

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ON REAL ESTATE OF WOODBRIDGE COMMUNITY ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DECLARANT, is the owner of land in the County of Brevard, State of Florida, more particularly described as follows:

SEE EXHIBIT "A" also known as WOODBRIDGE TOWNHOUSES and

WHEREAS, DECLARANT desires that all of the above described real property be subject to like restriction for the mutual benefit and protection of itself and all persons, both real and corporate, who hereafter may purchase and acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof,

NOW THEREFORE, DECLARANT does hereby declare said real property to be subject to the following restrictions, reservations, conditions, easements, charges and liens binding upon the said Declarant and upon each and every person, both real and corporate, who or which shall acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns. Said restrictions, reservations, and conditions are as follows:

I. Definitions:

- a. "Declarant" shall mean and refer to the record owner or owners of real property subject to these restrictions at the date of declaration, its successors and assigns.
- b. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title of any parcel or lot in WOODBRIDGE TOWNHOUSES.
- c. "Parcel" shall mean and refer to any building site of which are 18 in WOODBRIDGE TOWNHOUSES.
- d. "Lot" shall mean and refer to a portion of land used for multi-family residential purpose of which there are shown 72 on the plat of WOODBRIDGE TOWNHOUSES, Plat Book 32 at Page 16, public records of Brevard County, Florida.
- e. "Association" shall mean and refer to the WOODBRIDGE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, or successor.
- f. "Board" shall mean and refer to the governing board of the WOODBRIDGE COMMUNITY ASSOCIATION, INC.
- g. "Common Area" shall mean all property owned by the Association and/or the Lot Owners for the common use and enjoyment of all the Lot Owners, including the private

road named Joe Murell Drive, the sewer collection system, the force main to State Road 405 and the Lift Station.

h. "Declaration" shall mean and refer to this Amended and Restated Declaration of Restrictions on Real Estate.

i. "Building Site" shall mean and refer to a combination of lots not to exceed 12 upon which a single multi-family dwelling is to be constructed.

II. Land Use and Building Type. No building shall be erected, altered, placed or permitted to remain on the above described land other than residential units, including multi-family units. Each Parcel is hereby restricted to residential use by the owner or owners thereof, their immediate families, tenants, guests and invitees.

III. Homeowners Association. There shall be established a Homeowners Association, hereinafter referred to as the "Association", composed of record owners of each Lot. The name of the Association shall be WOODBRIDGE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation. The Association shall administer the operation and maintenance of the private road known as Joe Murell Drive, the sewer collection system, including the force main and lift station, of the development and collect from the Owners and pay all common expenses for maintenance of the system. Further, the Association shall be responsible for the enforcement of these restrictions and the providing of certain common services for the lot owners as the Bylaws of the Association may from time to time provide.

IV. Common Property. The private road known as Joe Murell Drive shall be owned by the Association subject to non-exclusive easements to all Lot Owners and their invitees for ingress and egress to the property. In addition, the sewer collection system, force main leading to State Road 405, and the sewage lift station, all of which are within the public easements as shown on the plat, are all privately owned by Declarant and Christian Life Manor, Inc., the developer of an adjoining tract. The rights of these parties is and will be governed by an agreement for joint construction of water and sewer facilities entered into by the parties February 19, 1985, and the Association shall also be bound by said agreement. Upon completion by Declarant of the improvements on the land, and upon sale by Declarant of 50% of the developed lots, Declarant shall convey and turn over to the Association its interest in said privately owned facilities, and the Association, in conjunction with Christian Life Manor, Inc., shall continue to operate and maintain said sewer collection system including the force main and lift station.

V. Membership and Voting Rights. Declarant and all persons hereafter owning a vested present interest in the fee title to any one of the Parcels in the development and which interest is evidenced by recordation of a proper instrument in the public records of Brevard County, Florida, shall automatically be members of the Association and their membership shall automatically terminate when they no longer own such interest.

There shall be one vote per Lot in the development. The Owner of each Lot shall be entitled to cast one vote. Where the Lot is owned by more than one person, all the Owners thereof shall be collectively entitled to the vote assigned to such Lot, and such owners shall, in

writing, designate an individual who shall be entitled to cast the vote on behalf of the Owners of such Lot of which he or she is part until such authorization shall have been changed in writing. The term "Owner" as used herein shall be deemed to include all Owners.

VI. Responsibilities of the Homeowners' Association. The Association shall have the responsibilities and power to make and establish reasonable rules and regulations governing the maintenance and use of the Common Properties in the above described property. The Association shall have the power to levy and collect assessments against the Owners of the Parcels for the purpose of maintaining or repairing the Common Properties; maintaining a particular lot or parcel in the event that the Owner should fail to maintain his or her property; and for the payment of common services for the parcel owners as the Bylaws of the Association may from time to time provide.

VII. Responsibility of Lot Owners. Each Lot Owner shall bear the cost and be responsible for the maintenance, repair and replacement of any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to the unit and which may now or hereafter be affixed or contained within the Lot. Such Owner shall further be responsible for the maintenance, repair and replacement of all walls, roofs, and exterior surfaces of his or her unit and all other buildings or structures located on his or her property, including his or her unit. The Association shall be responsible for the mowing and edging of each individual Lot on a regular basis, in order to maintain a clear and orderly appearance for the entire subdivision, provided however, each Lot Owner shall be responsible for the maintenance of the grounds of his lot, including shrubbery, trees and plants located on the Lot unless the Bylaws or Rules and Regulations of the Association provide for a common yard maintenance service.

VIII. Common Expenses for Association and Enforcement of Non-Paid Expenses. Each Lot Owner shall contribute his or her pro-rata share of the expenses of the maintenance of the common property to the Association. If all sums due from the Lot Owner are not paid by said owner within ten (10) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of the Association, its successors and/or assigns.

IX. General Restrictive Covenants. All Lots situated within the Property shall be restricted by the following provisions:

a. **Design Control.** No grading, clearing, or extensive interference with natural landscape shall be commenced, nor any building, fence, wall, enclosure, or any other construction begun or altered until complete plans and specifications showing the design, type of materials, extent and location of the project have been submitted to the Association and approved in writing as to environmental compatibility, harmony of design, and location in relation to surrounding structures and topography.

b. **Fences.** No fence or party wall shall be constructed, erected or maintained on or around any portion of a Lot without the express written consent of the Association, except that fences around courtyards, other than metal fencing shall be permitted. The

Owners of the unit having fences shall at all times maintain said fences in a good state of repair.

c. **Signs.** No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than three (3) square feet advertising the property for sale or rent, or sign of like size used by a builder to advertise the property during construction and sales period.

d. **Maintenance of Vacant Lots and Dwellings.** All Lots shall be maintained in good appearance and free from over-grown weeds and from rubbish. In the event any Lot is not so maintained, the Association, its successors and/or assigns, shall have the right to enter upon said Lot for the purpose of cutting and removing overgrown weeds and rubbish and the expense thereof shall be charged to and paid by the Owner of such Lot. If not paid by said Owner within ten (10) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of the Association, its successors and/or assigns.

e. **Building Sites.** Parcels as defined herein may be combined to create a single Building Site. The number of residential units in a single building shall not exceed 12, otherwise said number may be equal to the number of lots contained in said Building Site.

f. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.

g. **Satellite Dishes and Antennae.** No Lot Owner shall install or permit any antenna or satellite or communications dish or receiver larger than thirty-six (36) inches in diameter upon any Lot or a building on a Lot without the Association's express written consent. Any satellite or communication dish or receiver that is installed shall be installed so that such dish or receiver is not visible from any street.

h. **Leasing.**

- i. An owner may rent his unit to a third party without the express approval of the Association if the Unit is rented in accordance with the following terms and conditions.
 1. The use of the Unit is restricted to the residential use of the tenants, their immediate families, guests and invitees; and
 2. The Unit as rented has already been furnished with draperies, blinds or other reasonable acceptable coverings on all windows and sliding glass doors.
- ii. If an owner intends to rents a unit subject to terms and conditions that are not in accordance with the provisions herein, then the express written approval of the Association will be required.

i. **Utilities.** Electric, telephone and cable TV utility services from building to the main trunk line shall be installed at the expense of the Parcel Owner. Included in the foregoing is all exterior wiring and any other utility service to the Parcel.

j. **Vehicles.** Except when units are under construction, only automobiles, motorcycles and pickup trucks under 3/4 ton shall be kept on the Lot and these shall be parked only in designated paved parking areas on the individual parcels.

k. **Driveways.** There shall be no more than one driveway per parcel and the clearing for that driveway shall be no more than twenty (20) feet in width.

l. **Livestock and Poultry.** No livestock, horses, poultry, or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

m. **Clothesline.** There shall be no clotheslines placed in the common areas, and no fence shall be used as a clothesline. Clotheslines are permitted behind fenced areas that are not visible to other Lots in Woodbridge.

n. **Easements.** Each Lot Owner shall have a non-exclusive easement over the private road known as Joe Murell Drive, a 66' road shown on the plat, for ingress and egress to and from the subdivision. Each individual Lot Owner shall also have a non-exclusive easement over and along the front 50' of each group of individual lots on which their building is to be located, for the purpose of ingress, egress and parking. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as hereafter granted by said Owners. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which are or might be prohibited by the public authority for whom said easement is given. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Water retention systems shall be provided and maintained by Lot Owners according to the Woodbridge Townhouses paving and drainage plan.

X. **Certain Mortgages Protected.** Any and all liens for which provided herein shall be junior, inferior and subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the aforesaid notice of lien. Anything set forth herein to the contrary as to such lien for an assessment shall be junior, inferior and subordinate to any recorded institutional mortgage or purchase money mortgage regardless of when said mortgage was recorded and regardless of when said assessment was due or the notice thereof recorded, but not to any other mortgage recorded after the aforesaid notice of lien. For the purposes of this Amended and Restate Declaration, an "Institutional Mortgage" shall be defined as a mortgage originally executed and delivered to a mortgage company, bank, savings and loan association, insurance company or real estate investment trust.

Upon the recording of the Certificate of Title issued by an appropriate court of equity jurisdiction pursuant to the foreclosure of an Institutional Mortgage or upon the recording of a deed in lieu of foreclosure, any lien for Assessments due and payable prior to such recordation shall be deemed extinguished, void and of no further force and effect, but the unpaid Assessment shall be deemed to be a common expenses collectible from all the unit owners and the foreclosing mortgagee, its successor or assigns. Any lien for Assessments arising with respect to Assessments due and payable after the recording of such Certificate of Title or deed shall be effective as to the Grantee of such Certificate of Title or any subsequent successor in title. Such extinguishment shall not extinguish or limit the personal obligation of the owner for such Assessment.

XI. Assessments. An annual assessment of Thirty Dollars (\$30.00) per lot shall be due and payable on January 1st of each year. Each owner shall be responsible for the payment to the Association for assessments for common expenses for each lot owned by the owner, which amount shall be assessed to the owner quarterly.

Any assessment not paid within ten (10) days from the date of the Association declares it to be due shall bear interest form the due date to the date of payment at the maximum legal rate of interest. Furthermore, a \$10.00 surcharge per Lot per year shall be made to cover the additional administration expense of collection.

The interest and penalties provided for in this paragraph shall be in addition to the cost, including attorney's fees, as provided herein.

XII. Term. These covenants are to run with the land, and except as they may or might be amended in accordance with Paragraph XIII, shall be binding on all parties and all persons claiming under them for a period of thirty (30) years form the date this Amended and Restated Declaration of Restrictions on Real Estate of Woodbridge Townhomes is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the then Owners of two-third the lots it is agreed to change said covenants and restrictions in whole or in part.

XIII. Amendment. The Association upon at least two-thirds vote of the Lots may change these covenants in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Brevard County, Florida. Any amendment to this Amended and Restated Declaration of Restrictions shall require the approval of the City Council of the City of Titusville before becoming effective and prior to recording.

XIV. Enforcement. If the Owner or Owners of property in Woodbridge or any other person or persons, any of them, or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated in Woodbridge, individually or through the Association to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them by injunction from so doing or continuing to do such acts and/or to

recover damages or other dues for such violation. It is expressly understood and agreed that all costs, including reasonable attorney's fees, including appellate, for the enforcement of this Amended and Restated Declaration of Restrictions shall be awarded to the prevailing party in such proceedings.

XV. Severability. Invalidation of any one of these covenants or restrictions or any part thereof by judgement or court order shall in no way effect any of the provisions of this Amended and Restated Declaration of Restrictions, which shall remain in full force and effect.

XVI. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the Brevard County Public Records.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 17 day of March, 2018.

Witnesses:

[Signature]
Print Name: Margaret Hannah
[Signature]
Print Name: Judith Lynn Bayard

Woodbridge Community Association, Inc.
By: [Signature]
[Signature], President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 17 day of March, 2018, by Hilary Page, as President of the Woodbridge Community Association, Inc., a Florida corporation, who is personally known to me or presented a Florida Driver's License as identification.



Tammie Petruzzello
Notary Public
State of Florida
My Commission Expires 8/30/19
Commission No. FF 914032

[Signature]
Printed Name: Tammie Petruzzello
Notary Public, State of Florida at Large
Commission No.: FF 914032
My Commission Expires: 8/30/2019

EXHIBIT A

Commencing at the Point of Intersection of the South Line of said Section 8, and the East right-of-way line of State Road 405, run thence N 0°57'12" W along said right-of-way line, a distance of 1397.93 feet to the Point of Beginning of the lands herein described then continue N 0°57'12" W along said right-of-way line, a distance of 329.20 feet; thence N 89°02'48" E, a distance of 794.06 feet; thence S 0°57'12" E, a distance of 329.20 feet; thence S 89°02'48" W, a distance of 794.06 feet to the Point of Beginning.

Containing 6.00 acres, more or less.