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THIS INSTRUMENT PREPARED BY:
 John H. Evans, Esquire
 EVANS, JONES & ABBOTT
 750 Country Club Drive
 Titusville, Florida 32780

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR THE PLAT OF VILLAGE WOODS OF LA CITA
 PLAT BOOK 32, PAGE 562,
 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

THIS DECLARATION made this 10th day of December, 1991, by LA CITA DEVELOPMENT, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Brevard County, State of Florida, which is more particularly described in Exhibit "A", attached hereto, and

WHEREAS, Declarant has submitted the property described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions of La Cita, Section Five, as recorded in Official Records Book 2429, Page 1705, Public Records of Brevard County, Florida, and

WHEREAS, Declarant has caused to be incorporated HOMEOWNERS OF LA CITA, INC., a non-profit Florida corporation, to provide for the operation, maintenance and preservation of lots, amenities, and values of property brought within its jurisdiction and located in the entire LA CITA Planned Unit Development located in Titusville, Brevard County, Florida and Declarant has caused to be incorporated HOMEOWNERS OF LA CITA II, INC. to provide for the operation, maintenance, and preservation of lots for that portion of the LA CITA P.U.D. North of Country Club Drive.

NOW, THEREFORE, Declarant hereby declares that in addition to the restrictions for La Cita Section Five, all of the properties described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, 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 above-described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
 DEFINITIONS

The following words and phrases when used in this Declaration (unless context clearly reflects another meaning) shall mean the following:

1. "Architectural Control Criteria" means those rules and regulations promulgated by the ARB, as established by the deed restrictions for La Cita Section Five, as may exist and may be amended from time to time in the future.
2. "Master Architectural Review Board" and "ARB" means the Architectural Review Board for the La Cita P.U.D. as established by the deed restrictions for La Cita Section Five.
3. "Association" shall mean and refer to HOMEOWNERS OF LA CITA II, INC.
4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, if any, as designated as Tracts

City of Titusville
 P.O. Box 2806
 Titusville, FL 32781

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BREVARD CO., FL.

A, B, C, D and E on the plat of VILLAGE WOODS OF LA CITA or future subdivisions added to the liens of these restrictions as provided for in Article XI, Section 7, herein. Common Area may also include private rights-of-ways within the La Cita P.U.D. as hereinafter defined, open space and drainage facilities.

5. "Declarant" shall mean and refer to LA CITA DEVELOPMENT, INC. and its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

6. "La Cita P.U.D." shall mean and refer to the entire La Cita project as evidenced by the preliminary development plan on file with the City of Titusville, Brevard County, Florida, as it may be from time to time amended.

7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties and any plot of land which may be subsequently subdivided by Declarant or its assigns and successors from a tract shown upon any recorded subdivision map of the properties, with the exception of the Common Area, and/or road right-of-ways as shown or as subsequently shown on any recorded subdivision map of the properties if dedicated to the Association for maintenance.

8. "Master Association" shall mean and refer to HOMEOWNERS OF LA CITA, INC., its successors and assigns.

9. "Projected Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Projected Unit 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.

10. "Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

11. "Projected Units" shall mean and include the units which are allocated to any lot, including but not limited to single-family attached or detached residences, townhouses, condominium units.

12. "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit or lot which is a part of the properties, including contract sellers, by excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Unit Owner and Projected Unit Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit or Projected Unit, subject to 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. 2/3

Section 2. Delegation of Use. Any Unit Owner or Projected Unit Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who

reside on the property, provided their use of the Common Area shall always be subject to these restrictions.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Unit Owner and Projected Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Projected Unit.

Section 2. Classes of Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Unit Owners and Projected Unit Owners, with the exception of the Declarant and/or its designated assigns, and shall be entitled to one vote for each Unit or Projected Unit Owner. When more than one person holds an interest in any Unit or Projected Unit, in no event shall more than one vote be cast with respect to any Unit or Projected Unit. When more than one person holds an interest in any Unit or Projected Unit and such persons cannot jointly agree as to how the vote should be cast, no vote shall be allowed with respect to such Unit or Projected Unit.

Class B. The Class B member shall be the Declarant and/or designated assigns and shall be entitled to three (3) votes for each Unit owned and three (3) votes for each Projected Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or
- (b) December 31, 1999.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Unit Owner and Projected Unit Owner, with the exception of the Declarant, 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 to the Association: (1) annual assessments to be established and collected as hereinafter provided, and (2) special assessments to be established and collected 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 fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. DECLARANT AND/OR ITS ASSIGNS WHICH ARE DEVELOPING THE RESIDENTIAL PROJECTS WITHIN THE PROPERTIES ARE EXEMPTED FROM PAYING ANY ASSESSMENTS ON PROJECTED UNITS WHICH IT OWNS.

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 in the Properties and for the improvement and maintenance of the Common Areas, private roadways and/or other areas and facilities for the common benefit of the residents within the properties. An

assessment may be used for common maintenance of lots if approved by the Association. A portion of the assessments may be paid to the Master Association for maintenance of the grounds throughout the entire La Cita P.U.D. in accordance with Section 10 below.

Section 3. Annual Assessments. The annual assessments provided for hereinafter shall commence as to all Units and Projected Units subject to assessment on the first (1st) day of the month following the recording of this Declaration and due on the first (1st) day of January each and every year thereafter. The first (1st) 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 at least thirty (30) days in advance of each annual assessment period and shall send written notice to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Unit or Projected Unit have been paid, which certificate shall be binding upon the Association as of the date of issuance thereof.

Section 4. Maximum Annual Assessment. The maximum annual assessment for the first year in which assessments commence shall be \$600.00 per Unit or Projected Unit.

(a) From and after the first year as defined above, maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership. Notwithstanding anything herein to the contrary, the Board of Directors in their sole discretion may determine that certain additional maintenance and services are necessary and essential to the effective operation of the Association and the Board of Directors upon unanimous vote may elect to increase the assessment above twenty-five percent (25%) more than the previous year but in no event more than fifty percent (50%) more than the previous year unless consented to as provided in Section 5 and 6 herein. In the event the assessment is increased by more than twenty-five (25%), the Board of Directors must specify in its minutes passing the budget what items it considers necessary and essential to the operation of the Association and the reasons therefor.

(b) Except as set forth above, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) It is contemplated, but not guaranteed, that the Declarant may install security gates at the entrance road to the subject property and in future phases. Upon the installation of these security gates or other similar security devices, the Board of Directors shall increase the budget to cover the annual expense of operation and maintenance of such security device without the vote of the Association membership. Furthermore, such increase in the budget shall not be included in the limitation in increasing the budget as set forth in Section 4(a) above.

Section 5. 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 a capital improvement upon the Common Area, including fixtures and personal property and the financing of same related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by

proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and Projected Units within a platted section subject to assessment and may be collected on a monthly, quarterly or annual basis. However, annual assessments may vary from platted section to platted section, i.e., the Village Grove of La Cita Phase I Unit I budget contains low maintenance fees whereas this subdivision may not. Thus, the assessments among platted subdivisions may be different for this reason.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and shall have a \$25.00 late fee after thirty (30) days from the due date. The Association shall have a lien on the owner's property for any unpaid assessments and interest thereon and all costs which have been assessed against the owners. If the Association decides to make the assessment payable in installments, if the unit owner fails to pay an installment when due, the entire year's assessments shall immediately become due and payable and the Association lien may be in the accelerated amount. The lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating the description of the property, the name of the record owner, the amount due and payable and the date when the lien shall have been fully paid. All such Claims of Lien shall include only assessments which are payable and due when the Claim of Lien is recorded, and all such Claims of Lien shall be signed and verified by an officer or agent of the Association. Where as such liens shall have been paid in full, the party making payment thereof shall be entitled to receive a Satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments, together with all sums, advances and taxes, mortgages and insurance. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association through its Board of Directors will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit or Projected Unit.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Unit or Projected Unit shall not affect the assessment lien. However,

10 DAYS
18%
\$25.00 Late Fee

the sale or transfer of any Unit or Projected Unit 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 Unit Owner or Projected Unit Owner from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Assessment Payable to the Master Association. In addition to the assessments set forth above, each Unit Owner and Projected Unit Owner may pay to the Master Association an annual assessment as may from time to time be charged in accordance with Declaration of Covenants, Conditions and Restrictions for La Cita Section Five as recorded in O.R. Book 2429, Page 1705 Public Records, Brevard County, Florida. These assessments will be collected by the Association and remitted to the Master Association.

MASTER
ASSESSMENT
RECLAIMED
WATER?

ARTICLE V COVENANTS FOR MAINTENANCE

In addition to covenants for maintenance assessments as provided hereinbefore, each Unit Owner and Projected Unit Owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements as is consistent with good property management. If in the opinion of the Board of Directors of the Association, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by two-thirds (2/3) of the Board of Directors of the Association and after fifteen (15) days written notice to Unit Owner or Projected Unit Owner, to remedy the condition in question, shall have the rights, through its agents and employees, to enter upon the lot in question and to repair, maintain, repaint and restore the lot or such improvements and the cost thereof shall be assessed and become a binding, personal obligation of such Unit Owner or Projected Unit Owner as well as a lien (enforceable in the same manner as any other assessment as provided for herein) upon the lot in question. The lien as provided for herein shall be conditioned by Article IV, Section 9.

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ARTICLE VI STREETS

Section 1. Private Streets. All streets within the Plat (Tract A) are private streets and have not been dedicated to the public use.

Section 2. Maintenance of Streets. The maintenance and repair of all private roadways shall be the responsibility of the Association.

Section 3. Cost to be Included in Budget. The cost of the maintenance and repair of the private roadways shall be included in the annual budget and collected in accordance with the provision of Article IV herein.

Section 4. Liability Insurance. The Association shall maintain at all times sufficient liability insurance upon the Association and its Directors to protect same from any negligent act for which a third party may suffer damages.

Section 5. Rules and Regulations. The Association shall have the authority to promulgate rules and regulations concerning the use of the private roadway to include speed limits, guard house, speed humps, etc.

ARTICLE VII
DRAINAGE AND RETENTION AREAS

Section 1. Drainage/Retention Easement. Tracts B, C, D and E, Plat of VILLAGE WOODS OF LA CITA are drainage, common and/or retention areas. The Association shall maintain these tracts in an operable condition at all times.

Section 2. Easement Reserved. Declarant reserves for itself, its successors and assigns an easement over and through all tracts referenced in the article above for purposes of drainage and/or water retention for property owned by Declarant adjacent to properties herein described in Exhibit "A" and reserves an ingress and egress easement over all tracts for itself, future Unit Owners and/or the property owners in the subdivision which may abut this subdivision.

ARTICLE VIII
ARCHITECTURAL CONTROL

An Architectural Control Committee (ARB) has been established for review and approval of proposed structures within the subdivision. No building, fence, wall, awning or other structure shall be commenced, erected or maintained nor shall any exterior addition to or change, alteration or interior modification which would change the exterior appearance of any lot be made until plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and typography by the ARB. In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE IX
RENTED UNITS

In the event Units are rented, the following provisions shall apply:

(a) The Owner of the rented Unit and not the tenants thereof shall be the "Owner" for the purposes of assessment and voting.

(b) This Declaration of Covenants, Conditions and Restrictions shall be binding on all tenants. Unit owners shall have the responsibility to require of its tenants full compliance with the provisions hereof.

ARTICLE X
MAINTENANCE AGREEMENT

For the purpose of the Association providing the required maintenance pursuant to the terms of this Declaration, the Association shall have the right to enter into a maintenance agreement with a third party, which third party may be the Declarant, for the purpose of contracting for maintenance and operation of the Common Areas and/or other areas and facilities for the common benefit of the residents. The terms and conditions of any such agreement shall be determined by the Board of Directors of the Association.

ARTICLE XI
GENERAL COVENANTS AND RESTRICTIONS

Section 1. Governmental Regulation. The laws and ordinances of the City of Titusville, and the State of Florida, as well as the rules and regulations of their administrative

agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.

Section 2. Utilities. All utilities, including telephone, televisions, cable and electrical systems shall be installed underground. Electrical transformers shall be placed on the ground and shall be contained in padmount enclosures or vaults. Landscaping with shrubs and plants to screen all utility facilities permitted above ground must be provided.

Section 3. Tree Removal. All trees of four inches in diameter at the base, or larger, shall be preserved unless they exist within (1) a proposed public or private easement or drainage facility, (2) proposed structural dimensions, (3) five feet of a structure, (4) proposed driveways, or (5) within proposed active recreational areas. ALL TREES TO BE REMOVED MUST FIRST BE APPROVED BY THE ARB.

Section 4. Signs. No signs of any kind, unless approved by the ARB, shall be exhibited in any way on or above the described properties, including any and all signs to be painted on any side or face of a structure without written approval from the ARB. The ARB reserves the right to issue permits to Unit owners or Projected Unit Owners for the erection of certain signs on a temporary basis which would vary from the usual norm of other signs. No window or political signs shall be permitted under any circumstances.

Section 5. Animals. No animal husbandry shall be conducted or maintained on said properties provided, however that house pets only shall be excluded from this restriction. In the event there is a dispute as to whether or not a particular animal is a house pet, the affirmative vote of the Board of Directors shall be finding on all Lot Owners.

Section 6. Certain Vehicles Prohibited. No house-trailers, mobile homes, motor homes, boats or trailers or similar vehicles, but excluding vans and pick-up trucks not used for commercial purpose, shall be parked on any of the lots except as may be subsequently allowed in areas zoned specifically for that use. No lots shall be used as a junk yard or an auto graveyard. No trucks, larger than a standard pick-up truck shall be permitted to park in the subdivision for a period of more than four hours unless same is present for the purpose of a actual active continuous construction or repair of buildings or other improvements.

Section 7. Common Areas to Remain Open. No structures shall be constructed in any of the green-ways, canals, lakes, or other connecting bodies of water except as approved by the Board of Directors. Boats are prohibited from being used in the lakes within said properties, except by specific individual permit issued by the Board of Directors.

Section 8. City Water and Sewer Required. All buildings shall be connected at the owner's expense to Central Water and Sewer Utilities. Incidental utility or service structures and detached garages, if otherwise permitted, shall not be required to make such utility connections. However, wells may be maintained for outside use, including watering of lawn, swimming pools, etc., subject to approval of duly constituted public authorities and the ARB.

Section 9. Subdivision of Lots. No lot in the Properties can be divided or resubdivided without the specific written authorization and approval by the Board of Directors. In no event, shall a lot be redivided so as to create a violation of any of the restrictions herein established or ordinances, regulations or statutes of the City of Titusville or the State of Florida.

Section 10. On-Street Parking Prohibited. No parking is permitted in the travel section of any roadway or street.

Section 11. Abandonment of Construction. In the event a construction project of any sort is abandoned and remains so for a period of six (6) months, the Board of Directors may take possession of the site and complete the construction or take possession of such uncompleted construction and destroy the work and landscape the area. All costs, expenses and fees incurred by the Association in carrying out the construction or demolition herein provided for shall be a lien on the applicable lot(s) and shall be subject to enforcement as provided in Article IV herein.

Section 12. Parking of Trailers, Boats, Etc. Trailers, boats, campers, motor homes or other similar equipment may not be stored or parked in the residential areas of said properties except in enclosed garages or in enclosed areas, which completely screens or blinds the equipment from common areas, recreational areas, streets or adjacent residences. Any garage or storage area constructed for storage purposes must be aesthetically compatible with the primary residences.

Section 13. Clotheslines. No clothing or any other household fabrics shall be hung outside a Unit unless it is within an enclosed courtyard and not visible to any person other than the Unit Owner. No machinery shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence, provided, however, that nothing contained in this Section 13 shall have the effect of prohibiting the use of energy devices based on renewable resources in violation of Florida Statutes 163.04.

Section 14. Antennas and Satellite Dishes. All outdoor antennas, satellite dishes, including but not limited to television, radio and shortwave antennas, shall be prohibited.

Section 15. Separate Structures. All storage buildings, utility sheds, greenhouses, and other similar structures not made an integral part of the architectural design of the main structure shall be prohibited.

ARTICLE XI GENERAL PROVISIONS

Section 1. Governmental Compliance. All restrictive covenants listed and/or contained herein, are subject, in all instances, to compliance with the City of Titusville, and State of Florida, health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions, and in particular when the said City and State requirements exceed the requirements of the restrictions contained herein.

Section 2. Duration. These restrictive covenants, easements, reservations and requirements upon the land described within Exhibit A shall run with the land and remain in full force and effect, until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ~~(ten)~~ (10) years unless, by vote of a majority of the owners entitled to vote on January 1, 2008 or at the end of each successive ten (10) year period thereafter said voters agree to change said covenants in whole or in part of the best interest of the Association at which time the modifications to these covenants shall be evidenced by the recording in the Public Records of Brevard County, Florida of an amendment to this Declaration of Covenants, Conditions, and Restrictions setting forth such amendments.

At any time prior to January 1, 2008 and without the necessity of obtaining consent of any Unit Owner or Projected

Unit Owner, the Declarant reserves the exclusive right to amend this Declaration of Covenants, Conditions and Restrictions as it may affect any land then remaining owned by the Declarant, in fee simple or otherwise or to remove said lands completely from the effect thereof.

Section 3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant now or hereafter imposed by the provisions of this document either to restrain violations or to recover damages, or both. The prevailing party shall be entitled to recover, in addition to the cost and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the service of his attorney. Failure by the Association, Declarant 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 4. Severability. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

Section 5. Subsequent Declarations. Declarant reserves the right to file subsequent Declaration of Covenants, Conditions and Restrictions regulating the use to which the property described in Exhibit A can be put and establishing zones and designating lots as to zones for the purpose of establishing minimum size buildings to be located thereon.

Section 6. Amendment. The Declarant, its successors, assignees, or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter, or change these covenants and restrictions, and use restrictions, without the approval of the Association, by filing an amendment thereto upon the public records of Brevard County, Florida, otherwise these restrictions may be amended by a two-thirds (2/3) majority vote of the Association. Prior to any such amendment becoming effective, it must be approved by the City Council of the City of Titusville and such approval recorded on the Public Records of Brevard County, Florida.

Section 7. Stage Development. Notwithstanding any other provision of this Declaration, or the Association's Articles of Incorporation or Bylaws, to the contrary, the additional lands contained in the LA CITA Planned Unit Development as described in the Preliminary Development Plan, on file with the City of Titusville, may be annexed in whole or in part, by Declarant at any time prior to fifteen (15) years from the date of this Declaration, and made subject to the governing provisions of this Declaration, all without the consent of the Class A members of the Association, or the joinder or consent of any mortgagee, by Declarant's recording in the public records of Brevard County, Florida, a (i) customary subdivision plat of the property to be annexed; and (ii) an appropriate Declaration indicating the property is to be part of the LA CITA Planned Unit Development and subject to the jurisdiction of the various homeowners. Upon the occurrence of both of the foregoing, the lands encompassed by such subdivision plat will become subject to all of the provisions of this Declaration as if such property initially had been set forth and attached to this Declaration. Without limitation, each plot or parcel shown upon such subdivision plat shall constitute a "Lot", and each plot or parcel designated as "Common Area" will constitute a portion of the "properties", for all purposes under this Declaration and the Association's Articles of Incorporation and Bylaws. Until such amendment is so recorded, however, no provision of this Declaration will be effective as to all or any portion of the additional lands contained in the LA CITA Planned Unit Development as described in

2/3 vote
of ASSO
Amendment

the Preliminary Development plan on file with the City of Titusville, nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrance on the title to such lands. Declarant's rights under this paragraph may be assigned by Declarant to the then owner of the fee simple title to all or any portion of the additional lands contained in the LA CITA Planned Unit Development as described in the Preliminary Development Plan on file with the City of Titusville, and, following such assignment, may be exercised by such fee owner, who will then constitute a "Declarant" under this Declaration, and the Association's Articles of Incorporation and Bylaws, for all purposes. Annexation of any lands other than those referenced above or annexations of any of the additional lands contained in the LA CITA Planned Unit Development as described in the Preliminary Development Plan on file with the City of Titusville, occurring after fifteen (15) years from the date of this Declaration, must have the approval of the Association and will become effective upon recording of an appropriate amendment of this Declaration, executed by the Association and the holders of all record interested in the lands annexed.

Section 8. Rules of Association. Reasonable rules and regulations may be made and amended from time to time by the Association and shall be made for the purpose of regulating the conduct and actions of the members as well as the use of the common areas, the preservation of the property of the Association, and the safety and convenience of the users thereof.

Section 9. Developer's Easement. Declarant reserves for itself, its successors and assigns, a Right-of-Way easement to erect, maintain and use utilities, electric and telephone poles, wires, cable conduits, storm sewers, sanitary sewers, water mains, gas, sewer, waterlines or other public conveniences, for utilities on, in and over any area designated as an easement, private street and/or Right-of-Way area on a recorded plat. Further, the Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of radio and television cable within such Right-of-Ways, easement and common areas.

IN WITNESS WHEREOF, this Declaration of Deed Restrictions for the VILLAGE WOODS OF LA CITA, has been signed by the Developer on the day and year first set forth above.

Witnesses:

Nancy K. Ferguson
NANCY K. FERGUSON

Carole T. Martin
CAROLE T. MARTIN

STATE OF FLORIDA
COUNTY OF BREVARD

LA CITA DEVELOPMENT, INC.

By: Nancy Arbuckle
Nancy Arbuckle

As: President
[SEAL]

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nancy Arbuckle well known to me to be the President of the corporation named in the foregoing instrument, and that she severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of December, 1991.

Carole T. Martin
NOTARY PUBLIC

CAROLE T. MARTIN

My Commission Expires: _____

[DECLARWOODS]

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 22, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

BK 3175 PG 2712

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PG-2712

Notes

VILLAGE WOODS AT LA CITA

A SUBDIVISION OF A PORTION OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 35 EAST, AND BEING A REPLAT OF TRACT D, AS SHOWN ON THE PLAT OF VILLAGE GROVE OF LA CITA, PHASE 1, UNIT 1, AS RECORDED IN PLAT BOOK 35, PAGE 51, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND ALL OF THE ABOVE LYING IN SECTION 15, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF TRACT D AS SHOWN ON THE PLAT OF VILLAGE GROVE OF LA CITA, PHASE 1, UNIT 1, AS RECORDED IN PLAT BOOK 35, PAGE 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.03°06'08"W., ALONG THE WEST LINE OF SAID TRACT D, 120.44 FEET TO THE SOUTHWEST CORNER THEREOF AND SAID POINT LYING ON THE NORTH RIGHT OF WAY LINE OF LA CITA LANE AND THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 748.60 FEET, AND TO WHICH POINT A RADIAL LINE BEARS N.13°52'44"E.; THENCE EASTERLY, ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°52'48", 11.50 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF THE AFOREMENTIONED PLAT OF VILLAGE GROVE OF LA CITA, PHASE 1, UNIT 1, AND SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3310.43 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.81°59'48"E.; THENCE ALONG THE BOUNDARIES OF SAID PLAT, THE FOLLOWING TWO COURSES AND DISTANCES; THENCE SOUTHERLY, ALONG THE ARC OF THE AFOREMENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°52'16", A DISTANCE OF 50.33 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 698.60 FEET, AND TO WHICH POINT, A RADIAL LINE BEARS N.15°12'48"E.; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°38'54", A DISTANCE OF 20.10 FEET TO THE NORTHEAST CORNER OF VILLAGE GROVE OF LA CITA, PHASE 1, UNIT 2, AS RECORDED IN PLAT BOOK 36, PAGE 29 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3290.43 FEET, AND TO WHICH POINT A RADIAL LINE BEARS S.81°09'38"E.; THENCE SOUTHERLY, ALONG THE EAST BOUNDARY OF SAID PLAT AND ALONG THE ARC OF SAID CIRCULAR CURVE, THROUGH A CENTRAL ANGLE OF 03°29'39", A DISTANCE OF 200.67 FEET TO A POINT LYING ON THE NORTH LINE OF "THE ORIVING RANGE PARCEL" DESCRIBED IN OFFICIAL RECORDS BOOK 2515, PAGE 2293 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID PARCEL, THE FOLLOWING TWO COURSES AND DISTANCES; THENCE S.89°04'30"E., 227.66 FEET; THENCE S.00°55'30"W., 1009.88 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF COUNTRY CLUB DRIVE AS SHOWN ON THE PLAT OF LA CITA SECTION SIX, AS RECORDED IN PLAT BOOK 31, PAGE 38 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE, SOUTHWESTERLY, HAVING A RADIUS OF 680.00 FEET, AND TO WHICH POINT, A RADIAL LINE BEARS N.27°07'44"E.; THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES AND DISTANCES; THENCE SOUTHEASTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE OF 15°49'07", A DISTANCE OF 187.74 FEET TO THE POINT OF TANGENCY; THENCE S.47°03'10"E., 560.22 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AND TO WHICH POINT A RADIAL LINE BEARS S.42°56'50"W.; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N.42°56'50"E., 10.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 332.94 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°56'07", A DISTANCE OF 307.60 FEET TO THE POINT OF TANGENCY; THENCE N.09°59'17"W., 132.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°12'07", A DISTANCE OF 132.22 FEET TO THE POINT OF TANGENCY; THENCE N.10°12'50"E., 40.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 295.97 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°57'40", A DISTANCE OF 258.08 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1146.52 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°17'45", A DISTANCE OF 286.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 268.62 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°22'38", A DISTANCE OF 147.11 FEET TO A POINT LYING ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF CAMELOT ESTATES - A CONDOMINIUM, PHASE EIGHTEEN, AS RECORDED IN OFFICIAL RECORDS BOOK 2597, PAGE 1055 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.89°23'29"E., ALONG SAID LINE, 13.18 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID CAMELOT ESTATES - A CONDOMINIUM, PHASE EIGHTEEN; THENCE N.09°13'31"W., ALONG THE WEST LINE OF CAMELOT ESTATES - A CONDOMINIUM, PHASES EIGHTEEN, THIRTEEN, TWELVE AND ELEVEN AS RECORDED IN OFFICIAL RECORDS BOOKS 2597, PAGE 1065, 2551, PAGE 1727, 2540, PAGE 36 AND 2523, PAGE 2873 RESPECTIVELY, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 693.78 FEET TO A POINT LYING ON THE SOUTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1286, PAGE 71 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.89°23'29"W., ALONG SAID LINE 329.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 61 LOTS AND 17.119 ACRES MORE OR LESS.

BK3175Pg2713

EXHIBIT "A"

UNSUBMITTABLE