

Prepared by: Richard Miller  
509 South Palm Avenue  
Titusville, FL

RECORDED  
BREVARD COUNTY, FLORIDA

RETURN TO: City Clerk's Office  
City of Titusville  
P. O. Box 2806  
Titusville, FL 32781

WOODBIDGE TOWNHOUSES

DECLARATION OF RESTRICTIONS ON REAL ESTATE

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 or 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 successor 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 purposes 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, an unincorporated association, or its corporate successor if the association is later incorporated.

f. "BOARD" shall mean and refer to the governing board of the WOODBRIDGE COMMUNITY ASSOCIATION.

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, specifically including the sewer collection system for the project, the force main to SR 405 and the lift station.

h. "DECLARATION" shall mean and refer to this 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.

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SER. CHG. \$ \_\_\_\_\_ STAMP TAXES SIGNED  
REFUND \$ \_\_\_\_\_  
Clerk Circuit Court, Brevard Co., Florida *[Signature]*

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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 "Association", composed of record owners of each Lot. The name of the Association shall be WOODBRIDGE COMMUNITY ASSOCIATION, and unincorporated association, or a successor non-profit corporation which may be later formed by the Association. The Association shall administer the operation and maintenance of 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. There are no common areas of real property in the development which will be owned by the Association. However, 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 is a 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 responsibility 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 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 unit and all other buildings or structures located on his property, including his unit. Such lot owner shall further be responsible for the maintenance of the grounds of his lot, including the lawn, 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 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 said Association, its successors and/or assigns.

IV. 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 or design, and location in relation to surrounding structures and topography.

X. 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 courtyard, 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. This provision shall not apply to the Declarant or a building during the construction phase of the project to be constructed on the subject property.

XI. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one 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. This provision shall not apply to Declarant, its successors or assigns.

XII. MAINTENANCE OF VACANT LOTS AND DWELLINGS: Once a lot has been sold by Declarant, the same shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any lot is not so maintained, the Declarant, or the Association, their successors and/or assigns shall have the right to enter upon said lot for 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 Declarant or the Association, their successors and/or assigns.

XIII. 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.

XIV. 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. There shall be no solicitations of any kind except by lawful permit obtained from the applicable governmental body.

XV. TEMPORARY STRUCTURES: Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building.

XVI. 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.

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XVII. 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.

XVIII. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as hereafter granted by the 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 may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to 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 swales shall be provided and maintained by lot owners according to the WOODBRIDGE TOWNHOUSES paving and drainage plan.

XIX. TERM: These covenants are to run with the land, and except as they may or might be amended in accordance with paragraph XX, shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date hereof and these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of the then owners of two thirds (2/3) of the lots it is agreed to change said covenants and restrictions in whole or in part.

XX. AMENDMENT: So long as Declarant owns 10% or more of the lots or so long as the entity to whom Declarant specifically assigns the rights under this paragraph XX, or its subsequent assignees of this specific right, owns 20% or more lots, Declarant or its just mentioned specific assignee, may change any provisions of this Declaration in whole or in part by executing a written instrument making said changes and have the same duly recorded in the Public Records of Brevard County, Florida, so long as said amendment does not materially alter the right of the other Lot Owners. At any time after Owner, or its just mentioned specific assignee, no longer owns at least 20% of the lots or Declarant desires to amend this Declaration to materially affect the right of other lot owners, the Association upon at least 2/3 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 Declaration of Restrictions shall require the approval of the City Council of the City of Titusville before becoming effective and prior to recording.

XXI. 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,

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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 WOODBRIDGE COMMUNITY ASSOCIATION to prosecute any proceedings 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 Declaration shall be awarded to the prevailing party in such proceedings.

XXII. SEVERABILITY : Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

XXIII. ACTIVITIES OF DECLARANT: Notwithstanding any provisions to the contrary herein contained, Declarant shall be allowed to show and sell parcels and use parcels designated by him as sales models, conducting herein usual sales activities and may carry out any other activities necessary to conduct his business of constructing and/or selling parcels in WOODBRIDGE for a period of five (5) years from the date hereof. In addition, Declarant may maintain for said period such signs as may be required, in Declarants discretion, to advertise parcels for sale.

Notwithstanding any provisions to the contrary herein contained, Declarant shall be entitled to conduct development and construction activities even though such activities would otherwise be in violation of this Declaration.

Notwithstanding any other provision of the Declaration, Declarant shall have the absolute and total right to make all decisions in relation to the operation of WOODBRIDGE COMMUNITY ASSOCIATION or until such time as Declarant has conveyed to others 50% of all property within WOODBRIDGE, or until such time as it voluntarily relinquishes such right, or until January 1, 1988, whichever shall first occur.

XXIV. 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 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 to an appropriate court of equity jurisdiction pursuant to the foreclosure of an institutional first 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 expense collectible from all 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.

XXV. DEVELOPMENT EASEMENTS: Nothing herein shall prohibit or restrict the Owner, its builders, successors or assigns, in any manner whatsoever, from constructing the proposed improvements to the subject property in such a manner as the Owner may see fit. Until such time as all lots are sold and all improvements are installed, the Owner reserves an easement of all Lots and Common Areas in order to construct the proposed improvements.

XXVI. ASSESSMENTS: An initial assessment of Thirty Dollars (\$30.00) per lot shall be paid to the Association at the time of the initial purchase of such lot from Declarant and an annual assessment of the same amount per Lot shall be due and payable on January 1st of each year following the initial purchase. Said annual assessment may be increased or any special assessment may be levied only with the affirmative vote of at least two thirds (2/3) of the voting membership.

Any assessment not paid within ten (10) days from the date of the Association declares it to be due shall bear interest from the due date to 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 costs, including attorney's fees, as provided in Paragraph XXI above.

XXVII. ANTENNAE: No Lot Owner shall construct any radio, TV or other antennae on the outside of a unit constructed on a lot without the Association's express written consent.

XXVIII. RENTAL:

a. An owner may rent his unit to a third party without the express written approval of the association if the unit is rented in accordance with the following terms and conditions.

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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.

b. If an owner intends to rent a unit subject to terms and conditions that are not in accordance with paragraph (a) above, then the express written approval of the Association will be required.

XXIX. STREETLIGHTS: At the time that each building is constructed and before it is occupied it shall be the responsibility of each Parcel owner to provide lighting sufficient to illuminate both the parking lot and roadway adjoining his parcel.

XXX. 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 on the Parcel.

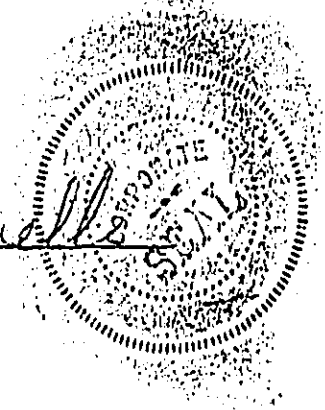
XXXI. VEHICLES: Except when units are under construction only automobiles, motorcycles and pickup trucks under 3/4 ton shall be kept in WOODBRIDGE and these shall be parked only in designated paved parking areas on the individual parcels.

XXXII. DRIVEWAYS: There shall be no more than one driveway per Parcel and the clearing for that driveway shall be no more than 20 feet in width.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 12 day of ~~August~~ <sup>September</sup>, 1985.

WOODBRIDGE GROUP, INC.

Attest: Joanne F. Murrell Secretary By: Mary Murrell President



(Seal)

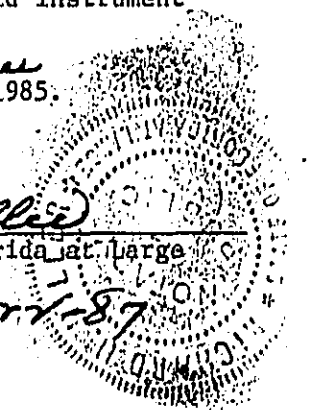
STATE OF FLORIDA

COUNTY OF BREVARD

Before me personally appeared MARY MURRELL and JOANNE F. MURRELL President and Secretary respectively of the Woodbridge Group, Inc. to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12 day of ~~August~~ <sup>September</sup>, 1985.

Robert H. Meller  
Notary Public, State of Florida at Large  
My Commission Expires: 6-27-87



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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 thence 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

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