

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS REVITALIZED DECLARATION, made this _____ day of _____, 20____, by LONGWOOD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the “DECLARANTS.”

WITNESSETH:

WHEREAS, the DECLARANTS are the owners of certain property in the County of Brevard, State of Florida, which is more particularly described as:

Longwood, Phase I, as recorded in Plat Book 28, Pages 27 and 28, inclusive, Public Records of Brevard County, Florida; and
Longwood, Phase II, as recorded in Plat Book 29, Pages 48 and 49, inclusive, Public Records of Brevard County, Florida; and
Longwood, Phase III, as recorded in Plat Book 31, Page 11, inclusive, Public Records of Brevard County, Florida; and

WHEREAS, said Declarants of Covenants, Conditions and Restrictions were originally recorded on July 15, 1981 in Brevard County Public Records, Brevard County Florida in Official Records Book 2313, Page 1644 and re-recorded November 18, 1981 in Official Records Book 2337, Page 1953 to include Exhibit “A”; and

WHEREAS, the aforesaid Declarants of Covenants, Conditions and Restrictions were amended and recorded on December 1, 1981 in Official Records Book 2339, Page 790, in Brevard County Public Records, Brevard County, Florida; and

WHEREAS, the above referenced Longwood Phase III was annexed into the Declaration of Covenants, Conditions and Restrictions and recorded on October 17, 1984 in Official Records Book 2549, Page 1275, in Brevard County Public Records, Brevard County, Florida; and

WHEREAS, Florida Statute 720, Part III, Covenant Revitalization allows for the revival and preservation of the Declaration of Covenants, Conditions and Restrictions when such Declarants have expired due to no filing for record within thirty (30) years immediately following the effective date of original recording under Florida Statute 712.05(1); and

WHEREAS, the DECLARANTS wish to revitalize its Declaration of Covenants, Conditions and Restrictions in accordance with F.S. 720, Part III.

NOW, THEREFORE, the DECLARANTS hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to Longwood Homeowners Association, Inc., its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

- (1) Lot 78, Longwood, Phase I, as recorded in Plat Book 28, Page 27 of the Public Records of Brevard County, Florida; and
- (2) A parcel of land lying the east one-half of Section 12, Township 27 South, Range 36 Each, Brevard County, Florida, more particularly described as follows:

Commence at the southeast corner of the north one-half of the south one-half of said Section 12 (said southeast corner also being the centerline intersection of Wickham and Lake Washington Roads); thence N00°-07'-00"E along the east line of said Section 12 a distance of 50.01 feet to the easterly extension of the north right-of-way of Lake Washington Road; thence S89°-00'-10"W along said extension and said north right-of-way a distance of 981.32 feet; thence N00°-07'-00"E a distance of 812.26 feet to the Point of Beginning of the herein described parcel; thence S89°-00'-10"W a distance of 80.02 feet; thence N00°-07'-00"E a distance of 767.58 feet; thence N89°-00'-10"E a distance of 80.02 Feet; thence S00°-07'-00"W a distance of 767.58 feet to the Point of Beginning. Said parcel containing 1.4 acres, more or less.

Section 5. “Lot” shall mean and refer to the plots of land shown upon any recorded subdivision plat or plats of Longwood subdivision with the exception of the Common Area.

Section 6. “Declarants” shall mean and refer to Security Treasure Coast Service Corporation and Marshall, Inc.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Owners Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

- a. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of this Association and every owner shall have one vote for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The DECLARANTS for each Lot owned within the Properties hereby covenant and agree, as further described and detailed in Section 7 of this ARTICLE, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- a. Annual assessments or charges.
- b. Special assessments for capital improvement. Such assessments shall be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the maintenance and improvements of the Common Areas, and maintenance of the fence along Wickham Road along with the landscaped areas contained within the medium of Longwood Boulevard. The Association shall be responsible for and pay all ad valorem taxes assessed against the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by the Declarant(s) of the first Lot to an owner, the maximum annual assessment shall be \$50.00 per Lot.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year, not more than ten percent (10%) above the maximum assessment for the preceding year, without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased more than ten percent (10%) above the maximum annual assessment for the preceding year, by a vote of three-fourths (3/4) of the members who are voting in person or by proxy at a meeting duly called for said purpose.
- c. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum.
- d. The assessments on Lots owned by the Declarant(s) may be reduced to no less than twenty-five percent (25.00%) of the assessment levied to owner occupant Lots, provided however, the Declarant(s) pay any deficiency in the operating costs of the Longwood Homeowners Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, provided that any such assessment shall require the assent of three-fourths (3/4) of the members voting in person or by proxy, at a meeting duly called for said purpose.

Section 5. Notice and Quorum for Any Action Authorized Under ARTICLE IV Section 3 and 4. Written notice of any meeting called for the purpose of making any assessment shall be given to each member of the Association not less than thirty (30) nor more than sixty (60) days prior to the meeting, and notice of any such meeting shall be given by personal deliver or mailing, and mailing by the Association to the members thereof shall be deemed notice to such members. At the first such meeting called, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots any may be collected on a monthly or annual basis.

Section 7. Date of Annual Assessments and Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: 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 ten percent (10%) per year. The Association may bring an action at law against the owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of a Lot pursuant to mortgage foreclosure, or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
USE RESTRICTIONS

All Lots in the aforementioned tract shall be known and described as residential Lots. No Lot or Lots shall be used for any purpose other than residential use. It is the intention and purpose of this Declaration to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these Declarations are recorded. The ground floor area of the main structure and any living unit constructed on any of the residential sites covered by these Declarations, exclusive of open porches and garages or carports, shall not be less than one thousand (1,000) square feet for such living unit.

No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum setback lines, if any, shown on the recorded plat. In any event no building shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line or nearer than twenty (20) feet to any side street line. No building shall be located nearer than seven and one-half (7 ½) feet to an interior Lot line, and the sum of side yard setbacks on any one Lot shall not be less than fifteen percent (15%) of the total frontage of the Lot. No building shall be located on any interior Lot line nearer than twenty-five (25) feet to the rear Lot line. For the purpose of this Declaration, eaves, overhangs and open porches shall not be considered as part of a building; however, this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

No dwelling shall be erected or placed on any Lot having a width of less than seventy-five (75) feet at the minimum setback line, nor shall any dwellings be erected or placed on any Lot having an area of less than seven thousand five hundred (7,500) square feet.

No unlicensed or non-operative motor vehicle may be parked on any Lot at any time. No commercial vehicle shall be parked on any Lot except when rendering a service or making a delivery. Special vehicles, boats and boat trailers, or campers of any type, including but not limited to, either self-propelled or towed, shall be parked off the drive to the rear of the lot and shall be screened from the street by fence or shrubs. No major recreational equipment shall be parked or stored on any Lot except in enclosed buildings or to the rear of the house. No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on any Lot. No vehicle shall be parked at any time on any front or side lawns or areas.

Whether or not provision therefor is specifically stated on any conveyance of title made by the Developer, the owner of each and every Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building wall, or other structure shall be placed upon said Lot unless and until one set of building plans, one set of building specifications, and one copy of the plot plan have been submitted and have been approved in writing by the Architectural Control Committee. Each such building, wall or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal of approval of plans and specifications by the Architectural Control Committee may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall be deemed sufficient. No alternation in exterior appearance, including color of the building or structures shall be made without like approval of the Architectural Control Committee. No alteration to the front porch, stairs, walkways or front yard shall be made without like approval of the Architectural Control Committee. No screen enclosure shall be placed on the front of the house. The appearance of the house may not be changed by any means, including, but not limited to, front screen enclosure, placement of concrete or gravel in front yards, etc., without approval of the Architectural Control Committee.

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Nothing shall be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No cattle, swine, goats, poultry or fowl shall be kept on any Lot for commercial purposes or otherwise. Household pets shall not exceed two (2) in number and shall not be bred for commercial purposes, and shall be leashed when outside. Clotheslines shall be located to the rear of the Lot or the side away from a side street. In all instances, said clotheslines shall be screened from view of the adjoin Lots and streets. Garbage cans, fuel oil tanks, other storage tanks, swimming pool filters, etc., shall be of the underground type of completely concealed by hedges, lattice work or screening. No CB or Ham radio towers will be permitted on any Lot, or house, unless approved by the Architectural Control Committee. No building materials or supplies of any kind may be stored on any Lot. Garbage and trash containers are to be placed in proper area for pick-up, only on day of pick-up, and removed from pick-up area the same day.

No chain link fences are permitted. Wood property fences shall be a maximum of six (6) feet high. No fencing of front yard area except decorative or landscape fencing not more than three (3) feet high or with a minimum of two (2) feet between horizontal rails shall be permitted. No boundary wall, fence or hedge of any type or height shall be erected on any Lot without first obtaining the written approval of the Architectural Control Committee as to the type, height and materials to be used and as to which side faces public area. In no event shall any wall, fence, or hedge be constructed or maintained with a height of more than six (6) feet.

No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Brevard County, and Florida State Board of Health. Individual wells to be used for irrigation, air conditioning and heating systems or swimming pools shall be permitted.

Above ground pools will not be permitted. In cases where the back yard surrounding a pool is not fenced, the pool itself must be enclosed with a fence or other suitable enclosure. Prior to the construction of said fence, approval of fence design shall be obtained from the Architectural Control Committee.

The Architectural Control Committee shall consist of two (2) or more persons, appointed by Declarant, Marshall, Inc., within one (1) year of recording of the plat, The Architectural Control Committee may appoint additional members as it deems necessary.

ARTICLE VI **ASSOCIATION MAINTENANCE**

Section 1. Maintenance. The Association shall have the responsibility of maintaining the Common Areas including the fence along Wickham Road and on landscaped areas contained within the medium of Longwood Boulevard in good repair and condition as originally constructed by the Developer. The Association shall have the responsibility of maintaining said property in accordance with the maintenance standards established from time to time by the City of Melbourne or any other governmental authorized excising jurisdiction.

Section 2. City's Right to Maintain. IN the event that the Association shall fail to carry out its responsibilities as set forth in Section 1 within thirty (30) days of a directive to do so from the City of Melbourne, the City may, at its election but shall not be obligated to, enter upon the property and perform such maintenance work which, in the sole discretion of the City, shall be required.

Section 3. Enforcement. In the event that the City of Melbourne shall elect to do any maintenance work in accordance with Section 2 hereof, the Association shall be obligated to pay the cost incurred by the City for such work. Upon the failure of the Association to do so promptly upon demand the City shall have the right to record a certificate setting forth the amount of said cost in the Public Records of Brevard County, Florida, which shall act as a lien against all of the Lots of the subdivision of equal and like dignity to any annual or special assessment as provided for in this Declaration. The City shall have all of the rights to enforce said lien as are granted to the Association by this Declaration for the enforcement of assessments by the Association. The City may foreclose said lien in its own name in accordance with the procedures authorized by Florida statutes for the foreclosure of special assessments liens.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. The additional land which is described in Exhibit A less and except Longwood, Phase I, as recorded in Plat Book 28, Page 27 of the Public Records of Brevard County, Florida, may be annexed by either of Declarants without the consent of the members within a period of five (5) years from the recording date of this Declaration of Covenants, Conditions and Restrictions.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any Amendment must be recorded.

Section 5. As long as the Declarants own 75% of the Lots, the following actions will require prior VA or FHA approval:

- a. Annexation of additional properties.
- b. Dedication of Common Area.
- c. Amendment of this Declaration.

In WITNESS WHEREOF, the undersigned, being the representatives of the Declarants herein, have hereunto set their hand and seals, this _____ day of _____, 20 _____.

COMMENT: If the original Declarant, Marhall is no longer available to sign this revitalized covenants, shouldn't the declarants now be the Longwood HOA?

EXHIBIT "A"

DESCRIPTION

Commencing at the Southeast corner of the North one-half of the South one-half of Section 12, Township 27 South, Range 36 East, run North along the East line of said Section 12, also being the centerline of Wickham Road as described in Official Records Book 1351, Page 245 and Deed Book 391, Page 523, to a point at the intersection with the extension of the North right-of-way line of Lake Washington Road, as described in Official Records Book 581, Page 992, of the Public Records of Brevard County, Florida; thence West along the extension of the North right-of-way line of said Lake Washington Road to a point at the intersection with the West right-of-way line of said Wickham Road; thence run $S89^{\circ}-00'-10''W$ for a distance of 931.31 feet to a point, said point being the place and point of beginning.

Begin at the point of beginning and run along the North right-of-way of Lake Washington Road $S89^{\circ}-00'-10''W$ for a distance of 1,300.26 feet to a point; thence run $N00^{\circ}-07'-00''E$ for a distance of 2,440.00 feet to a point; thence run $N89^{\circ}-00'-10''E$ for a distance of 2,231.57 feet to a point on the West right-of-way line of Wickham Road; thence run along the West right-of-way line of Wickham Road $S00^{\circ}-07'-00''W$ for a distance of 860.16 feet to a point; thence run $S89^{\circ}-00'-10''W$ for a distance of 931.31 feet to a point; thence run $S00^{\circ}-07'-00''W$ for a distance of 767.58 feet to a point; thence run $N89^{\circ}-00'-10''E$ for a distance of 931.31 feet to a point on the West right-of-way line of Wickham Road; thence run along the West right-of-way of Wickham Road $S00^{\circ}-07'-00''W$ for a distance of 80.02 feet to a point; thence run $S89^{\circ}-00'-10''W$ for a distance of 931.31 feet to a point; thence run $S00^{\circ}-07'-00''W$ for a distance of 732.24 feet to a point, said point being the place and point of beginning.

Containing 92.92 acres.

Less that portion of land known as LONGWOOD, Phase I, as recorded O.R. Book 28, Page 27 of Brevard County, Florida Records.