IMPROVEMENTS ARE TO BE PHYSICAL ASSETS, EXCLUDING ITEMS LIKE OPERATION AND MAINTENANCE SERVICES AND STUDIES.

Section 2.14: Wickham Forest Homeowners Association Appeals Committee

THE APPEALS COMMITTEE SHALL BE COMPRISED OF 6 VOLUNTEERS, 5 PRIMARY AND ONE RESERVE, FROM THE HOMEOWNERS OF THE WICKHAM FOREST COMMUNITY. MEMBERS MAY NOT BE OFFICERS, DIRECTORS OR EMPLOYEES OF THE ASSOCIATION NOR THE SPOUSE, PARENT, CHILD, BROTHER, OR SISTER OF AN OFFICER, DIRECTOR OR EMPLOYEE.

Section 2.15: Wickham Forest Homeowners Association Fines Committee

THIS COMMITTEE SHALL BE COMPRISED OF FOUR MEMBERS, THREE PRIMARY AND ONE RESERVE FROM THE HOMEOWNERS OF THE WICKHAM FORREST COMMUNITY. MEMBERS OF THE COMMITTEE MAY NOT BE OFFICERS, DIRECTORS, OR EMPLOYEES OF THE ASSOCIATION OR RELATED TO DIRECTORS, EMPLOYEES, OR OFFICERS OF THE BOARD OF DIRECTORS OF WICKHAM FOREST.

ARTICLE III: SUBDIVISION ASSESSMENTS

Section 3.1: General Purpose

THE ASSOCIATION IS ORGANIZED FOR THE PURPOSE OF PROVIDING COMMON SERVICES TO THE OWNERS, OWNING AND MAINTAINING LANDSCAPING AND LIGHTING ON THE COMMON PROPERTY (IN THE FRONT ENTRANCE, ISLANDS, AND FENCING OWNED BY THE ASSOCIATION), MAINTAINING FENCING ON COMMON PROPERTY, PROVIDING ENFORCEMENT OF THE COVENANTS AND ENGAGING IN ACTIVITIES FOR THE MUTUAL BENEFIT OF THE OWNERS. ALL OWNERS ARE MEMBERS OF THE ASSOCIATION. PROVISIONS RELATING TO THE ASSOCIATION ARE CONTAINED IN THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION. THE ASSOCIATION SHALL HAVE THE RIGHT TO INCREASE OR REDUCE THE SERVICES IT PROVIDES BY AFFIRMATIVE VOTE OF THE MEMBERS IN ACCORDANCE WITH THE BY-LAWS OF THE ASSOCIATION. IN ORDER TO PAY FOR THESE SERVICES, THE ASSOCIATION WILL CHARGE ASSESSMENTS AGAINST THE LOTS AND THEIR OWNERS. EACH OWNER IS PERSONALLY OBLIGATED FOR ASSESSMENTS WHICH CAME DUE DURING THE TIME SUCH OWNER OWNED THE LOT.

Section 3.2: Creation of the Lien and Personal Obligation of Assessments and Fines

EACH OWNER HEREBY AGREES THAT BY ACCEPTING A DEED TO ANY PORTION OF THE SUBDIVISION, WHETHER OR NOT IT IS EXPRESSED IN SUCH DEED, TO PAY TO THE ASSOCIATION: (1) ANNUAL ASSESSMENTS OR CHARGES, (2) FINES ASSESSED BY THE ASSOCIATION, AND (3) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS AND FINES TO BE ESTABLISHED AND COLLECTED AS HEREINAFTER PROVIDED. THE ANNUAL AND SPECIAL ASSESSMENTS AND FINES, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES, SHALL BE A CHARGE ON THE LOT AND SHALL BE A CONTINUING LIEN UPON THE LOT AGAINST WHICH EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT OR FINE, TOGETHER WITH INTEREST, COSTS, AND REASONABLE ATTORNEY'S FEES, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH LOT AT THE TIME WHEN THE ASSESSMENT FELL DUE. THE PERSONAL OBLIGATION FOR DELINQUENT ASSESSMENTS SHALL NOT PASS TO HIS SUCCESSORS IN TITLE UNLESS EXPRESSLY ASSUMED BY THEM.

Section 3.3: Annual Assessments

THE ASSOCIATION SHALL FIX THE AMOUNT OF THE ANNUAL DUES BY DECEMBER 1ST OF EACH YEAR. THE ANNUAL DUES SHALL BE PAYABLE IN ONE ANNUAL INSTALLMENT ON FEBRUARY 1ST OF EACH YEAR. THE AMOUNT OF DUES SHALL BE PUBLISHED IN THE DECEMBER NEWSLETTER. ANNUAL DUES SHALL BE UNIFORM.

ANNUAL DUES SHALL BE DEEMED PAST DUE IF NOT PAID WITHIN THIRTY (30) DAYS OF THE DUE DATE AND WILL BE SUBJECT TO A LATE FEE AND INTEREST AT THE HIGHEST RATE ALLOWABLE BY LAW IN ACCORDANCE WITH SECTION 3.5, HEREIN.

Section 3.4: Special Assessments

THE ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT TO ACQUIRE A NEW, REPAIR OR REPLACE CAPITAL IMPROVEMENT WHICH WHERE THE COST EXCEEDS ONE THOUSAND DOLLARS (\$1,000.00) AND THE UESFULNESS OF THE IMPROVEMENT IS FIVE (5) YEARS OR GREATER. REPLACEMENT OF A CAPITAL IMPROVEMENT MEANS ANY REPLACEMENT OF AN EXISTING CAPITAL IMPROVEMENT. THE SPECIAL ASSESSMENT MUST BE APPROVED BY A VOTE OF FIFTY-ONE PERCENT (51%) OF LOT OWNERS PRESENT OR VOTING BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE AT WHICH A QUORUM IS PRESENT.

Section 3.4.1: Owner Responsibilities

- A.* EACH LOT OWNER IS RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE IMPROVEMENTS INSTALLED OR CONSTRUCTED ON THE LOT. FURTHERMORE, EACH LOT OWNER IS JOINTLY AND SEVERALLY LIABLE FOR THE ACTIONS OF THEIR TENANTS, GUESTS AND INVITEES.
- B.* THE ASSOCIATION MAY LEVY REASONABLE FINES, NOT TO EXCEED \$50 PER VIOLATION PER DAY IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED IN THE HOMEOWNER’S ASSOCIATION ACT (“ACT”), AS AMENDED FROM TIME TO TIME.
- C.* A FINE OR SUSPENSION MAY NOT BE IMPOSED WITHOUT NOTICE OF AT LEAST FOURTEEN (14) DAYS AND OPPORTUNITY FOR HEARING BEFORE AN IMPARTIAL FINING COMMITTEE AS REQUIRED BY THE ACT
- D.* THE LOT OWNER IS PROVIDED AN OPPORTUNITY FOR A HEARING BEFORE THE WICKHAM FOREST HOMEOWNER’S ASSOCIATION APPEALS COMMITTEE TO DETERMINE VALIDITY OF THE PROPOSED FINE OR SUSPENSION. IF SUCH COMMITTEE, BY MAJORITY VOTE, DOES NOT APPROVE A PROPOSED FINE OR SUSPENSION, IT MAY NOT BE IMPOSED.
- E.* UNPAID FINES WILL BE ASSESSED MONETARY PENALTIES UNTIL THE ENTIRE ACCUMULATED FINE IS PAID. AN INITIAL \$25 LATE PAYMENT PENALTY WILL BE ASSESSED 30 DAYS AFTER THE INITIAL FINE. ALL ENSUING PENALTIES WILL BE ASSESSED ON THE FIRST OF EACH SUCCESSIVE MONTH UNTIL THE ENTIRE ACCUMULATED FINE IS PAID.
- F.* THERE IS NO AGGREGATE LIMIT TO THE AMOUNT OF FINES FOR A CONTINUING VIOLATION PROPOSED BY THE BOARD OF DIRECTORS AND APPROVED BY THE COMMITTEE. ONCE THE FINE AMOUNT EXCEEDS \$1,000, THE BOARD OF DIRECTORS MAY VOTE TO CONVERT THE FINE TO A SPECIAL ASSESSMENT AGAINST THE LOT OWNER.

Section 3.5: Fines

THE ASSOCIATION MAY SUSPEND, FOR A REASONABLE PERIOD OF TIME, THE RIGHTS OF A LOT OWNER OR A LOT OWNER'S TENANTS, GUESTS OR INVITEES, OR BOTH, TO USE THE COMMON PROPERTY AND MAY LEVY REASONABLE FINES, NOT TO EXCEED \$50 PER VIOLATION PER DAY, AGAINST ANY LOT OWNER, TENANT, GUEST OR INVITEE OF A LOT OWNER, FOR VIOLATION OF THESE COVENANTS. A FINE OR SUSPENSION MAY NOT BE IMPOSED WITHOUT PRIOR NOTICE OF AT LEAST FOURTEEN (14) DAYS TO THE PERSON SOUGHT TO BE FINED OR SUSPENDED AND AN OPPORTUNITY FOR A HEARING BEFORE THE WICKHAM FOREST HOMEOWNERS' ASSOCIATION APPEALS COMMITTEE, A COMMITTEE OF AT LEAST THREE (3) LOT OWNERS APPOINTED BY THE BOARD OF DIRECTORS WHO ARE NOT OFFICERS, DIRECTORS, OR EMPLOYEES OF THE ASSOCIATION, OR THE SPOUSE, PARENT, CHILD, BROTHER OR SISTER OF AN OFFICER, DIRECTOR, OR EMPLOYEE. IF SUCH COMMITTEE, BY MAJORITY VOTE, DOES NOT APPROVE A PROPOSED FINE OR SUSPENSION, IT MAY NOT BE IMPOSED. SUSPENSION OF A PERSON'S RIGHT TO USE THE COMMON PROPERTY SHALL NOT IMPAIR THE RIGHT OF A LOT OWNER OR TENANT TO HAVE VEHICULAR AND PEDESTRIAN ENTRANCE ONTO OR EXIT FROM THE LOT, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO PARK. THE REQUIREMENTS OF THIS SECTION 3.5 DO NOT APPLY TO THE IMPOSITION OF SUSPENSIONS OR FINES UPON ANY LOT OWNER BECAUSE OF THE FAILURE OF THE LOT OWNER TO PAY ASSESSMENTS OR OTHER CHARGES WHEN DUE. UNPAID FINES WILL BE ASSESSED MONETARY PENALTIES UNTIL THE ENTIRE ACCUMULATED FINE IS PAID. AN INITIAL \$25 PENALTY WILL BE ASSESSED 30 DAYS AFTER THE INITIAL FINE, OR THE 1ST OF THE NEXT MONTH AFTER THE INITIAL FINE, WHICHEVER OCCURS LAST. ALL ENSUING \$25 PENALTIES WILL BE ASSESSED ON THE 1ST OF EACH SUCCESSIVE MONTH UNTIL THE ENTIRE ACCUMULATED FINE IS PAID.

Section 3.6: Effect of Nonpayment of Assessments and Fines

REMEDIES OF THE ASSOCIATION. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM. THE ASSOCIATION THROUGH ITS BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO ESTABLISH FINES FOR LATE PAYMENT OF ASSESSMENTS AND SHALL HAVE A LIEN ON THE LOT FOR ANY UNPAID ASSESSMENTS, INTEREST THEREON AND ALL COSTS WHICH HAVE BEEN ASSESSED AGAINST THE OWNER. THE SAID LIEN SHALL BE EFFECTIVE FROM AND AFTER THE TIME OF RECORDING IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, OF A CLAIM OF LIEN STATING THE DESCRIPTION OF THE LOT, THE NAME OF THE RECORD OWNER, THE AMOUNT DUE AND PAYABLE AND THE DATE WHEN DUE; AND THE SAID LIEN SHALL CONTINUE IN EFFECT UNTIL ALL SUMS SECURED BY THE LIEN SHALL HAVE BEEN FULLY PAID. ALL SUCH CLAIMS OF LIEN SHALL INCLUDE ASSESSMENTS WHICH ARE PAYABLE AND DUE WHEN THE SAID CLAIM OF LIEN IS RECORDED, AND ALL SUCH CLAIMS OF LIEN SHALL BE SIGNED AND VERIFIED BY AN OFFICER OR AGENT OF THE ASSOCIATION. WHERE ANY SUCH LIENS SHALL HAVE BEEN PAID IN FULL, THE PARTY

MAKING PAYMENT SHALL BE ENTITLED TO RECEIVE A SATISFACTION OF SUCH LIEN IN A FORM THAT MAY BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE BOARD OF DIRECTORS MAY TAKE SUCH ACTION AS THEY DEEM NECESSARY TO COLLECT ASSESSMENTS AND INTEREST THEREON, BY PERSONAL ACTION OR BY ENFORCING SAID LIEN, AND MAY SETTLE AND COMPROMISE THE SAME IF IN THE BEST INTEREST OF THE ASSOCIATION. THE DELINQUENT OWNER SHALL PAY ALL COSTS, INCLUDING ALL ATTORNEYS' FEES, INCURRED BY THE ASSOCIATION INCIDENT TO THE COLLECTION OF SUCH ASSESSMENTS, TOGETHER WITH ALL SUMS ADVANCED AND TAXES, MORTGAGES AND INSURANCE. THE LIEN SHALL BE DEEMED TO COVER SAID ADDITIONAL COSTS AND ADVANCES. FILING OF ONE ACTION SHALL NOT BE A BAR TO THE FILING OF OTHER ACTIONS. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON PROPERTY OR ABANDONMENT OF HIS LOT.

Section 3.7: Subordination of Lien to Mortgages

THE LIEN OF ANY ASSESSMENT INCLUDING INTEREST AUTHORIZED BY THESE COVENANTS SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE ON THE LOT SO LONG AS ALL ASSESSMENTS LEVIED AGAINST THE LOT WHICH FELL DUE ON OR PRIOR TO THE DATE THE MORTGAGE IS RECORDED HAVE BEEN PAID. THE SALE OR TRANSFER OF ANY LOT PURSUANT TO A MORTGAGE FORECLOSURE PROCEEDING OR BY A DEED IN LIEU OF FORECLOSURE SHALL NOT EXTINGUISH THE LIEN FOR ASSESSMENTS WHICH FELL DUE PRIOR TO THE DATE OF SUCH SALE, TRANSFER OR FORECLOSURE.

Section 3.8; Damage by Owners

THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR ANY EXPENSE INCURRED BY THE ASSOCIATION TO REPAIR OR REPLACE COMMON PROPERTY WHICH IS NECESSARY BY REASON OF HIS CARELESSNESS, NEGLIGENCE OR WILLFUL ACTION OR BY THAT OF HIS FAMILY, HIS GUESTS, AGENTS OR TENANTS. ANY SUCH EXPENSE SHALL BE A PART OF THE ASSESSMENT TO WHICH THE OWNER'S LOT IS SUBJECT AND SHALL BE DUE AND PAYABLE IN THE SAME MANNER AS ANNUAL ASSESSMENTS PROVIDED FOR IN THESE COVENANTS.

Section 3.9: Maximum Annual Assessment

- A. EFFECTIVE JANUARY 1, 1994, THE MAXIMUM ANNUAL ASSESSMENT SHALL BE \$75.00 PER LOT.
- B. EFFECTIVE JANUARY 1, 1995, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED EACH YEAR NOT MORE THAN FIFTEEN PERCENT (15%) ABOVE THE MAXIMUM ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE MEMBERSHIP.
- C. EFFECTIVE JANUARY 1, 1995, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED ABOVE FIFTEEN PERCENT (15%) UPON THE AFFIRMATIVE VOTE OF FIFTY-ONE PERCENT (51%) OF LOT OWNERS PRESENT OR VOTING BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE AT WHICH A QUORUM IS PRESENT.
- D. THE BOARD OF DIRECTORS MAY FIX THE ANNUAL ASSESSMENT AT AN AMOUNT NOT IN EXCESS OF THE MAXIMUM ANNUAL ASSESSMENT.

ARTICLE IV: OWNER'S RIGHTS

Section 4.1: Right to Use Common Property

THERE IS NO COMMON PROPERTY FOR PUBLIC USE.

Section 4.2: Utilities

EACH OWNER MAY USE THE UTILITIES CONSTRUCTED IN THE ROADS OR OTHER EASEMENTS AS SHOWN ON THE PLAT AS THE SAME MAY BE RELOCATED FROM TIME TO TIME, SUBJECT TO REGULATIONS AND ORDINANCES OF BREVARD COUNTY AND/OR THE CITY OF MELBOURNE.

ARTICLE V: RIGHTS OF THE HOMEOWNERS ASSOCIATION

Section 5.1: Enforcement Rights

THE ASSOCIATION, ITS AGENTS OR EMPLOYEES, AFTER DUE PROCESS AND NOTIFICATION TO THE HOMEOWNER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON ANY LOT TO CURE ANY VIOLATION OF THESE COVENANTS AND RESTRICTIONS, INCLUDING WITHOUT LIMITATION, THE RIGHT TO REMOVE ANY STRUCTURE WHICH IS IN VIOLATION OF THESE COVENANTS AND TO ENFORCE MAINTENANCE AND REPAIR OF LOTS AND IMPROVEMENTS. ANY SUCH REMOVAL, CURING, MAINTENANCE OR REPAIR SHALL BE AT THE EXPENSE OF THE OWNER OF THE LOT ON WHICH THE VIOLATION HAS OCCURRED OR EXISTS WHICH EXPENSE SHALL BE PAYABLE BY SUCH OWNER TO THE ASSOCIATION ON DEMAND. ENTRY TO REMOVE AND CURE ANY VIOLATION OF THESE COVENANTS AND RESTRICTIONS SHALL NOT BE A TRESPASS AND THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY DAMAGES ON ACCOUNT OF THE ENTRY.

THE RIGHTS OF THE ASSOCIATION DESCRIBED IN THIS ARTICLE SHALL NOT BE CONSTRUED AS A LIMITATION OF THE RIGHTS OF THE ASSOCIATION OR ANY OWNER TO PROSECUTE PROCEEDINGS AT LAW OR IN EQUITY FOR THE RECOVERY OF DAMAGES AGAINST PERSONS VIOLATING OR ATTEMPTING TO VIOLATE THESE COVENANTS OR FOR THE PURPOSE OF PREVENTING OR ENJOINING ANY VIOLATIONS OR ATTEMPTED VIOLATIONS. THE REMEDIES CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS CUMULATIVE OF ALL OTHER REMEDIES PROVIDED IN THESE COVENANTS, AT LAW OR IN EQUITY. THE FAILURE OF THE ASSOCIATION TO ENFORCE THESE COVENANTS, HOWEVER LONG CONTINUING, SHALL NOT BE A WAIVER OF THE RIGHT TO ENFORCE THESE COVENANTS AT A LATER TIME.

Section 5.2: Other Assessments

ANY AMOUNTS OWED BY ANY OWNER TO THE ASSOCIATION AS THE RESULT OF THE ASSOCIATION’S ABATING OR CURING VIOLATIONS OF THESE COVENANTS OR MAINTAINING OR REPAIRING LOTS OR RESIDENCES, AS AUTHORIZED IN SECTION 5.1, DECLARATION, HEREIN SHALL BE DUE AND PAYABLE WITHIN FIFTEEN (15) DAYS FROM THE DATE OF RECEIPT OF A STATEMENT FOR SUCH AMOUNTS FROM THE ASSOCIATION. IF ANY OF SAID SUMS ARE NOT PAID WHEN DUE, THEY SHALL BE ADDED TO AND BECOME A PART OF THE ANNUAL DUES TO WHICH THE LOT IS SUBJECT AND ENFORCEABLE AS PROVIDED IN ARTICLE III, SECTION 3.6 OF THESE COVENANTS.

Section 5.3: Common Property Rights

THE ASSOCIATION SHALL HAVE THE RIGHT:

- a. TO ADOPT REASONABLE RULES AND REGULATIONS PERTAINING TO THE USE OF THE COMMON PROPERTY, THE PRESERVATION OF SUCH PROPERTY, AND THE SAFETY AND CONVENIENCE OF THE OTHER USERS OF THE COMMON PROPERTY;
- b. TO ASSESS FINES FOR VIOLATION OF THESE COVENANTS WHICH SHALL BE ADDED TO THE NEXT INSTALLMENT OF THE ANNUAL ASSESSMENT TO WHICH THE LOT IS SUBJECT AND ENFORCEABLE AS PROVIDED IN ARTICLE III OF THESE COVENANTS.

Section 5.4: Common Property

THE ASSOCIATION SHALL BE VESTED WITH OWNERSHIP OF ALL COMMON PROPERTY WHICH IS SHOWN ON THE PLAT, AS TRACTS A, B, C, D, F, G AND H. THE ASSOCIATION SHALL OWN SAID PREMISES FOR THE PURPOSE OF PRESERVATION OF EXISTING VEGETATION, SUPPLEMENTAL PLANTINGS, DRAINAGE, AND RETENTION. THE ASSOCIATION HAS THE RIGHT TO USE SAID COMMON AREAS FOR DRAINAGE AND RETENTION AND MAINTAINS THE RIGHT TO CUT ANY TREES, BUSHES, OR SHRUBBERY, MAKE ANY GRADING OF THE SOIL, OR TAKE ANY OTHER SIMILAR ACTION REASONABLY NECESSARY TO PROVIDE SAFE DRAINAGE AND RETENTION AS WELL AS TO MAINTAIN REASONABLE STANDARDS OF HEALTH, SAFETY, WELFARE AND APPEARANCE.

Section 5.5: Tract F

TRACT F AS SHOWN ON THE PLAT IS A CONSERVATION AREA. ACCORDINGLY, THE ASSOCIATION SHALL PRESERVE AND MAINTAIN THE EXISTING VEGETATION IN A MANNER CONSISTENT WITH THE RECOMMENDATIONS CONTAINED IN THE ABOVE-REFERENCED RECORDED PLAT.

Last Modified: May 21, 2025

Section 5.6: Tract E

TRACT E SHALL BE DEDICATED TO BREVARD COUNTY FOR THE PURPOSE OF THE CONSTRUCTION AND MAINTENANCE OF A LIFT STATION.

Section 5.7: Duty to Maintain Entrance Way Situated on Tract A

THE ASSOCIATION SHALL HAVE THE DUTY TO MAINTAIN AND PROTECT THE ENTRANCE WAY TO THE SUBDIVISION AND THE RELATED PROPERTY WHICH IS SITUATED ON TRACT A, C AND D ON THE PLAT. SAID DUTY SHALL INCLUDE THE OBLIGATION TO CUT GRASS, TRIM SHRUBBERY, AND OTHERWISE KEEP SAID PROPERTY IN A SAFE AND ATTRACTIVE CONDITION AND MAINTAIN REASONABLE STANDARDS OF HEALTH, SAFETY AND APPEARANCE. ANY IRRIGATION OR LIGHTING FIXTURES PLACED ON SAID PREMISES SHALL ALSO BE MAINTAINED BY THE ASSOCIATION. THIS OBLIGATION SHALL INCLUDE THE MAINTENANCE OF ANY AND ALL STRUCTURES ERECTED ON SAID PREMISES, KEEPING ANY PAINTED SURFACE CLEAN AND ATTRACTIVE AND KEEPING ANY AND ALL FIXTURES IN A SAFE AND WORKING CONDITION.

Section 5.8: Membership

EVERY OWNER OF A LOT WHICH IS SUBJECT TO ASSESSMENT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL CONSTITUTE A LEGAL BINDING TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT.

Section 5.9: Removed

Section 5.10: Duty to Maintain Stormwater Management system

THE STORMWATER MANAGEMENT SYSTEM (THE SYSTEM) PROVIDES DRAINAGE, WATER STORAGE, AND CONVEYANCE OF OTHER STORMWATER CAPABILITIES. THE ST. JOHNS WATER MANAGEMENT DISTRICT HAS JURISDICTION OF THE SYSTEM. THE ASSOCIATION HAS THE DUTY TO OPERATE AND MAINTAIN THE SYSTEM. REPAIR OR RECONSTRUCTION OF THE SYSTEM SHALL BE AS PERMITTED, OR IF MODIFIED AS APPROVED BY THE ST. JOHNS WATER MANAGEMENT DISTRICT.

THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW AND EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE MAINTENANCE, OPERATION AND REPAIR OF THE STORMWATER MANAGEMENT SYSTEM.

Section 5.11: Duty to Preserve and Maintain Conservation Easement Areas

- a. THE CONSERVATION EASEMENT AREAS SHALL AND ARE HEREBY DECLARED TO BE SUBJECT TO A CONSERVATION EASEMENT PURSUANT TO SECTION 704.06, FLORIDA STATUTES, IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (THE "DISTRICT") FOR THE PURPOSE OF RETAINING AND MAINTAINING THE CONSERVATION EASEMENT AREAS IN THEIR PREDOMINANTLY NATURAL CONDITION AS A WOODED WATER RECHARGE, DETENTION, PERCOLATION AND ENVIRONMENTAL CONSERVATION AREA. IN FURTHERANCE OF THIS CONSERVATION EASEMENT, ALL OF THE FOLLOWING USES OF THE CONSERVATION EASEMENT AREAS ARE HEREBY PROHIBITED AND RESTRICTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISTRICT, TO WIT:
 1. THE CONSTRUCTION, INSTALLATION OR PLACEMENT OF SIGNS, BUILDINGS, FENCES, WALLS, ROADS OR OTHER STRUCTURES AND IMPROVEMENT ON OR ABOVE THE GROUND OF THE CONSERVATION EASEMENT AREAS.
 2. THE DUMPING OR PLACING OF SOIL OR OTHER SUBSTANCES OR MATERIALS AS LANDFILL OR THE DUMPING OR PLACING OF TRASH, WASTE OR UNSIGHTLY OR OFFENSIVE MATERIALS.
 3. THE REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION FROM THE CONSERVATION EASEMENT AREAS.
 4. THE EXCAVATION, DREDGING OR REMOVAL OF LOAM, PEAT, GRAVEL, ROCK, SOIL OR OTHER MATERIAL SUBSTANCE IN SUCH A MANNER AS TO AFFECT THE SURFACE OF THE CONSERVATION EASEMENT AREAS.
 5. SURFACE USE, EXCEPT FOR PURPOSES THAT PERMIT THE LAND OR WATER AREA TO REMAIN IN PREDOMINANTLY NATURAL CONDITION.
 6. ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, SOIL CONSERVATION, OR FISH AND WILDLIFE HABITAT PRESERVATION.
 7. ACTS OR USE DETRIMENTAL TO SUCH RETENTION OF LAND OR WATER AREAS.
- b. THE ASSOCIATION AND ALL SUBSEQUENT OWNERS OF THE CONSERVATION EASEMENT AREAS SHALL HAVE THE DUTY TO REMOVE TRASH AND OTHER DEBRIS WHICH MAY ACCUMULATE ON THE CONSERVATION EASEMENT AREAS. THE DISTRICT, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ENTER UPON THE CONSERVATION EASEMENT AREAS AT ALL REASONABLE TIMES AND IN A REASONABLE MANNER, TO ASSURE COMPLIANCE WITH THE AFORESAID PROHIBITIONS AND RESTRICTIONS.
- c. THE PROHIBITIONS AND RESTRICTIONS UPON THE CONSERVATION EASEMENT AREAS AS SET FORTH MAY BE ENFORCED BY THE DISTRICT OR ITS SUCCESSOR AGENT BY PROCEEDINGS AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, ACTIONS FOR INJUNCTIVE RELIEF AND MAY NOT BE AMENDED WITHOUT PRIOR WRITTEN APPROVAL OF THE DISTRICT.
- d. THE CONSERVATION EASEMENT AREAS HEREBY CREATED AND DECLARED SHALL BE PERPETUAL.
- e. ALL RIGHTS AND OBLIGATIONS ARISING HEREUNDER CONSTITUTE A LEGAL BINDING TO AND COVENANTS RUNNING WITH THE LAND OF THE CONSERVATION EASEMENT AREAS, AND SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE DISTRICT, AND ITS SUCCESSORS AND ASSIGNS.

ARTICLE VI: RIGHTS RESERVED BY ASSOCIATION

Section 6.1: Easements for Utilities

THE ASSOCIATION RESERVES A PERPETUAL EASEMENT ON, OVER AND UNDER THE EASEMENTS AND COMMON PROPERTY SHOWN ON THE SUBDIVISION NAT FOR CONSTRUCTION AND MAINTENANCE OF ELECTRIC AND TELEPHONE POLES, WIRES, CABLES, CONDUITS, WATER MAINS, DRAINAGE LINES OR DRAINAGE DITCHES, SEWERS, IRRIGATION LINES AND OTHER CONVENIENCES OR UTILITIES. TO THE EXTENT PERMITTED BY LAW, THE ASSOCIATION MAY GRANT AN EXCLUSIVE EASEMENT OVER EACH LOT FOR THE INSTALLATION AND MAINTENANCE OF RADIO AND TELEVISION CABLES WITHIN THE SUBDIVISION. THE OWNERS OF LOTS SUBJECT TO THE EASEMENTS RESERVED IN THIS SECTION SHALL ACQUIRE NO RIGHT OR INTEREST IN UTILITY OR CABLE TELEVISION EQUIPMENT PLACED ON, OVER OR UNDER THE PORTIONS OF THE SUBDIVISION WHICH ARE SUBJECT TO SAID EASEMENTS. ALL EASEMENTS RESERVED BY THE ASSOCIATION ARE AND SHALL REMAIN PRIVATE EASEMENTS AND THE SOLE AND EXCLUSIVE PROPERTY OF THE ASSOCIATION.

Section 6.2: Drainage Easement

DRAINAGE FLOW SHALL NOT BE OBSTRUCTED OR DIVERTED FROM DRAINAGE EASEMENTS. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, CUT DRAINWAYS FOR SURFACE WATER WHEREVER AND WHENEVER NECESSARY TO MAINTAIN REASONABLE STANDARDS OF HEALTH, SAFETY AND APPEARANCE. EXCEPT AS PROVIDED IN THIS SECTION, EXISTING DRAINAGE SHALL NOT BE ALTERED SO AS TO DIVERT THE FLOW OF WATER ON AN ADJACENT LOT OR INTO SANITARY SEWER LINES.

Section 6.3. Maintenance Easement

THE ASSOCIATION RESERVES AN EASEMENT IN, ON, OVER AND UPON EACH LOT FOR THE PURPOSE OF PRESERVING, MAINTAINING OR IMPROVING THE COMMON PROPERTY.

ARTICLE VII: USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 7.1: Plan of development

IT IS IN THE BEST INTEREST OF THE OWNERS TO MAINTAIN WICKHAM FOREST SUBDIVISION AS A DEED RESTRICTED COMMUNITY OF QUALITY HOMES. THE WICKHAM FOREST ARCHITECTURAL REVIEW COMMITTEE (“ARC”) SHALL EVALUATE THE PROPOSED IMPROVEMENTS WITH EMPHASIS UPON THEIR HARMONIOUS INCORPORATION INTO THE COMMUNITY AS A WHOLE AND WITH SPECIFIC EMPHASIS ON QUALITY OF WORKMANSHIP AND/OR MATERIALS, EXTERNAL DESIGN, LOCATION OF THE IMPROVEMENT IN RELATION TO THE SURROUNDING STRUCTURES AND/OR IMPROVEMENTS, TOPOGRAPHY, AND CONFORMITY TO THE COVENANTS.

Section 7.2: Construction Restrictions

THE FOLLOWING CONSTRUCTION RESTRICTIONS SHALL APPLY:

- A. CONSTRUCTION RESTRICTIONS FOR WICKHAM FOREST LOTS ARE IMPOSED AS FOLLOWS:
 - 1. A MINIMUM OF TWENTY (20') FEET SET BACK SHALL BE REQUIRED FROM THE NEAREST PART OF THE FRONT OF THE BUILDING TO THE FRONT LOT LINE. A MINIMUM OF TWENTY (20') FEET SET BACK SHALL BE MAINTAINED BETWEEN THE SIDE WALLS OF ALL STRUCTURES AND THE SIDE LINES OF THE LOT UNLESS WAIVED BY THE ASSOCIATION ON IRREGULARLY SHAPED LOTS. A MINIMUM OF SEVEN AND ONE-HALF (TA) FEET SET BACK SHALL BE MAINTAINED TO AN INTERIOR LINE.
 - 2. THE MINIMUM FLOOR AREA OF EACH DWELLING SHALL BE 1,200 SQUARE FEET IF A SINGLE STORY RESIDENCE.
 - 3. ALL UTILITIES WHATSOEVER SHALL BE INSTALLED UNDERGROUND. ANY ABOVE-GROUND TRANSFORMERS MAY BE LANDSCAPED BY HOMEOWNER AND SCREENED FROM VIEW.
- B. CONSTRUCTION RESTRICTIONS FOR WICKHAM FOREST SANCTUARY LOTS ARE IMPOSED AS FOLLOWS:
 - 1. A MINIMUM OF THIRTY-FIVE FEET (35') SET BACK SHALL BE REQUIRED FROM THE NEAREST PART OF THE FRONT OF THE BUILDING TO THE FRONT LOT LINE. A MINIMUM OF TWENTY FEET (20') SET BACK SHALL BE MAINTAINED BETWEEN THE SIDE WALLS OF ALL STRUCTURES AND THE SIDE LINES OF THE LOT UNLESS WAIVED BY THE ASSOCIATION ON IRREGULARLY SHAPED LOTS. A MINIMUM OF TEN FEET (10') SET BACK SHALL BE MAINTAINED TO AN INTERIOR LINE. A MINIMUM OF TWENTY-FIVE FEET (25') SET BACK SHALL BE MAINTAINED BETWEEN THE REAR WALL OF ALL STRUCTURES AND THE REAR LOT LINE.
 - 2. THE MINIMUM FLOOR AREA OF EACH DWELLING SHALL BE 1,500 SQUARE FEET IF A SINGLE STORY RESIDENCE.
 - 3. ALL UTILITIES WHATSOEVER SHALL BE INSTALLED UNDERGROUND. ANY ABOVE-GROUND TRANSFORMERS MAY BE LANDSCAPED BY HOMEOWNER AND SCREENED FROM VIEW.

Section 7.3: Maintenance of Residences and Lots

EACH OWNER SHALL KEEP ALL LOTS OWNED BY HIM, AND ALL IMPROVEMENTS THEREIN OR THEREON, IN GOOD

ORDER AND REPAIR, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- a. SODDING, SEEDING, WATERING, WEEDING, EDGING AND MOWING OF ALL LAWNS
- b. GRASS CLIPPINGS AND DEBRIS MAY NOT BE BLOWN INTO STREET, SIDEWALK, DRIVEWAY OR RETENTION PONDS.
- c. THE PRUNING AND CUTTING OF ALL TREES AND SHRUBBERY, AND THE REPLACEMENT OF DEAD OR DAMAGED VEGETATION
- d. REMOVAL OF OIL AND ALL OTHER STAINS FROM DRIVEWAYS,
- e. REMOVAL OF MILDEW FROM ROOFS, HOUSES, SIDING, FENCES, SIDEWALKS AND DRIVEWAYS

- f. REPLACEMENT OF RUSTED OR DAMAGED MAILBOXES AND POSTS, AND INCLUDING REMOVAL OF MILDEW OR WELL-WATER STAINS.
- g. PAINTING (OR OTHER APPROPRIATE EXTERNAL CARE) OF ALL BUILDINGS AND OTHER IMPROVEMENTS AND EXTERNAL APPURTENANCES, ALL IN A MANNER AND WITH SUCH FREQUENCY AS IS CONSISTENT WITH GOOD PROPERTY MANAGEMENT.

IF, AFTER THE DELIVERY TO THE OWNER OF WRITTEN NOTICE BY THE BOARD OF DIRECTORS, ANY OWNER FAILS TO PERFORM THE DUTIES IMPOSED BY THE AFOREMENTIONED, OR TO REMEDY ANY VIOLATION, THE ASSOCIATION SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION), TO ENTER UPON THE LOT IN QUESTION TO REPAIR, MAINTAIN, REPAINT, AND RESTORE THE LOT AND/OR IMPROVEMENTS TO GOOD, ATTRACTIVE CONDITION AND REPAIR. THE COST OF SUCH RESTORATION SHALL BE CHARGED TO THE OWNER OF RECORD AND SHALL BE A BINDING PERSONAL OBLIGATION OF THE OWNER.

IN THE EVENT OF DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY TO THE RESIDENCE, OR IMPROVEMENTS ON ANY LOT, THE OWNER SHALL, UPON RECEIPT OF THE INSURANCE PROCEEDS, REPAIR OR REBUILD SUCH DAMAGED OR DESTROYED RESIDENCE OR IMPROVEMENTS IN A GOOD WORKMANLIKE MANNER IN STRICT COMPLIANCE WITH THE ORIGINAL PLANS OR IN ACCORDANCE WITH PLANS APPROVED BY THE ARC WITHIN A REASONABLE TIME NOT TO EXCEED ONE (1) YEAR AND IN ACCORDANCE WITH THE PROVISIONS OF THESE COVENANTS. ALL DEBRIS MUST BE REMOVED AND THE LOT RESTORED TO A SIGHTLY CONDITION WITHIN SIXTY (60) DAYS OF SUCH DAMAGE OR DESTRUCTION.

Section 7.4: Architectural Control

- a. ALL FENCES AND HEDGE LINES MUST BE APPROVED BY THE ARC PRIOR TO CONSTRUCTION. NO CHAIN LINK FENCES SHALL BE CONSTRUCTED ON ANY LOT. THE ARC MAY REQUIRE THAT THE COMPOSITION AND COLOR OF ANY FENCE BE CONSISTENT WITH FENCES AROUND SURROUNDING RESIDENCES. ANY LOT OWNER WHOSE LOT ABUTS A RETENTION AREA OR CONSERVATION AREA HAS THE RIGHT, AT SAID OWNER'S SOLE EXPENSE AND LIABILITY, TO INSTALL AN ACCESS GATE TO THE RETENTION OR CONSERVATION AREA ON ANY FENCE THAT MAY HAVE BEEN ERECTED WHICH BORDERS THE OWNER'S LOT AND THE RETENTION OR CONSERVATION AREAS
- b. ALL LOTS IN THE SUBDIVISION ARE RESIDENTIAL PARCELS AND SHALL BE USED EXCLUSIVELY FOR SINGLE FAMILY RESIDENTIAL PURPOSES. NO LOT MAY BE SUBDIVIDED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS WHICH CONSENT SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA IN ORDER TO BE EFFECTIVE.
- c. NO BUILDING, FENCE, WALL, AWNING, SHUTTER OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON ANY LOT, NOR SHALL ANY EXTERIOR ADDITION OR CHANGE, ALTERATION OR INTERIOR MODIFICATION WHICH WOULD CHANGE THE EXTERIOR APPEARANCE BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, COLOR, MATERIALS AND LOCATION OF THE SAME HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO THE HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURE AND TOPOGRAPHY BY THE ARC. FAILURE TO SUBMIT AN APPLICATION TO THE ARC BEFORE COMMENCING ANY PROJECT IS SUBJECT TO AN AUTOMATIC \$100.00 FINE. SUBSEQUENTLY, APPLICATION MUST BE SUBMITTED TO THE ARC FOR WRITTEN APPROVAL. IF ANY APPLICATION IS DENIED, THE HOMEOWNER MUST COMPLY WITH THE ARC DECISION OR BE SUBJECT TO A \$50.00 PER DAY FINE UNTIL IT IS IN COMPLIANCE. IF THE SITUATION IS NOT RESOLVED, LEGAL ACTION MAY BE TAKEN.
- d. NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN THREE FEET (3') AND SIX FEET (6') ABOVE ANY ROADWAY SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. EXCEPT AS HEREIN PROVIDED, NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES. ANY SUCH TREE OR A RARE OR UNUSUAL SPECIES MAY BE PERMITTED TO REMAIN IN PLACE UPON APPLICATION TO AND WRITTEN PERMISSION FROM THE ASSOCIATION AND APPROVAL BY THE APPROPRIATE CITY, COUNTY OR STATE OFFICIAL OR DEPARTMENT.
- e. DETACHED AUXILIARY BUILDINGS, (INCLUDING DOG HOUSES, STORAGE BUILDINGS OR OTHER STRUCTURES, EXCLUDING PLAY EQUIPMENT) ARE NOT PERMITTED WITHOUT PRIOR APPROVAL OF THE ARC. BUILDINGS, WALLS, TOOL SHEDS, STORAGE SHEDS OR OTHER STRUCTURES MUST BE DESIGNED TO COMPLEMENT THE ARCHITECTURAL DESIGN OF THE MAIN STRUCTURE. FINISHED MATERIALS SHALL COMPLIMENT THOSE MATERIALS USED ON THE MAIN STRUCTURE. ANY DETACHED STRUCTURE SHALL NOT BE VISIBLE FROM ANY STREET. ON RETENTION AREAS WHERE BACK YARDS ARE VISIBLE FROM NEIGHBORING LOTS SUCH STRUCTURES WILL BE OBSCURED FROM SIGHT.
- f. ANY PERMANENT OR SEMI-PERMANENT GAME/PLAY STRUCTURE OTHER THAN A BASKETBALL STRUCTURE, SHALL BE SITUATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF A CORNER LOT AND MUST BE APPROVED BY THE ARC. THE DEFINITION OF A SEMI-PERMANENT GAME/PLAY STRUCTURE IS ONE THAT HAS THE INTENTION OF REMAINING IN ITS LOCATION OVERNIGHT (I.E., SWING SETS, SLIDES, MONKEY BARS, PLAY HOUSES, TRAMPOLINES, ETC.). PORTABLE GAME/PLAY STRUCTURES USED AT THE FRONT OF THE RESIDENCE MUST BE STORED OUT OF SIGHT WHEN NOT IN USE AND AT NIGHT. GAME GOALS OR BACKBOARDS SHALL BE FREE STANDING AND MUST BE MAINTAINED IN A GOOD CONDITION. GOALS OR BACKBOARDS SHALL NEVER BE ALLOWED TO OBSTRUCT SIDEWALKS OR BE PLACED IN THE STREET.

Last Modified: May 21, 2025

- g. THE ARC SHALL NOT BE RESPONSIBLE FOR DEFECTS IN PLANS OR SPECIFICATIONS OR FOR DEFECTS IN THE IMPROVEMENTS. THE ARC'S REVIEW OF PLANS IS LIMITED SOLELY TO APPEARANCE OF THE IMPROVEMENTS AND DOES NOT INCLUDE ANY REVIEW OF COMPLIANCE WITH BUILDING CODES.
- h. THE SPECIFIC GUIDELINES TO BE FOLLOWED BY THE ARC ARE SET FORTH IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. THE GUIDELINES MAY NOT BE CHANGED UNLESS APPROVED BY A VOTE OF FIFTY-ONE PERCENT (51%) OF LOT OWNERS PRESENT OR VOTING BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE AT WHICH A QUORUM IS PRESENT.
- i. NO EXTERNALLY MOUNTED WINDOW AIR CONDITIONING UNITS MAY BE INSTALLED THAT ARE VISIBLE FROM THE STREET.
- j. NO LADDERS OR LAWN MAINTENANCE EQUIPMENT SHALL BE STORED ON ANY PROPERTY WHERE IT CAN BE SEEN FROM THE STREET OR ADJACENT LOTS.

Section 7.5: Miscellaneous Use Restrictions

- a. TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT ON ANY LOT EXCEPT IN SANITARY CONTAINERS OR GARBAGE COMPACTOR UNITS. GARBAGE CONTAINERS, IF ANY, SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION, AND SHALL BE SO PLACED OR SCREENED AS NOT TO BE NOTICEABLE FROM THE ROAD. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO CONFLICT WITH FLORIDA STATUTES SECTION.
- b. NO CLOTHING OR ANY OTHER HOUSEHOLD ITEMS SHALL BE HUNG IN THE OPEN ON ANY LOT UNLESS SCREENED FROM VIEW.
- c. PETS SHALL BE KEPT ONLY IN THE RESIDENCE OR WITHIN A FENCED YARD. NO ANIMAL SHALL BE PERMITTED ON ANY LOT OR THE COMMON PROPERTY ATTACHED TO A FIXED YARD LEASH. NO ANIMAL SHALL BE PERMITTED OFF THE LOT UNLESS ON A LEASH. OWNERS WILL BE REQUIRED TO CLEAN UP AFTER ANY PET THAT RELIEVES ITSELF IN ANY AREA. RESIDENTS SHALL NOT BREED ANY ANIMALS AS A HOBBY OR FOR PROFIT.
- d. COMMERCIAL ACTIVITY SHALL BE LIMITED TO HOME OFFICE/COTTAGE BUSINESSES AS LONG AS THE BUSINESS DOES NOT INCREASE TRAFFIC IN THE SUBDIVISION OR CAUSE A PARKING VIOLATION. ALL COMMERCIAL ACTIVITY MUST COMPLY WITH STATE AND LOCAL LAWS. GARAGE AND YARD SALES ARE ALLOWED UP TO TWO (2) PER YEAR.
- e. NO OIL OR NATURAL GAS DRILLING, REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON ANY LOT AND NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED ON ANY LOT; NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED ON ANY LOT.
- f. NO COMMERCIAL OR POLITICAL SIGN, BILLBOARD, OR ADVERTISING STRUCTURE OF ANY KIND SHALL BE PERMITTED ON ANY LOT, EXCEPT BUILDING AND SUBCONTRACTOR SIGNS DURING CONSTRUCTION PERIODS. HOME SECURITY SIGNS, CAUTION OR WARNING SIGNS, AND SIGNS TO ADVERTISE THE PROPERTY FOR SALE SHALL BE PERMITTED. NO FOR RENT SIGNS OF ANY KIND SHALL BE PERMITTED. NO SIGN MAY BE NAILED OR ATTACHED TO TREES. FOR SALE SIGNS SHALL NOT EXCEED FOUR (4) SQUARE FEET, OR BE TALLER THAN THIRTY-SIX (36) INCHES. SIGN POSTS SHALL NOT EXCEED SIX (6) FEET IN HEIGHT, AND NO MORE THAN THREE RIDERS ARE ALLOWED.
- g. NO OWNER, OR HIS OR HER FAMILY, FRIENDS, GUEST, TENANTS OR INVITEES SHALL DO ANYTHING THAT DISTURBS OR INTERFERES WITH THE REASONABLE RIGHTS AND COMFORTS OF OTHER OWNERS.
- h. NO ANTENNAE OF ANY KIND SHALL BE PERMITTED UPON ANY LOT OR STRUCTURE WITH THE EXCEPTION OF THE TYPES DESCRIBED BELOW:
 - 1. ANTENNA MASTS: AN ANTENNA MAST SUPPORTS AN ANTENNA OFF THE GROUND OR AWAY FROM THE BUILDING. A GROUND MOUNTED MAST MAY ONLY BE PLACED BEHIND THE HOME. A MAST, SUCH AS THE TYPE FOR SATELLITE RECEPTION MAY BE PLACED ON THE SIDE OR REAR OF THE HOME.
 - 2. AMATEUR (HAM) RADIO ANTENNAS ARE PERMITTED AND SHALL COMPLY WITH THE RESTRICTIONS IN THE ABOVE SUBSECTIONS.
 - 3. NO ANTENNAE SHALL BE INSTALLED ON THE FRONT OF A HOME OR IN THE FRONT YARD OF A HOME. ALL ANTENNAE SHALL BE INSTALLED IN A VISUALLY UNOBTRUSIVE MANNER THAT IS SUBJECT TO APPROVAL BY THE ARC. ALL WIRES OR CONDUITS TO THE PERMITTED ANTENNAE SHALL NOT PROTRUDE MORE THAN 3" FROM THE SURFACE OF THE HOUSE.
- i. THE PARKING OF VEHICLES SHALL BE PERMITTED IN DRIVEWAYS AND GARAGES ONLY. NO VEHICLE SHALL BE PARKED ON ANY LAWN, YARD, COMMON AREAS, OR OTHER AREA NOT INTENDED FOR

Last Modified: May 21, 2025

VEHICULAR USE. SHOULD ANY VEHICLE BE PARKED ON ANY LOT, OR IN THE CASE OF ANY VEHICLE PARKED IN THE STREET, BE LEAKING OIL OR OTHER FLUIDS, THE DRIVEWAY, WALKWAY, STREET, OR ANY OTHER SURFACE MUST BE PROTECTED SO THAT THE FLUID DOES NOT RUN ONTO IT. THE LOT OWNER WHERE THAT VEHICLE IS PARKED SHALL BE RESPONSIBLE FOR CLEANING AND/OR REPAIRING ANY DAMAGE FROM SUCH LEAKS. RV'S SHALL NOT BE ALLOWED TO BE PARKED IN THE STREET, HOWEVER, RV'S MAY BE PARKED IN A DRIVEWAY FOR UP TO 24 HOURS FOR CLEANING AND PREP (THE SAME AS BOATS) BY CITY CODE.

Section 7.6: Plan Review

THE ARC SHALL REVIEW PLANS SUBMITTED FOR ALL IMPROVEMENTS OR MODIFICATIONS, AND SHALL APPROVE OR DISAPPROVE SAID PLANS. THE PLANS SUBMITTED TO THE ARC FOR APPROVAL SHALL INCLUDE ALL PLANS NECESSARY FOR CONSTRUCTION AND SHALL MEET THE FOLLOWING STANDARDS:

- A. PLANS. ALL PLANS MUST BE DRAWN IN A PROFESSIONAL MANNER, FULLY DIMENSIONAL, AND SHALL INCLUDE THE FOLLOWING:
1. PLOT PLAN: AN ACCURATELY DRAWN, DIMENSIONAL AND SCALED PLOT PLAN SHOWING ALL BUILDING SETBACKS, EASEMENTS, FENCES, DRIVES, SWIMMING POOLS, PATIOS, WALKS AND OTHER ARCHITECTURAL ELEMENTS.
 2. ELEVATION PLANS: DRAWN TO SCALE OF 1/4" PER FOOT, AND SHOWING THE EXTERIOR ELEVATIONS OF BUILDINGS AS THEY WILL ACTUALLY APPEAR AFTER ALL BACK FILLING.
 3. EXTERNAL MATERIALS: SPECIFICATIONS OF ALL EXTERNAL MATERIALS SUCH AS ROOFING, SIDING, BRICK, AND ETC. AS WELL AS EXTERIOR COLOR SCHEMES MUST BE SUBMITTED FOR APPROVAL; ACTUAL SAMPLES MAY BE REQUIRED BY THE ARC.
 4. LANDSCAPING PLANS: SCALED LANDSCAPING PLANS INDICATING EXISTING TREES, TREES TO BE REMOVED AND PROPOSED NEW MATERIAL, INCLUDING A TREE AND PLANT LIST INDICATING TYPE AND SIZE FOR EXISTING AS WELL AS NEWLY PROPOSED LANDSCAPING.

Section 7.7: Architectural Review Committee Membership

1. THE ARC SHALL BE COMPRISED OF FIVE (5) REGULAR MEMBERS. A VOTE OF THREE (3) IS NECESSARY TO CARRY ANY DECISION OF THE ARC. ALTERNATES SHALL BE APPOINTED BY THE BOARD OF DIRECTORS IF NECESSARY TO FILL VACANCIES AS NEEDED.
2. MEMBERS OF THE ARC SHALL BE APPOINTED ANNUALLY BY THE BOARD OF DIRECTORS WITHIN THIRTY (30) DAYS OF THE ANNUAL MEETING OF THE MEMBERS OF THE ASSOCIATION.
3. ARC MEMBERSHIP TERMS SHALL OVERLAP FOR THIRTY (30) DAYS TO ALLOW FOR A SMOOTH TRANSITION WITH THE EXISTING COMMITTEE.

Section 7.8: Plan of Development

IT IS THE GOAL OF THE OWNERS OF WICKHAM FOREST SUBDIVISION TO MAINTAIN A HIGHLY RESTRICTED COMMUNITY OF QUALITY HOMES. THE ARCHITECTURAL REVIEW COMMITTEE SHALL EVALUATE PROPOSED IMPROVEMENTS WITH EMPHASIS UPON THEIR HARMONIOUS INCORPORATION INTO THE COMMUNITY AS A WHOLE AND WITH SPECIFIC EMPHASIS ON EXTERNAL DESIGN, LOCATION OF THE IMPROVEMENT IN RELATION TO THE SURROUNDING STRUCTURES AND/OR IMPROVEMENTS, TOPOGRAPHY AND CONFORMITY TO THE DECLARATION.

ARTICLE VIII: UTILITY PROVISIONS

Section 8.1: Water System

THE CENTRAL WATER SUPPLY SYSTEM PROVIDED BY THE CITY OF MELBOURNE FOR THE SERVICE OF THE SUBDIVISION SHALL BE USED AS THE SOLE SOURCE OF POTABLE WATER. EACH OWNER SHALL PAY WATER METER CHARGES ESTABLISHED WITH THE CITY AND SHALL MAINTAIN AND REPAIR ALL PORTIONS OF SUCH WATER LINES LOCATED WITH THE BOUNDARIES OF HIS LOT.

Section 8.2: Garbage Collection

GARBAGE, TRASH AND RUBBISH SHALL BE REMOVED FROM THE LOTS BY THE ENTITY SELECTED BY THE CITY OF MELBOURNE. EACH LOT OWNER SHALL PAY WHEN DUE THE PERIODIC CHARGES OR TAXES FOR SUCH GARBAGE COLLECTION SERVICE.

Section 8.3: Electrical and Telephone Service

ALL TELEPHONE, ELECTRIC AND OTHER UTILITIES LINES AND CONNECTIONS BETWEEN THE MAIN OR PRIMARY UTILITIES LINES AND THE RESIDENCE AND THE OTHER BUILDINGS LOCATED ON EACH LOT SHALL BE CONCEALED AND LOCATED UNDERGROUND IN A MANNER ACCEPTABLE TO BREVARD COUNTY.

ARTICLE IX: EASEMENTS

Section 9.1: Landscape Easement

THE ASSOCIATION SHALL HAVE A LANDSCAPE/PROTECTIVE BUFFER EASEMENT OF:

- a. TEN FEET (10') IN WIDTH ALONG THE NORTHERLY TEN FEET (10') OF LOT 1 THROUGH 29 OF BLOCK A;
- b. TWENTY FEET (20') IN WIDTH ALONG THE SOUTHERLY TWENTY FEET (20') OF, LOTS 117 THROUGH 131 OF BLOCK A;
- c. FIFTEEN FEET (15') IN WIDTH ALONG THE WESTERLY FIFTEEN FEET (15') OF LOTS 55 THROUGH 59 OF BLOCK A AND ALONG THE EASTERLY FIFTEEN FEET (15') OF LOT 15, BLOCK G;
- d. FIFTY FEET (50') IN WIDTH ALONG THE NORTHERLY FIFTY FEET (50') OF LOTS 59 THROUGH 67, THE NORTHEASTERLY FIFTY FEET (50') OF LOTS 67 THROUGH 86, AND THE NORTHERLY FIFTY FEET (50') OF LOTS 87 THROUGH 91 OF BLOCK A;
- e. TWENTY-FIVE FEET (25') IN WIDTH ALONG THE SOUTHERLY TWENTY-FIVE FEET (25') OF LOTS 15, 16 AND 19 THROUGH 27 OF BLOCK G;
- f. THAT PORTION OF LOT 27, BLOCK G WHICH IS WITHIN TWENTY-FIVE FEET (25') OF THE SOUTHERNMOST BORDER OF BLOCK G;
- g. TWENTY-FIVE FEET (25') IN WIDTH ALONG THE WESTERLY TWENTY-FIVE FEET (25') OF LOT 27, BLOCK G;
- h. THAT PORTION OF LOT 28, BLOCK 5 WHICH IS WITHIN TWENTY-FIVE (25') OF THE WESTERN MOST BORDER OF BLOCK G.

(THE ABOVE DESCRIBED EASEMENTS ARE MORE SPECIFICALLY DEPICTED IN THE PLAT). SAID EASEMENTS TO BE FOR THE PURPOSE OF PRESERVATION OF EXISTING VEGETATION AND SUPPLEMENTAL PLANTINGS. THE OWNER OF EACH OF THE ABOVE DESCRIBED LOTS SHALL HAVE THE RIGHT TO CLEAR UNDERBRUSH AND MAINTAIN THE LANDSCAPE EASEMENT. HOWEVER, ANY TREE HAVING A DIAMETER OF SIX INCHES (6") OR MORE (MEASURED 4' FROM GROUND LEVEL) MAY NOT BE REMOVED WITHOUT PRIOR APPROVAL OF THE ASSOCIATION. ALL REQUESTS FOR APPROVAL OF TREE REMOVAL SHALL BE SUBMITTED TO THE ASSOCIATION ALONG WITH A PLAN SHOWING GENERALLY THE LOCATION OF SUCH TREE(S). SAID EASEMENTS ARE MORE SPECIFICALLY DEPICTED ON THE PLAT.

Section 9.2: Easement for Drainage Swale and Pipe

THE EASEMENTS DESCRIBED HEREIN ARE SPECIFICALLY DEPICTED IN THE PLAT. THE ASSOCIATION SHALL HAVE AN EASEMENT IN PERPETUITY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A DRAINAGE SWALE FIFTY FEET (50') IN WIDTH ALONG THE NORTHEASTERLY FIFTY FEET (50') OF LOTS 77 THROUGH 86 BLOCK A. THE ASSOCIATION RESERVES THE RIGHT TO CUT ANY TREES, BUSHES OR SHRUBBERY, MAKE ANY GRADINGS OF THE SOIL, OR TAKE ANY OTHER SIMILAR ACTION REASONABLY NECESSARY TO PROVIDE FOR DRAINAGE AND RETENTION AND TO MAINTAIN REASONABLE STANDARDS OF HEALTH, SAFETY AND APPEARANCE; HOWEVER, SAID RESERVATION AND RIGHT SHALL NOT BE CONSIDERED AN OBLIGATION OF THE ASSOCIATION TO PROVIDE OR MAINTAIN ANY SUCH SERVICE.

Section 9.3: Bicycle Path Easements

THE EASEMENT DESCRIBED HEREIN IS SPECIFICALLY DEPICTED ON THE PLAT.

- a. THE ASSOCIATION SHALL HAVE AN EASEMENT IN PERPETUITY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A BICYCLE PATH SEVEN AND ONE-HALF FEET (7 '1/2') IN WIDTH ALONG THE NORTHERLY SEVEN AND ONE-HALF FEET (7 'A') OF LOT 15 BLOCK G AND SEVEN AND ONE-HALF FEET (7 1/2') IN WIDTH ALONG THE SOUTHERLY SEVEN AND ONE-HALF FEET (7'/Z') OF LOT 14, BLOCK G.
- b. AS OF NOVEMBER 16, 1992, THE ASSOCIATION SHALL HAVE OWNERSHIP OF A PARCEL FIFTEEN FEET (15') IN WIDTH ALONG THE EASTERLY FIFTEEN FEET (15') OF LOT 118 OF BLOCK A, AND SHALL REFER TO THIS PARCEL AS TRACK "G". TRACT "G" IS COMMON GROUNDS OWNED BY THE ASSOCIATION.

THE ASSOCIATION RESERVES THE RIGHT TO CUT ANY TREES, BUSHES, OR SHRUBBERY, MAKE ANY GRADING OF THE SOIL OR TAKE ANY OTHER SIMILAR ACTION REASONABLY NECESSARY TO PROVIDE A

SAFE AND OPERATIVE BICYCLE PATH AND TO MAINTAIN REASONABLE STANDARDS OF HEALTH, SAFETY AND APPEARANCE. HOWEVER, SAID RESERVATION AND RIGHT SHALL NOT BE CONSIDERED AN OBLIGATION OF THE ASSOCIATION TO PROVIDE OR MAINTAIN ANY SUCH SERVICE.

Section 9.4: Access Easement

THE EASEMENT DESCRIBED HEREIN IS SPECIFICALLY DEPICTED ON THE PLAT. THE ASSOCIATION SHALL HAVE AN EASEMENT IN PERPETUITY FOR THE PURPOSE OF ACCESS TO AND MAINTENANCE OF ITS OTHER EASEMENTS FIFTEEN FEET (15') IN WIDTH ALONG THE EASTERLY FIFTEEN FEET (15') OF LOT 15, BLOCK G.

Section 9.5: Establishment of Easements

ALL EASEMENTS, AS PROVIDED FOR IN THIS ARTICLE SHALL BE ESTABLISHED BY ONE OR MORE OF THE FOLLOWING METHODS, TO WIT:

- a. BY A SPECIFIC DESIGNATION OF AN EASEMENT ON THE RECORDED PLAT OF WICKHAM FOREST;
- b. BY A RESERVATION OR SPECIFIC STATEMENT PROVIDING FOR AN EASEMENT IN THE DEED OF CONVEYANCE OF A GIVEN LOT OR DWELLING UNIT;
- c. BY THIS DECLARATION OF COVENANTS AND RESTRICTIONS OR BY A SEPARATE INSTRUMENT, SAID INSTRUMENT TO BE SUBSEQUENTLY RECORDED BY THE ASSOCIATION;
OR
- d. BY VIRTUE OF THE RESERVATION OF RIGHTS SET FORTH IN SECTION 2 OF THIS ARTICLE.

Section 9.6: Easement Restrictions

EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS DESIGNATED IN. SECTION 2 OF THIS ARTICLE. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH WOULD DAMAGE OR INTERFERE WITH THE INSTALLATION OR MAINTENANCE OF THE UTILITIES OR WHICH MAY CHANGE THE DIRECTION OF FLOW OR DRAINAGE CHANNELS IN THE EASEMENTS.

Section 9.7: Construction of Easement Provisions

ANY AND ALL PARTS OF THIS DECLARATION RELATING TO THE RESERVATION AND MAINTENANCE OF EASEMENTS ARE TO BE READ AND CONSTRUED AS BEING CONSISTENT WITH EACH AND EVERY OTHER PARTY RELATING TO EASEMENTS.

Section 9.8: Maintenance Easement

THE PLAT OF WICKHAM FOREST SUBDIVISION, PHASE FOUR, IMPOSES A TWENTY-FIVE FOOT (25') MAINTENANCE EASEMENT UPON LOTS 15 THROUGH 28, BLOCK G, AND FIFTEEN FOOT (15') ACCESS EASEMENT UPON LOT 15, ALL AS DEPICTED ON THE PLAT. SAID LOTS ARE HEREBY FURTHER RESTRICTED SUCH THAT NO STRUCTURES OF ANY TYPE OR NATURE INCLUDING, WITHOUT THEREBY LIMITING, BUILDINGS, FENCING, AND THE LIKE, SHALL BE CONSTRUCTED WITHIN THE TWENTY-FIVE FOOT (25') MAINTENANCE EASEMENT OR THE FIFTEEN FOOT (15') ACCESS EASEMENT; IT BEING THE INTENT THAT SAID ACCESS AND MAINTENANCE EASEMENTS SHALL, AT ALL TIMES, REMAIN CLEAR TO FACILITATE ACCESS AND MAINTENANCE OF THE ADJOINING CANAL BY THE CITY OF MELBOURNE, FLORIDA.

ARTICLE X: GENERAL PROVISIONS

Section 10.1: Duration and Amendment

THESE COVENANTS SHALL RUN WITH AND BIND THE LAND SUBMITTED OR SUBJECTED HERETO AND SHALL BE AND REMAIN IN EFFECT FOR A PERIOD OF TWENTY (20) YEARS AFTER WHICH TIME THEY WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF TEN (10) YEARS, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION, THE OWNERS AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, UNLESS MODIFIED OR TERMINATED BY A DULY RECORDED WRITTEN INSTRUMENT EXECUTED IN CONFORMANCE WITH THE REQUIREMENTS AS DESCRIBED BELOW. THESE COVENANTS MAY BE MODIFIED OR TERMINATED ONLY UPON AN AFFIRMATIVE VOTE OF FIFTY-ONE PERCENT (51%) OF THE LOT OWNERS PRESENT OR VOTING BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE AT WHICH A QUORUM IS PRESENT, PROVIDED HOWEVER, NO SUCH AMENDMENT SHALL AFFECT THE RIGHT OR LIEN OF ANY INSTITUTIONAL MORTGAGEE WITHOUT SUCH MORTGAGEE'S EXPRESS CONSENT. THE COMMON PROPERTY SHALL NOT BE MORTGAGED OR CONVEYED WITHOUT THE CONSENT OF AT LEAST FIFTY-ONE PERCENT (51%) OF THE LOT OWNERS PRESENT OR VOTING BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE AT WHICH A QUORUM IS PRESENT.

ANY AMENDMENT TO THESE COVENANTS WHICH ALTERS THE STORMWATER MANAGEMENT SYSTEM, OTHER THAN FOR MATTERS RELATING TO MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM AS ORIGINALLY DESIGNED AND INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON PROPERTY, SHALL NOT BE EFFECTIVE WITHOUT THE PRIOR WRITTEN APPROVAL OF St. Johns River Water Management District.

Section 10.2: Notices

ANY NOTICE REQUIRED TO BE SENT TO ANY PERSON PURSUANT TO ANY PROVISIONS OF THESE COVENANTS WILL BE EFFECTIVE IF SUCH NOTICE HAS BEEN DEPOSITED IN THE UNITED STATES MAIL, POSTAGE PREPAID, ADDRESSED TO THE PERSON FOR WHOM IT IS INTENDED AT HIS LAST KNOWN PLACE OF RESIDENCE OR TO SUCH OTHER ADDRESS AS MAY BE FURNISHED TO THE SECRETARY OF THE ASSOCIATION. THE EFFECTIVE DATE OF THE NOTICE SHALL BE THE DATE OF MAILING.

Section 10.3: Severability

WHENEVER POSSIBLE, EACH PROVISION OF THESE COVENANTS SHALL BE INTERPRETED IN A MANNER THAT IS EFFECTIVE AND VALID. IF ANY PROVISION OF THESE COVENANTS IS PROHIBITED OR HELD INVALID, THE PROHIBITION OR INVALIDITY SHALL NOT EFFECT ANY OTHER PROVISION WHICH CAN BE GIVEN EFFECT. TO THIS END, THE PROVISIONS OF THESE COVENANTS ARE DECLARED TO BE SEVERABLE.

Section 10.4: Disputes and Construction of Terms

IN THE EVENT OF ANY DISPUTE ARISING UNDER THESE COVENANTS, OR IN THE EVENT OF ANY PROVISION OF THESE COVENANTS REQUIRING CONSTRUCTION, THE ISSUE SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OF THE SUBDIVISION. ASSOCIATION. THE BOARD OF DIRECTORS SHALL GIVE ALL PERSONS HAVING AN INTEREST IN THE ISSUE AN OPPORTUNITY TO BE HEARD AFTER REASONABLE NOTICE. THE BOARD SHALL, WHEN APPROPRIATE, RENDER ITS DECISION IN WRITING, MAILING COPIES THEREOF TO ALL PARTIES WHO HAVE NOTED THEIR INTEREST.

ARTICLE XI: MISCELLANEOUS

Section 11:1: Leases

IN ORDER TO OBTAIN THE ASSOCIATION'S APPROVAL OF A LEASE APPLICATION THE PROPERTY OWNER MUST PROVIDE THE ASSOCIATION A COPY OF THE COMPLETED LEASE APPLICATION, A COPY OF THE SUBJECT LEASE, AND THE WRITTEN RESULTS OF A NATIONWIDE CRIMINAL BACKGROUND SEARCH. THE ASSOCIATION SHALL ISSUE A WRITTEN APPROVAL OR DENIAL OF THE LEASE APPLICATION WITHIN SEVEN (7) DAYS OF RECEIPT OF THE ABOVE-DELINEATED DOCUMENTS.

THE PROPERTY OWNER AND THE PROSPECTIVE LESSEE AGREE THAT THE ASSOCIATION IS AUTHORIZED TO REVIEW THE RESULTS OF THE ABOVE-REFERENCED CRIMINAL BACKGROUND SEARCH. THE PROPERTY OWNER AND THE PROSPECTIVE LESSEE FURTHER AGREE THAT THE ASSOCIATION MAY DENY THE LEASE APPLICATION IF THE PROSPECTIVE LESSEE'S CRIMINAL BACKGROUND CHECK REVEALS THAT SAID PROSPECTIVE LESSEE WAS CONVICTED OF A FELONY, OR ANY CRIME INVOLVING THEFT, VIOLENCE, OR PROPERTY DAMAGE, WITHIN THE FIVE (5) YEARS IMMEDIATELY PRECEDING THE SUBJECT PROSPECTIVE LESSEE'S LEASE APPLICATION.

A PROPERTY OWNER WHO RENTS HIS/HER PROPERTY IS RESPONSIBLE FOR PROVIDING THE HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS WITH THE NAME OF THE LESSEES, THE RENTAL AGENCY, IF APPLICABLE, AND THE FORWARDING ADDRESS AND PHONE NUMBER OF THE PROPERTY OWNER. THE PROPERTY OWNER SHALL PROVIDE A COPY OF THE DECLARATION OF COVENANTS (INCLUDING AMENDMENTS TO THE DECLARATION OF COVENANTS), THE CONSTITUTION, AND THE BY-LAWS TO THE LESSEE AND THE LESSEE MUST BE INFORMED THAT HE/SHE IS OBLIGATED TO COMPLY WITH THE TERMS OF THE FOREGOING, AS A CONDITION OF THE LEASE.

EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS

** ARCHITECTURAL GUIDELINES **

FENCES

1. ANY ARCHITECTURAL BLIND WITH ANY ONE SIDE GREATER THAN 16 FEET IN LENGTH CONSTITUTES A FENCE.
2. SHALL BE OF PRESSURE TREATED PINE, CYPRESS, OR CEDAR WOOD MATERIAL, OR SIMULATED MAN-MADE MATERIAL SUCH AS PVC.
3. FENCE TYPE SHALL BE PICKET, BOARD ON BOARD, SHADOW BOX OR STOCKADE AND SHALL BE 6 FEET IN HEIGHT MAXIMUM.
4. FENCES MAY BE LEFT NATURAL OR BE FINISHED WITH A WOOD-TONE STAIN.
5. FENCES INSTALLED ON LOTS THAT BORDER A RETENTION AREA SHALL NOT EXCEED 42 INCHES IN HEIGHT WHEN LOCATED WITHIN 20 FEET OR LESS OF THE REAR PROPERTY LINE NOR SHALL THEY BE PLACED ON THE MAINTENANCE EASEMENT OR OTHERWISE BE INSTALLED TO RESTRICT PASSAGE AROUND RETENTION AREA PERIMETER.
6. THE TRANSITION BETWEEN DIFFERING FENCE HEIGHT SEGMENTS SHALL BE GRADUAL IN PROPORTION TO THE CHANGE IN HEIGHT.
7. FENCES SHALL NOT BE INSTALLED IN FRONT OF THE FRONT FACE OF THE HOUSE STRUCTURE.

ARCHITECTURAL SCREEN

1. ANY MATERIAL - FREE STANDING OR ATTACHED TO THE HOUSE STRUCTURE EMPLOYED AS AN ARCHITECTURAL BLIND WITH A LENGTH OF 16 FEET OR LESS ON ANY SIDE CONSTITUTES AN ARCHITECTURAL SCREEN.
2. ARCHITECTURAL SCREENS SHALL NOT BE PERMITTED TO HAVE A ROOF OF ANY KIND.
3. FINISH MATERIALS MAY BE CEDAR, CYPRESS, PRESSURE TREATED PINE, STUCCO, PVC, BRICK OR STONE.
4. WOOD MATERIALS MAY BE LEFT NATURAL OR FINISHED WITH A WOOD TONE STAIN. MASONRY MATERIALS SHALL BE PAINTED TO MATCH THE COLORS OF THE HOUSE.

SOLAR HEATING PANELS

1. ALL PLUMBING SERVING SOLAR HEATING PANEL SYSTEMS SHALL BE THE SAME COLOR AS THE SOLAR PANELS.
2. WHEREVER POSSIBLE SOLAR PANELS SHALL BE INSTALLED FLUSH WITH THE ROOF SURFACE.

POOLS

1. ALL POOLS SHALL BE IN-GROUND AND SHALL BE ENCLOSED BY FENCE OR SCREEN.

SCREENED ENCLOSURES

1. ALL SCREEN ENCLOSURES MUST BE APPROVED BY THE ARC. THE SCREEN FRAMEWORK COLOR MUST COMPLEMENT THE TRIM OF THE HOUSE AND ALSO BE APPROVED BY THE ARC. PORCHES THAT SPAN THE FRONT OF A HOUSE MAY NOT BE SCREEN ENCLOSED.
2. SCREEN DOORS INSTALLED ON ENTRY-WAY DOORS SHALL COMPLEMENT THE TRIM COLOR OF THE HOUSE AND BE APPROVED BY THE ARC.
3. EXTERNALLY MOUNTED GARAGE DOOR SCREENS SHALL BE PERMITTED.
4. SCREEN ENCLOSURES SHALL BE BRONZE, BROWN OR WHITE IF OF ALUMINUM CONSTRUCTION; OR PAINTED TO MATCH THE COLOR OF THE HOME IF OF WOOD OR STUCCO MATERIAL.

GENERAL COLOR GUIDELINES

- 1. COLOR SELECTION SHALL BE CONSERVATIVE AND IN HARMONY WITH THE NEIGHBORHOOD.
- 2. COLOR SCHEMES OF ADJACENT HOUSES SHALL BE CONSIDERED WHEN EVALUATING COLOR SELECTION.
- 3. MAIN AND TRIM COLOR SELECTION WILL BE EVALUATED FOR COMPATIBILITY.
- 4. ROOF COLOR WILL BE CONSIDERED WHEN EVALUATING A COLOR SELECTION.
- 5. COLOR SELECTIONS SHALL COMPLY WITH THE "APPROVED COLOR GUIDELINES BOOK" KEPT BY THE ARC.
- 6. ALL OWNERS PAINTING THE EXTERIOR OF THEIR HOMES MUST SUBMIT AN APPLICATION TO THE ARC EVEN IF REPAINTING THE CURRENT COLOR.

HURRICANE SHUTTERS (of the following types are allowed)

- 1. ACCORDION, ROLL TYPE, STORM PANELS, AND BAHAMA PANELS SHALL BE ALLOWED.
- 2. HURRICANE STORM PANELS (SHUTTERS) SHALL BE A REMOVABLE TYPE AND CAN BE USED ONLY DURING AN OFFICIALLY DECLARED "HURRICANE WATCH, HURRICANE WARNING, OR HURRICANE..." SHUTTERS OR STORM PANELS MUST BE REMOVED WITHIN 5 DAYS OF THE HURRICANE WATCH, HURRICANE WARNING, OR EVACUATION NOTICE BEING RESCINDED, PROVIDED NO OTHER NAMED STORM SYSTEMS ARE THREATENING THE EAST COAST OF FLORIDA WITHIN 7 DAYS.
- 3. BAHAMA, ACCORDION, AND ROLL DOWN SHUTTERS SHALL BE ALLOWED, BUT CAN ONLY BE IN THE CLOSED POSITION DURING AN OFFICIALLY DECLARED HURRICANE WATCH, WARNING OR HURRICANE. THEY MUST BE RETURNED TO THE OPENED POSITION WITHIN 5 DAYS OF THE HURRICANE WATCH, HURRICANE WARNING, OR EVACUATION NOTICE BEING RESCINDED, PROVIDED NO OTHER NAMED STORM SYSTEMS ARE THREATENING THE EAST COAST OF FLORIDA WITHIN 7 DAYS.
- 4. PLYWOOD. PANELS MAY BE INSTALLED, BUT MUST FOLLOW THE SAME INSTALLATION AND REMOVAL RESTRICTIONS THAT APPLY TO METAL HURRICANE PANELS.
- 5. SHUTTERS CANNOT BE USED FOR SECURITY PURPOSES AT ANY TIME OTHER THAN DURING AN OFFICIALLY DECLARED "HURRICANE WATCH OR WARNING."

AUXILIARY BUILDINGS

- 1. AN ENCLOSED STRUCTURE WITH A ROOF IS AN AUXILIARY BUILDING. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO: DOG HOUSES, STORAGE SHEDS, GAZEBOs, POOL CABANAS, EQUIPMENT ENCLOSURES, PUMP ENCLOSURES, GARBAGE CAN ENCLOSURES, ETC.
- 2. FINISHED MATERIAL SHALL BE WOOD, STUCCO, BRICK OR STONE, POLYVINYL OR RUSTPROOF METAL MADE TO LOOK LIKE SAID FINISH MATERIAL. ROOF MATERIAL SHALL BE SHINGLE, METAL OR TILE.
- 3. STRUCTURE ANCHORING MEANS SHALL NOT BE EXTERNALLY VISIBLE.
- 4. SIZE OF STRUCTURE SHALL NOT EXCEED 1.22% OF TOTAL SQUARE FEET OF PROPERTY OR 8 FEET ABOVE GRADE (SEE EXAMPLE A).
- 5. EXAMPLE A: LOT SQ. FT. 8,250 x 1.22% = 100 SQ. FT. MAXIMUM SIZE SHED ALLOWED
- 6. STORAGE SHEDS SHALL ONLY BE PERMITTED IN FENCED YARDS.
- 7. ANY STRUCTURE HIGHER THAN 6 FEET ABOVE GRADE SHALL BE LOCATED BEHIND THE HOUSE WITHIN THE AREA BOUNDED BY THE LEFT AND RIGHT EXTREMITIES OF THE HOUSE STRUCTURE.
- 8. MUST COMPLY WITH MELBOURNE BUILDING CODES AND SETBACKS.
- 9. GREENHOUSES ARE NOT PERMITTED.

VERSION HISTORY:

Update	Description	Date
1	Amended and Restated Declaration of Covenants and Restrictions for Wickham Forest Subdivision Recorded: Book 4522, Page 336	02/04/2002
2	First Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Wickham Forest Subdivision Recorded: Book 4522, Page 336 Recorded: Book 4522, Page 357	02/04/2022
3	Second Amendment to the First Amended and Restated Declaration of Covenants and Restrictions for Wickham Forest Subdivision Recorded: Book 6150, Page 835	04/16/2010
4	Third Amendment to the First Amended and Restated Declaration of Covenants and Restrictions for Wickham Forest Subdivision Recorded: Book 7122, Page 1660	03/28/2014
5	Third Amendment to the Declaration of Covenants and Restrictions for Wickham Forest Subdivision Recorded: Book 8146, Page 1316	04/07/2016
6	Certificate of Amendment to Amended and Restated Declaration of Covenants and Restrictions for Wickham Forest Subdivision Recorded: Book 10366, Page 2708	05/21/2025