



Windover Farms Community Association  
P.O. Box 658  
Titusville, FL 32781

May 15, 2025

Subject: Amended and Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) for  
Windover Farms Community Association

The current Board of Directors was elected at the February 6, 2024 annual general membership meeting and you charged us with the duty of producing and enacting new governing documents for our Association to replace the original 1980 documents. The two main documents that govern our HOA are the CC&Rs and the By-Laws. The new By-Laws were enacted at a special joint meeting of the members and the Board of Directors held on January 4, 2025 and were recorded in the Brevard County official records. Enclosed are the new CC&Rs for your review and vote.

The 90 day voting window for approval or rejection of these vital CC&Rs opens on May 15, 2025. If you have opted for electronic voting you will receive an e-mail from VoteHOANow with a link to their secure voting site for your individual vote. If you have received this notice via US Postal Service mail, a ballot with instructions is enclosed.

How did the Board come up these exact CC&Rs? In March 2024 a Documents Review Committee was appointed and that committee reviewed the existing CC&Rs, researched Florida statutes, Brevard County Ordinances, looked at CC&Rs from other HOAs and incorporated member recommendations, thoughts and suggestions. That committee produced a draft set of CC&Rs which were amended by the Board of Directors and provided to the members for a forty day review and comment period In July and August 2024. That resulted in further revisions and these were sent to our Association attorney for a complete legal review which is now complete.

One of the most difficult issues the Board faced was and is the annual assessment on each lot. The annual assessment is specified in the CC&Rs and is the sole source of funding for the Association to pay its bills and make repairs and improvements to the Long Lake Recreation Area. The current \$75 assessment has been unchanged for 45 years and simply does not pay the costs of utilities, taxes, insurance, mowing of the park and maintenance. In March and April of 2024 the Board tried very hard to obtain the required 2/3 member approval (269 of 403 voting lots) to raise the assessment to \$100 per year starting in 2025. This effort failed. This has left our HOA paying for the shortfall over the past five years out of the Association savings account which is now perilously low. These CC&Rs contain an increase in the annual assessment to \$100 per lot per year starting in January 2026. **IF THE INCREASE IN ASSESSMENTS IN THE CC&Rs IS NOT ENACTED, THIS ASSOCIATION WILL BE FORCED INTO RECEIVERSHIP IN 2027 OR 2028.** That means the State of Florida will appoint a receiver who has the authority to levy involuntary assessments against each member not only for Association costs such as insurance and taxes but also their own steep fees which average about \$350 per hour. These CC&Rs also allow the Board to increase annual assessments up to 15% per year for three out of the most recent five years. Such increases do require approval by a majority of the members in attendance at an announced Board meeting where such increases will be considered.

Members of our Association have frequently expressed the desire to use the standards in the Brevard County Code of Ordinances when it comes to restrictions on lot use. If you read through the restrictions portion of the CC&Rs you will see that is what we propose to do. We have listed individual restrictions that refer to Brevard County ordinances on purpose. Doing so prevents the current and future Boards from enacting "Rules and Regulations" that can be adopted without member vote on those specific provisions. Under Florida law "Rules and Regulations" are subordinate to the CC&Rs and whenever a "Rule or Regulation" conflicts with the CC&Rs, the CC&Rs prevail.

Adopting Brevard County Ordinances does come with at least one drawback and that concerns short term rentals of residences, or portions thereof within Windover Farms Community Association. Our current CC&Rs prohibit rentals of less than six months but the plain truth is that some homes in WFCA have been rented for as little as one week. In order to prevent this in the future we have adopted the Brevard County Ordinance which prohibits rentals for less than 90 days. We believe this 90 day minimum rental period will prevent the appearance of nuisance rental houses where short-term tenants are uncaring about the rights of adjoining neighbors.

These CC&Rs contain provisions that some members will find objectionable and other members find to be long past due. It is impossible to satisfy the often conflicting desires of the owners of our 403 lots. We believe these CC&Rs strike a balance between minimal restrictions on the member rights to free and peaceful enjoyment of our rural residential lots and the recognition that there will always be outlier lot owners who want to ignore community standards and county ordinances.

We ask you to consider the overall needs of our neighborhood and our community when making your decision on whether or not to accept or reject these CC&Rs. Yes, there may be provisions you would rather not have and there may be provisions that you feel should be included but are absent. Again, please ask yourself if these CC&R's are, when considered as a whole, beneficial to our Association. If you believe so, please vote to approve them.

Board of Directors  
Windover Farms Community Association

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**SUMMARY OF CHANGES TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(CC&Rs) FOR WINDOVER FARMS COMMUNITY ASSOCIATION, INC.**

- 1. Introduction and preamble:** This section states the purpose of the CC&Rs, who they apply to and where the CC&Rs fit into the hierarchy of our governing documents.
- 2. Articles I and II:** Provides definitions of terms and states that transferring any portion of the Long Lake Recreation Area requires approval by two-thirds of the members.
- 3. Article III: Definitions of Members and The Association in general:**
  - A.** Article III B deletes the old "Class B" members (the original developers of WFCA) and redefines the classes of membership as just Class A (all dues paying members) and Class B (lot owners in specified surrounding areas who can join the LLRA by paying 67% of the annual dues). **Why the change?** The original developer no longer owns any lots in WFCA and this membership class was eliminated in 1981.
  - B.** Article III C addresses the annual general membership meeting and changes the time and date to noon on the first Saturday in February. It also redefines a quorum as 20% of the total voting interests which is 81 of the 403 lot owners attending in person, by proxy or by e-vote. **Why the change?** Previous annual membership meetings were held at 7 PM on the 1st Tuesday in February and many members complained about the lateness of the hour. A quorum is the required minimum number of owners that have to attend before a legitimate annual meeting can proceed. This has caused many previous annual meetings to fail attainment of the necessary quorum. Florida Statute 720 says that the required minimum number of owners to attain a quorum is 30% but specifically says that HOA governing documents can provide for a lower percentage. The Board feels 20% (81 of 403 lot owners) is a more realistic number and will allow for legal elections of Board members.
  - C.** Article III C allows members to vote via electronic voting and this provision is repeated throughout the CC&Rs. Members can still vote in person or by proxy. **Why the change?** The original 1980 CC&Rs did not allow for electronic voting as such did not exist at the time. E-voting is now the most widely used voting method in Florida HOAs and has been adopted by the current Board.
  - D.** Article III F allows dissolution of the Association by a majority vote of the members (50% plus 1) rather than the previously required 2/3rds. **Why the change?** Requiring a "super majority" prevents the common sense idea and widely held concept that if a majority of owners want to disband the Association, they should be allowed to do so.

**4. Article IV - Assessments:** This has many changes.

**A.** Article IV C 1 sets the annual assessment at \$100 per year per lot and now levies a \$20 late fee for failure to remit the annual assessment by January 31st of each year.

**B.** Article IV C 1 b now allows the Board of Directors to increase the annual assessment up to 15% per year for three out of the most recent five year period but provides that such proposed increase requires a 30 day notice of the meeting at which such increase will be considered and also requires that such increase must be approved by a majority vote of the members in attendance at that announced meeting.

**C.** Special assessments for funding of unbudgeted items now require a majority approval of the members (50% plus one) rather than the previous 2/3rds.

**D.** Article IV D now has defined steps and intervals on imposing liens on lots for late payment of assessments.

**E.** Article IV E now has an outright prohibition against foreclosure of properties solely for the reason of late payment of assessments.

**F.** Article IV F states that liens are subordinate to first mortgages and was added by our attorney as some financial institutions require this clause for all properties within an HOA before they will write mortgages.

**Why these changes?** One of the most difficult issues the Board faced was the annual assessment on each lot. The annual assessment is specified in the CC&Rs and is the sole source of funding for the Association to pay its bills and make repairs and improvements to the Long Lake Recreation Area. The current \$75 assessment has been unchanged for 45 years and simply does not pay the costs of utilities, taxes, insurance, mowing of the park and maintenance. In March and April of 2024 the Board tried very hard to obtain the required 2/3 member approval (269 of 403 voting lots) to raise the assessment to \$100 per year starting in 2025. This effort failed. This has left our HOA paying for the shortfall over the past five years out of the Association savings account which is now perilously low. These CC&Rs contain an increase in the annual assessment to \$100 per lot per year starting in January 2026.

**IF THE INCREASE IN ASSESSMENTS IN THE CC&Rs IS NOT ENACTED, THIS ASSOCIATION WILL BE FORCED INTO RECEIVERSHIP IN 2027 OR 2028.**

That means the State of Florida will appoint a receiver who has the authority to levy involuntary assessments against each member not only for Association costs such as insurance and taxes but also their own steep fees which average about \$350 per hour. These CC&Rs also allow the Board to increase annual assessments up to 15% per year for three out of the most recent five years. Such increases do require approval by a majority of the members in attendance at an

announced Board meeting where such increases will be considered. These limitations keep the Board accountable to the members for assessment increases but will allow for increases without the requirement to amend the CC&Rs each time an increase is sought.

**5. Article V: Design Review Committee (DRC):** This is a complete rewrite of the 1980 CC&Rs and now has strict limitations on what the DRC has the ability to review. Gone are past requirements for review of driveway composition, roofing materials, exterior colors, mailboxes and the like. **Why these changes?** Virtually all members have commented that the 1980 requirements for the DRC to have a say in roofing materials, exterior color, etc. were needlessly intrusive into what is essentially a homeowner's choice.

**6. Article VI: Restrictions on Lot Uses:** Again, this is a total rewrite of the 1980 CC&R restrictions and in general adopts Brevard County Ordinances to replace nearly all restrictions.

**A.** Article VI C allows for home based businesses and refers to Brevard County Ordinances on what constitutes a home based business.

**B.** Article VI C 2 prohibits animal breeding and boarding facilities that have a detached structure. This restriction does not apply to Lot owners who keep chickens in a detached coop as well as barns for typical farm animals such as horses, mules, cows, etc. as Brevard County Ordinances specifically allows this.

**C.** Article VI E prohibits rental of residences or portions of same for less than 90 days in accordance with Brevard County Ordinances but adds the provision that if Brevard County should reduce that period to less than 90 days, WFCA shall retain the minimum 90 rental period.

**D.** Article VI I (1) and (2) adopts the standards for size and location restrictions in Brevard County Ordinances for all outbuildings such as barns and storage buildings and allows for use of any kind of mailbox that meets USPS requirements.

**E.** Article VI I (3) states that the decision on materials for home storm protection as well as the decision on whether or not to deploy any such protection is at the sole discretion of the lot owner. The inclusion of a CC&R provision that addresses this issue is required by July 2024 changes to Florida Statute 720.

**F.** Article VI J allows for removal of any diseased or wind damaged tree without prior approval of the DRC.

**G.** Article VI N refers to Brevard County Ordinances on how long portable storage units may remain in view in owner lots. Such storage units did not exist when the 1980 CC&Rs were written.

H. Article VI O prohibits nuisances such as foul odors or noises and says the Board of Directors, by a majority vote, determines what constitutes a nuisance. This addition was specifically recommended by our attorney.

I. Article VIII adopts Brevard County Ordinances concerning parking and storage of all vehicles including autos, trailers, boats, tractors, etc. but requires all vehicles be registered in the lot owner's name or the name of a person resident in the owner's household.

**Why these changes on lot restrictions?** Before the February 6 2024 annual membership meeting which elected the current Board and continuing to today, the members have repeatedly stated their desire to do away with the archaic 1980 CC&R restrictions and, wherever possible, adopt Brevard County Ordinances as the standards for lot use restrictions. We believe these proposed CC&Rs comply with the member's stated desires. We have provided for situations that did not exist in 1980 (portable storage units) and also provided for new developments in Florida statutes such as the requirement to specify what materials are acceptable for storm protection and the removal of restrictions on parking of cars in owner's driveways. Under Florida statute 720, a Board may enact "Rules and Regulations" without member approval unless the new rules affect voting rights or assessments. By including specific references in the new restrictions to Brevard County Ordinances in the CC&Rs, we have imposed a bar to the current Board and all future Boards from enacting "rules and regulations" concerning those specific restrictions without having to amend the CC&Rs which require the members to vote on such changes.

## **7. Article IX Amendments and Term:**

A. Article IX is changed to allow the CC&Rs to be amended by a majority vote (50% plus one) of the members rather than the previously required 2/3rds. **Why this change?** The reason our governing documents have not been updated in 45 years is because of the requirement for a "super majority" which made changes very difficult. This was put into place by the original developers of Windover Farms who did not want the members to change their rules without their consent as they owned many lots within Windover Farms. Times have changed and the original developers no longer own any lots in our HOA. This is what has put our Association into the financial situation we now have. The fundamental concept of a democracy is that the majority should rule. To amend the CCR&Rs under the existing rules required approval by 269 members. We are proposing that the CC&Rs can be changed by a simple majority vote of the members which comes to 202 owners of the total of 403 voting lots.

B. We are required to define how long the CC&Rs are valid and on recommendation of our attorney we have set this term at forty years with automatic renewal for ten year periods unless 2/3rds of the total membership vote to not renew.

