

12. Declaration of Covenants, Restrictions and Easements - Brokerage

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## DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Covenants") is made this 3rd day of November, 2006, by The Oaks at Oakland Park, LLC, a Florida limited liability company, its successors and assigns ("Declarant"), and is joined in by The Oaks at Oakland Forest Homeowners Association, Inc., a Florida corporation not for profit ("Association")

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant is developing a community to be known as "The Oaks at Oakland Forest" ("Community") on the Property; and

WHEREAS, Declarant desires to grant to Brenner Real Estate Group, a licensed real estate broker ("Broker"), certain rights and easements with respect to the Property and the Community; and

WHEREAS, the Association is the entity which shall be responsible to administer the Community once it has been declared by the recording of the Declaration of Covenants, Restrictions and Easements thereof ("Declaration") in the Public Records of Broward County, Florida ("Public Records"); and

WHEREAS, the Association is joining in these Covenants in order to acknowledge its obligations to Broker hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations and burdens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

### ARTICLE I DEFINITIONS

The terms used in these Covenants shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "Home" shall mean a residential dwelling unit constructed within The Oaks at Oakland Forest, which is designed and intended for use and occupancy as a single-family residence.

Section 2. "Legal Fees" shall mean reasonable fees for attorney and paralegal services incurred in connection with negotiation and preparation for litigation, whether or not an

action is actually begun, through and including all trial and appellate levels and postjudgment proceedings, and shall also include court costs through and including all trial and appellate levels and postjudgment proceedings.

## ARTICLE II BROKER'S RIGHTS

Declarant hereby grants to Broker and its successors and assigns the following rights with respect to the Property, and the Property shall be held, used, and enjoyed subject to such limitations and restrictions:

Section 1. Broker shall have the exclusive right to list for sale every Home in the Community commencing on the date these Covenants are recorded in the Public Records and terminating on the earlier of: (i) five (5) years from the date of recording these Covenants ("Term") or (ii) on the date the deed to the last Home from Declarant is recorded in the Public Records. Every owner of a Home ("Owner"), by acceptance of title to a Home by deed or other instrument of conveyance from Declarant, thereby acknowledges this obligation imposed upon his/her Home.

Section 2. Broker shall have a non-exclusive easement over, through and across the Community for the purpose of conducting sales, re-sales and related marketing activities for Homes in the Community. Such easement shall include the right to use all guest parking spaces, on a non-exclusive basis. Such easement shall also be for the use of Broker's employees, customers, agents, invitees, successors and assigns.

Section 4. Broker shall have an easement to place signs on the Association Property within the Community advertising its business, provided, however, the design, size and placement of any such signs shall be subject to the approval of the Association, which approval shall not be unreasonably withheld. Once granted by the Association, such approval may not be withdrawn. Failure of the Association to object to any signage placed by Broker within fifteen (15) days of the existence of such signage shall be deemed approval.

Section 5. Broker shall the right to assign any and all of the rights and privileges granted to Broker under these Covenants, in whole or in part.

## ARTICLE III SALES COMMISSIONS

Section 1. Broker shall be entitled to a sales commission of five and one-half percent (5.5%) of the total purchase price for each Home which it lists and sells during the Term.

Section 2. Broker shall be entitled to a sales commission of two and three-quarters percent (2.75%) of the total purchase price for each Home which is listed and/or sold by another broker during the Term.

