



CITY OF TITUSVILLE

PLANNING AND ZONING COMMISSION

AGENDA

Regular Meeting

December 4, 2024 - 6:00 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

All persons who anticipate speaking on any Public Hearing item must fill out an Oath Card to be heard on that agenda item and sign the oath contained thereon. These cards are located on the table near the entrance to the Council Chamber or may be obtained from the Recording Secretary. This meeting will be conducted in accordance to the procedures adopted in Resolution #24-1997

Those speaking in favor of a request will be heard first, those opposed will be heard second, and those who wish to make a public comment on the item will speak third. The applicant may make a brief rebuttal if necessary. A representative from either side, for or against, may cross-examine a witness.

Anyone who speaks is considered a witness. If you have photographs, sketches, or documents that you desire for the Commission to consider, they must be submitted into evidence and will be retained by the City. Please submit such exhibits to the Recording Secretary.

1. CALL TO ORDER

2. ROLL CALL

3. DETERMINATION OF A QUORUM

4. APPROVAL OF MINUTES

A. Minutes November 6, 2024

Approve Minutes

5. QUASI-JUDICIAL CONFIRMATION PROCEDURES

6. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

7. OLD BUSINESS

8. NEW BUSINESS

A. Miscellaneous

1. Small Scale Comprehensive Plan Map Amendment (SSA) No. 8-2024 - 1717 Barna Avenue - Royal Manor Townhomes
2. Huntington Park - Final Plat
3. Tranquility, Phase 3 - Sketch Plat
4. Multi-family Infill Lots Ordinance
5. Ordinance No. 48-2024 - Annual update of the 5-Year Capital Improvements Schedule (2025-2029) relating to the Capital Improvement Element of the Comprehensive Plan.

9. PETITIONS AND REQUEST FROM THE PUBLIC PRESENT

10. REPORTS

A. City Staff

B. City Attorney

C. Chairman

D. Members

11. ADJOURNMENT

Any person who decides to appeal any decision of the Planning and Zoning Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Minutes November 6, 2024**
Department/Office: Planning

Recommended Action:

Approve Minutes

Summary Explanation & Background:

Alternatives:

Modify the Minutes.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. 11.06.24 Minutes Draft P&Z

The Planning and Zoning Commission (P&Z) of the City of Titusville, Florida met in regular session in City Hall Council Chamber located at 555 South Washington Avenue on Wednesday November 6, 2024 at 6:00 p.m.

XXX

Chairman Joseph Richardson called the meeting to order at 6:00 p.m. Present were Vice Chairman Dan Aton, Secretary Romie Grant, Member Megan Moscoso, Member Christopher Childs, Member Erron Fayson and Alternate John Rogers. Member Theodore Garrod, Alternate Member Michael Fendler, and School Board Member Jaqueline McLaughlin were absent. Also, in attendance were Principal Planner Eddy Galindo, Assistant City Attorney Chelsea Farrell and Recording Secretary Laurie Dargie.

XXX

Vice Chairman Aton made a motion to approve the minutes from the October 2, 2024 meeting as presented. Member Childs seconded. There was a unanimous voice vote in favor.

XXX

Quasi-Judicial Confirmation Procedures

XXX

Petitions and Requests from Public Present and Press

Toni Shifalo of Titusville, Florida came to congratulate Member Moscoso on winning the Council seat. Ms. Shifalo also voiced her concerns regarding the newly elected Mayor.

XXX

Consent Agenda Items

None

XXX

New Business

Consolidated Fees for the Development Applications and Legal Advertising Ordinance

Principal Planner Eddy Galindo gave an overview of this item.

The Planning and Zoning Commission members had a brief discussion regarding this ordinance.

Toni Shifalo of Titusville, Florida came to voice that she thinks the fees should remain as a separate fee from the application fees.

XXX

Vice Chairman Aton made a motion to recommend approval of the Consolidated Fees for Development Applications and Legal Advertising Ordinance as presented. Secretary Grant seconded.

Roll call was as follows:

Vice Chairman Aton	Yes
Member Childs	Yes
Member Moscoso	Yes
Secretary Grant	Yes
Member Rogers	Yes
Member Fayson	Yes
Chairman Richardson	Yes

Motion passed.

XXX

Presentation on “The Indian River Lagoon, A Treasure Worth Saving by Titusville Environmental Commission Chair – Laurilee Thompson

Laurilee Thompson gave a PowerPoint Presentation and provided in depth environmental information pertaining to the health of the Indian River Lagoon and the impacts that development has had on the lagoon over the years.

The Planning and Zoning Commission members had a discussion with Ms. Thompson about the presentation.

Ms. Thompson suggested that the City of Titusville look into grants to have a feasibility study done to find out exactly what can be done regarding the prevention of stormwater going into the Indian River Lagoon.

Bob Truett (no public speaking card provided) of Titusville came to speak about his concerns with flooding around his home.

XXX

Old Business

None

XXX

Petitions & Requests

None

XXX

Reports
None

XXX

Adjournment 7:50pm

DRAFT

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission

From:

Subject: **Miscellaneous**

Department/Office:

Recommended Action:

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

None

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Small Scale Comprehensive Plan Map Amendment (SSA)
No. 8-2024 -1717 Barna Avenue - Royal Manor
Townhomes**
Department/Office: Planning

Recommended Action:

Conduct the public hearing and make recommendation on Small Scale Comprehensive Plan Amendment (SSA) 8-2024.

Recommend approval of SSA. No. 8-2024 to amend the FLUM by changing the future land use designation from Low Density Residential to the Medium Density Residential on 5.74+/- acres of property identified by Brevard County Parcel ID Nos. 22-35-09-03-*21.02 and 22-35-09-03-*21.03, as described in Exhibit A of the ordinance.

This Ordinance is a legislative item.

Recommend denial of the rezoning with concept plan from the Single-Family Medium Density (R-1B) to the Multifamily High Density Residential (R-3) zoning designation. **As an alternative, staff recommends approval of the rezoning from the Single-Family Medium Density (R-1B) to the Multifamily Medium Density (R-2) zoning district, consistent with the Small Scale Amendment.**

This Ordinance is a quasi-judicial item.

A public hearing will be held by City Council on January 14, 2025.

Summary Explanation & Background:

The Applicant, Rodney M. Honeycutt, P.E. Honeycutt & Assoc, Inc. on behalf of Ken A. Miller and Carleen M. Miller, is requesting a Small-Scale Comprehensive Plan Amendment (SSA) with rezoning on approximately 5.74+/- acres of land located near the northeast corner of the intersection of Barna Avenue and Day Street for purposes of constructing a multifamily residential development consisting of forty-three (43) townhome units. The request intends to change the current future land use designation from Low Density Residential to Medium Density Residential and rezone the property from Single-Family Medium Density (R-1B) to Multifamily High Density Residential (R-3) to support the intended multifamily development.

The subject property is made up of two parcels consisting of approximately 5.74+/- acres. The larger parcel is located along Barna Avenue and is intersected by Majestic Court. The second smaller parcel to the south is located at the northeast intersection of Barna Avenue and Day St. The property is part of the King Land Company North One-half Subdivision which was platted in 1914. In the mid-2000's a subdivision plan containing sixteen (16) single family lots was previously approved by the city. The Majestic Court roadway was installed and a stormwater pond with supporting infrastructure was also constructed on the property. The project did not move forward, and the previous approval has subsequently expired. The property has since remained vacant. The owner believes the current price of single family housing is no longer affordable and has stated that a townhome development will provide more affordable housing opportunities when compared to single family housing.

Alternatives:

1. Approve the amendment and rezoning.
2. Do not approve the amendment and rezoning.
3. Other action.

Item Budgeted:

NA

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Staff Report
2. Application SSA
3. Application Rezoning
4. FLU Ordinance
5. REZ Ordinance
6. Concept Plan
7. Survey
8. MAPS
9. Concurrency Assessment - MDR with R-3 & Concept Plan
10. Concurrency Assessment - MDR with Alt. R-2
11. Environmental Letter
12. Traffic
13. School Concurrency



City of Titusville

Planning Department Staff Report

Small Scale Comprehensive Plan Map Amendment with Rezoning

SSA No. 8-2024, 1717 BARNA AVENUE – ROYAL MANOR TOWNHOMES

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	December 4, 2024
City Council First Ordinance Reading	December 10, 2024
City Council Public Hearing	January 14, 2025

Prepared By: Christie Anderson, AICP – Senior Planner

Applicant(s): Rodney M Honeycutt, PE Honeycutt & Assoc, Inc. on behalf of Ken A. Miller and Carleen M. Miller, Owners.

Applicant's Request: **SSA:** Amend the Comprehensive Plan Future Land Use Map by replacing the Low Density Residential future land use designation with the Medium Density Residential future land use designation.

REZ: Amend the zoning map by replacing the Single-Family Medium Density (R-1B) zoning district to the Multifamily High Density Residential (R-3) zoning district on approximately 5.74+/- acres of property.

Staff Recommendation: **SSA:** Approve the Small Scale Comprehensive Plan Amendment. This recommendation is based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-23 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes.

REZ: Deny the rezoning with concept plan from the Single-Family Medium Density (R-1B) to the Multifamily High Density Residential (R-3) zoning designation. **As an alternative, staff recommends approval of the rezoning from the Single-Family Medium Density (R-1B) to the Multifamily Medium Density (R-2) zoning district consistent with the Small Scale Amendment.** This

recommendation is based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes.

BACKGROUND INFORMATION

The Applicant is requesting a Small-Scale Comprehensive Plan Amendment (SSA) with rezoning on approximately 5.74+/- acres of land located near the northeast corner of the intersection of Barna Avenue and Day Street for purposes of constructing a multifamily residential development consisting of forty-three (43) townhome units. The request intends to change the current future land use designation from Low Density Residential to Medium Density Residential and rezone the property from Single-Family Medium Density (R-1B) to Multifamily High Density Residential (R-3) to support the intended multifamily development.

The subject property is made up of two parcels consisting of approximately 5.74+/- acres. The larger parcel is located along Barna Avenue and is intersected by Majestic Court. The second smaller parcel to the south is located at the northeast intersection of Barna Avenue and Day St. The property is part of the King Land Company North One-half Subdivision which was platted in 1914. In the mid-2000's a subdivision plan containing sixteen (16) single family lots was previously approved by the city. The Majestic Court roadway was installed and a stormwater pond with supporting infrastructure was also constructed on the property. The project did not move forward, and the previous approval has subsequently expired. The property has since remained vacant. The owner believes the current price of single family housing is no longer affordable and has stated that a townhome development will provide more affordable housing opportunities when compared to single family housing.

PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant	Low Density Residential [5 du/ac]	Single-Family Medium Density (R-1B)

Proposed Use, Future Land Use, and Zoning

Proposed Use	Future Land Use	Zoning
Multifamily Residential (Townhomes)	Medium Density Residential [10 du/ac]	Multi-Family High Density Residential (R-3)

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Single-Family Residence	Low Density Residential	Single-Family Medium Density (R-1B)
South	(Day Street) Single-Family Residences	Low Density Residential	Single-Family Medium Density (R-1B)
East	Single-Family Residences	Low Density Residential	Single-Family Medium Density (R-1B)
West	(Barna Avenue) Single-Family Residences	Low Density Residential	Single-Family Medium Density (R-1B)

STAFF ANALYSIS

General Information:

The purpose of the land use amendment and rezoning is to construct a multifamily residential development consisting of forty-three (43) townhome units on individually platted lots. A concept plan has been provided with the request. The proposed townhome units will be two stories in height and will be twenty (20) feet wide and approximately fifty-five (55) feet deep with a minimum floor area of nine hundred (900) square feet. The townhome units will also include a private garage. The development will include a stormwater treatment and retention area and will provide four (4) foot-wide sidewalks and a mail kiosk. The proposed concept plan encompasses two parcels and will require a unity of title for all properties subject to the submitted concept plan. It should be noted that Section 34-39(c)-Submittals, states:

“An applicant for a change of zoning may voluntarily submit a concept plan in support of their request. Such conceptual plan, if presented at either the public hearing conducted by the Planning and Zoning Commission or the City Council, shall be deemed to have been relied upon by both such bodies in reaching its decision concerning the request. A concept plan voluntarily submitted will be deemed binding on an applicant, assigns, heirs and successors in title or possession of the lot, tract or parcel of land. Requests to modify the concept plan, other than the specified use, may be executed by the Administrator in cases where the modification is classified as a minor modification in Development Review Procedures Manual, Section 6.3.3 Modification Classification Table. Except for minor modifications to the conceptual plan, substantial modifications are considered non-administrative and shall require approval from the City Council with recommendation from the Planning and Zoning Commission through the rezoning process.”

Townhomes are permitted use within the requested Multifamily High Density Residential (R-3) zoning district. The total area of the development is 5.74+/- acres. The maximum residential density permitted in the R-3 zoning district is fifteen (15) units per acre. The existing Single Family Medium Density Residential (R-1B) zoning district permits single-family dwellings at a density of five and eight-tenths (5.8) dwelling units per acre. The existing Low Density Residential future land use further limits the density to a maximum of five (5) dwelling units per acre and the Medium Density Residential limits density to ten (10) dwelling units per acre.

Townhomes are low scale multifamily developments suitable to the area and can be accommodated into areas surrounded by low density residential land uses. The medium density residential land use is a compatible and appropriate land use with a maximum of ten (10) dwelling units per acre. The proposed concept plan limits the townhome development to a maximum of forty-three (43) units at seven and one-half (7.5) units per acre. The proposed development would increase the potential buildout of the property from a maximum of twenty-eight (28) single family residential units to a maximum of forty-three (43) multifamily residential units. The chart below provides the maximum density of the 5.74+/- property under the existing low density residential and the proposed medium density residential land use.

Proposed Density	Low Density Residential	Medium Density Residential
43 units	28 unit	57 units
7.5 du/ac	5 du/ac	10 du/ac

The Multifamily Medium Density Residential (R-2) zoning district would also allow townhomes at the requested density of 7.5 du/ac; however, the minimum lot width for townhomes within the R-2 zoning district is twenty-four (24) feet. The applicant is proposing a minimum lot width of twenty (20) feet which is four (4) feet less than the required lot width minimum of the R-2 zoning district; therefore, the applicant is requesting R-3 zoning in order to allow townhome lots with a minimum lot width of twenty (20) feet.

The Titusville Future Land Use/Zoning Consistency Matrix contained within LDR Ch. 27, Article III. Sec. 27-21., provides the consistent land uses designations for all zoning districts. According to the consistency matrix the proposed R-3 zoning district is not consistent with the Medium Density Residential Land Use. The R-2 zoning district would be a consistent and appropriate alternative to the proposed R-3 zoning. If the R-2 zoning district is adopted, then a variance would be required in order to reduce the lot width proposed on the concept plan from the required minimum twenty-four (24) feet to twenty (20) feet. The comparison chart below provides the minimum townhome lot requirements for both the R-2 and R-3 zoning districts.

Zoning Standards	Multifamily Medium Density (R-2)	Multifamily High Density (R-3)
Lot Area	3,000 sq. ft.	2,000 sq. ft.
Lot Width	24-feet	20-feet

The subject property and all abutting properties were designated their current future land use and zoning designations in 1993 as part of the implementation of the 1988 Comprehensive Plan Adoption and has remained unchanged. The property is not located within the Area of Critical Concern.

COMPREHENSIVE PLAN AMENDMENT (CPA) REVIEW

Future Land Use Map Amendment Sprawl Criteria

The following list is the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to urban sprawl [Section 34-23 of the LDR].

1. The extent to which the proposed amendment is contiguous to an existing development area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment.

1 *Staff Comment:* The subject property is bounded on all sides by existing development. The
2 property is part of the King Land Company North One-half Subdivision platted in 1914. The
3 King's Court Addition subdivision was platted in 1958 and is located to the north, The Kings
4 Court Heights Subdivision was platted in 1962 and is located to the east, the Whispering
5 Hills Country Club Estates, Section 3 Subdivision was platted in 1964 and is located to the
6 south, and The Golfview Estates Subdivision was platted in 1956 and is located to the west.

- 7 2. The extent to which population growth and development trends warrant an amendment,
8 including an analysis of vested and approved but unbuilt development.

9 *Staff Comment:* The city has experienced a population growth rate of approximately 1% to
10 1.2% per year. The land use amendment and rezoning could accommodate a population
11 increase of 96+/- residents.

- 12 3. The extent to which adequate infrastructure to accommodate the proposed amendment
13 exists, or is programmed and funded through an adopted capital improvement schedule, or
14 will be privately financed through a binding executed agreement, or will otherwise be
15 provided at the time of development impacts as required by law.

16 *Staff Comment:* There is adequate water and sewer service to serve the development.
17 Access to the development will be provided by an existing roadway (Majestic Court).
18 Storm-drain facilities and stormwater treatment and retention systems are in place and will
19 be reevaluated at site plan submittal. The drainage level of service will also be reviewed
20 and required as part of the engineering review of the project and will be designed
21 consistent with the minimum level of service standards. According to the City's
22 concurrency assessment Barna Avenue, a collector roadway per Sec. 9.3 of the
23 Transportation Technical Manual, can accommodate the additional volume.

- 24 4. The extent to which the amendment will result in an efficient use of public funds needed for
25 the provision of new infrastructure and services related to it.

26 *Staff Comment:* The subject property is located adjacent to existing facilities. The
27 amendment is not anticipated to require new publicly funded infrastructure to serve the
28 site.

- 29 5. The extent to which the amendment will not result in a sprawl development pattern as
30 determined by Chapter 163, Florida Statutes, and will not discourage infilling of more
31 appropriate areas available for development within existing Development Area Boundaries;
32 and

33 *Staff Comment:* The subject property is bounded on all sides by existing development and
34 utilities are available. The amendment is unlikely to result in urban sprawl as defined in
35 Chapter 163, which is characterized by a low density, automobile-dependent development
36 pattern requiring the inefficient extension of public facilities.

- 37 6. The extent to which the amendment will result in a sustainable development pattern through
38 a balance of land uses that is internally interrelated, demonstrates an efficient use of land,
39 ensures compatible development adjacent to agriculture lands, protects environmental
40 qualities and characteristics, provides interconnectivity of roadways, supports the use of
41 non-automobile modes of transportation, and appropriately addresses the infrastructure
42 needs of the community.

43 *Staff Comment:* The subject property is located at the northeast intersection of Barna
44 Avenue and Day Street. There is an existing private roadway (Majestic Court) located
45 within the property. Majestic Court will be dedicated as a public roadway. Barna Avenue
46 is a collector roadway and Day Street is a local roadway per Sec. 9.3 of the Transportation

1 *Technical Manual. Adequate sewer and water facilities are available to service the proposed*
2 *development. Storm-drain facilities and stormwater treatment and retention systems have*
3 *been previously constructed and will be reevaluated at the time of site plan submittal.*

- 4 7. The extent to which the amendment results in positive market, economic and fiscal benefits
5 of the area as demonstrated through a market demand analysis, economic impact analysis
6 and fiscal impact analysis.

7 Staff Comment: *The general area is primarily residential, and a townhome development may*
8 *be considered as a needed and more affordable alternative to detached single family*
9 *housing. A market demand analysis was not provided by the applicant.*

10 **Consistency with the Comprehensive Plan**

11 The following is an analysis of the consistency of the request with the City's Comprehensive Plan.
12 The request for a Comprehensive Plan Amendment and rezoning is consistent with the
13 Comprehensive Plan and more specifically with the following objectives and policies of the
14 Comprehensive Plan.

15 Future Land Use Element [FLUE] Policy 1.14.1: Sites for residential development shall be
16 located throughout the City in a variety of residential zoning classifications, which provide for
17 a variety of lot sizes, floor areas, setbacks, and residential densities.

18 Staff Comment: *The proposed medium density multifamily residential land use and*
19 *multifamily high density zoning are adjacent to low density residential land uses and*
20 *Single-Family Medium Density (R-1B) zoning; however, the general area does include a*
21 *mixture of residential zoning classifications, including, Single-Family High Density (R-1C),*
22 *Multifamily Medium Density Residential (R-2), and Multifamily High Density Residential*
23 *(R-3). The concept plan provided by the applicant limits the development to forty-three*
24 *(43) individually platted townhome units at seven and one-half (7.5) dwelling units per*
25 *acre. The proposed townhome units will be two stories in height and will be twenty (20)*
26 *feet wide and approximately fifty-five (55) feet deep with a minimum floor area of nine*
27 *hundred (900) square feet. The townhome units will also include a private garage.*

28 [FLUE] Policy 1.14.5: Medium density residential uses (maximum 10 units per acre) shall
29 consider existing and proposed land uses to ensure compatibility. Further, such densities
30 shall be located adjacent to at least a collector street, unless the property is located along the
31 following local road, which already has a multi-family development pattern and is capable of
32 supporting higher density: Rock Pit Road (from Tropic Street to South Street).

33 Staff Comment: *The proposed land use with a maximum of ten (10) units per acre is*
34 *compatible with the surrounding land uses with five (5) units per acre on a collector road.*
35 *The property will include a street to Barna Avenue, a collector road.*

36 [FLUE] Policy 1.14.8: Negative impacts of residential land uses on environmentally sensitive
37 areas shall be minimized. The Conservation Element objectives and policies shall be utilized
38 in determining the appropriateness of residential land uses designation and the specific
39 intensity of use authorized by land development regulations.

40 Staff Comment: *The subject property is primarily wooded; however, a portion of the*
41 *property was cleared in the mid 2000's when the Majestic Court roadway was installed,*
42 *and the stormwater treatments, retention systems and utilities were put in place. The*

existing infrastructure will be reevaluated at the time of site plan submittal and will require permitting by the appropriate agencies.

[FLUE] Policy 1.17.1: The following items shall be addressed in the analysis of the land use changes: Surrounding uses; Surrounding zoning; Acreage; Description of site; Soils and topography; Flood zone; Recharge potential; Traffic counts on adjacent streets; and Impact on adopted levels of service; Water supply availability.

Staff Comment: The subject property is adjacent to single family residences with Low density land use and Single-Family Medium Density (R-1B) zoning; however, the general area does include a mixture of single family residences, patio homes, and low rise apartments. The surrounding residential zoning classifications, including, Single-Family Medium Density (R-1B), Single-Family High Density (R-1C), Multifamily Medium Density Residential (R-2), and Multifamily High Density Residential (R-3). The R-2 and R-3 zoning districts allows a maximum building coverage of up to 50%. The amendment and associated concept plan will permit a residential buildout potential of forty-three (43) townhome units on 5.74+/- acres (7.5 du/ac).

The property is located within Flood Zone X (area of minimal flood hazard). A soils map is included in the agenda item for this request. The site currently has connections to an eight-inch sewer gravity main and a six-inch water main along Day Street with adequate water and sewer service to serve a build-out scenario of forty-three (43) multifamily units. Water and sewer laterals have also been installed along the Majestic Court roadway. The existing infrastructure will be reevaluated at the time of site plan submittal. Barna Avenue, a collector roadway can accommodate the additional volume according to the City's concurrency assessment.

Conservation Element [CE] GOAL 1: To preserve and enhance the quality of the natural environment through preservation, conservation, and appropriate management of the vital natural resources, including air, water (both potable and surface), biotic and factors that affect energy conservation.

Staff Comment: New residential developments must address potential impacts on wildlife habitats and protected species and obtain permits through the appropriate state agencies [Objective 1.1]. The subject property received a permit from the St. Johns River Water Management District (SJRWMD) in the mid-2000's for a single family subdivision. At that time there were no wetlands nor endangered species identified by the SJRWMD (Permit No. 42-009-96574-1). The City's Code describes the requirements for stormwater systems as part of new development [Objective 1.12]. All previously constructed infrastructure will be reevaluated at the time of site plan submittal and will require permitting by the appropriate agencies.

REZONING REVIEW

Zoning Review Criteria

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to zoning.

The following are staff's findings:

1. Comprehensive Plan Consistency Statement.

Staff Comment: The following review is based on both the application request for the R-3 zoning district and the alternative R-2 district. The review is based on approval of the Medium Density Residential land use category. According to the Land Use/Zoning Matrix described in Chapter 27 of the LDRs, the R-3 zoning district does not appear to be consistent with the Medium Density Residential land use category. The R-3 permits up to 15 dwelling units per acre and the Medium Density Residential land use permits up to 10 units per acre. If the R-3 is approved, then the number of residential units cannot exceed the maximum of the land use of 10 units per acre. The R-2 district appears to be consistent and is a better alternative. The R-2 is listed under the Medium Density Residential category per the Land Use/Zoning matrix. The maximum number of residential units permitted in the R-2 is 9 units per acre.

Maximum residential density per acre if the Medium Density Residential land use category is approved	R-3	R-2	Concept Plan
	10 du/ac [max 57 units]	9 du/ac [max 51 units]	7.5 du/ac [max 43 units]
Townhome lot width	20-feet wide	24-feet wide	20-feet wide
Townhome lot size	2,000 sq. ft.	3,000 sq. ft.	2,000 sq. ft.

- 1.1. Public facilities are available and concurrent with the land use change per the Comprehensive Plan and Concurrency provisions of the LDRs.

Staff Comment: The property is within the City's urban service area. The site currently has connections to an eight-inch sewer gravity main and a six-inch water main along Day Street with adequate water and sewer service to serve a build out scenario of forty-three (43) multifamily units. Water and sewer laterals have also been installed along the Majestic Court roadway. The existing infrastructure will be reevaluated at the time of site plan submittal. Barna Avenue, a collector roadway can accommodate the additional volume according to the City's concurrency assessment. Reclaimed water is not available.

Transportation Impact.

Staff Comment: The concept plan provides one (1) main access point on Barna Avenue which is classified as a collector roadways per Sec. 9.3 of the Transportation Technical Manual. Based upon the 11th Edition ITE Manual, approximately 345 average daily trips (ADT) could be generated with the use and should not cause a concurrency related level of service issue on the surrounding roadways. Specific impacts will be evaluated with the submittal of the sketch plat.

Solid Waste.

Staff Comment: Solid waste services are available to serve this property.

Schools.

Staff Comment: A School Impact Analysis Capacity Determination (CD-2024-09) has been issued by the School Board of Brevard County for the proposed development. The analysis has concluded that "At this time, Apollo Elementary, Andrew Jackson Middle School and Titusville High School are projected to have enough capacity for the total of projected and potential students from the Royal

1 *Manor Townhomes development.” It should be noted that a Concurrency*
2 *Determination is required to be performed by the School District before issuance*
3 *of a final development order.*

4 1.2. Public streets are adequate to access the property.

5 Staff Comment: *The subject property has frontage along Barna Avenue and Day Street.*
6 *The proposed concept plan illustrates that the access point for the development will be*
7 *on Barna Avenue. No secondary access point is proposed.*

8 1.3. The land will support the proposed development.

9 Staff Comment: *The subject property is located within Flood Zone X (area of minimal*
10 *flood hazard). A soils map is included in the agenda item for this request.*

11 1.4. Environmental impact.

12 Staff Comment: *The subject property is primarily wooded; however, a portion of the*
13 *property was cleared in the mid-2000’s when the Majestic Court roadway was installed,*
14 *and storm drain facilities and stormwater treatment, and retention systems were*
15 *constructed. At that time, the subject property did receive a permit from the St. Johns*
16 *River Water Management District (SJRWMD) Permit No. 42-009-96574-1, and there*
17 *were no wetlands nor endangered species identified by the SJRWMD. The permit has*
18 *since expired, and the development will be required to obtain a new permit from the*
19 *SJRWMD.*

- 20 2. The existing zoning, if deemed consistent with the Comprehensive Plan, shall be presumed
21 correct unless substantial change in the area has occurred since the original zoning.

22 Staff Comment: *The subject property and all abutting properties were designated their*
23 *current future land use and zoning designations in 1993 as part of the implementation of*
24 *the 1988 Comprehensive Plan Adoption and has remained unchanged.*

- 25 3. The density or intensity of the proposed rezoning and use shall be consistent with:

26 3.1. The development in the area.

27 Staff Comment: *The predominant development pattern in the area is residential*
28 *consisting of a mixture of single family residences, patio homes, and multifamily*
29 *apartments. The Brevard County Veterans Cemetery and the Country Acres Children’s*
30 *Home are also located east of the subject property along Day Street. The proposed*
31 *multifamily residential development is compatible with the surrounding residential uses*
32 *in the area.*

33 3.2. Not likely to cause a depreciation of property values in the area.

34 Staff Comment: *The addition of multifamily townhome residences is not likely to cause*
35 *a depreciation of property values in the area.*

- 36 4. The application is consistent with zoning in the area.

Staff Comment: The property is predominantly surrounded by Single Family Medium Density Residential (R-1B) zoning with a mixture of Single Family High Density Residential (R-1C), Multifamily Medium Density Residential (R-2), Multifamily High Density Residential (R-3), and Public (P) zoning. The LDR's purpose statement provided for the proposed R-3 zoning district describes the district as "intended to allow the development of a variety of housing types at a maximum density of fifteen (15) units per acre. This district is further intended to satisfy the need for a high concentration of population, is located adjacent to arterial or collector streets and is well served by public services and facilities." The purpose statement further states, "When adjacent to R-1 zoning districts, the development within the district shall be designed carefully to provide maximum compatibility with adjacent development by proper architectural design, landscaping, screening, and parking."

Alternatively, the Multifamily Medium Density (R-2) zoning would be more appropriate to the adjacent zoning and surrounding development pattern of the general area. The LDR's purpose statement provided for the R-2 zoning district (9 du/ac) describes the district as "intended to allow the erection of a variety of housing types at a maximum density of nine (9) units per acre. This district is designed to allow development adjacent to arterial or collector streets and is well served by public services and facilities. When adjacent to R-1 zoning districts, the development within this district shall be designed carefully to provide maximum compatibility with adjacent development by proper architectural design, landscaping, screening and parking."

The proposed concept plan limits the development to a maximum of forty-three (43) two-story town home units (7.5 du/ac). The proposed concept plan also illustrates that the development will have one (1) main access point on to Barna Avenue. Barna Avenue is a collector roadway under Sec. 9.3 of the Transportation Technical Manual. Townhomes are low scale multifamily developments suitable to the area and can be accommodated into areas surrounded by low density residential land uses. The existing zoning within the surrounding area has remained unchanged since the 1993 citywide rezoning ordinance.

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: The character of the area is a mixture of and single family residential and multifamily residential. The Multifamily High Density Residential (R-3) zoning would allow 20-foot wide townhomes lots. The Multifamily Medium Density Residential (R-2) zoning would allow 24-foot wide townhome lots. The concept plan proposes forty-three (43) townhome units. The size and number of townhome lots do not appear to have any apparent detriment to the public safety and welfare of the general area.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: Multifamily developments are required to provide a Type B buffer (20 feet in width) around the perimeter of the development and adjacent to public rights of ways under Sec. 30-337. A sketch plat and site plan will be required for the townhome development consistent with the Land Development Regulations, including screening and other performance standards.

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: The existing zoning would allow a maximum of twenty-eight (28) single family residences. There are no substantial reasons why the property cannot be used within the existing zoning.

COMMUNITY ENGAGEMENT MEETING - LDR Section 34-14

Staff Comment: A community engagement meeting was held by the applicant on March 21, 2024.

FINDINGS:

1. The comprehensive plan future land use map amendment is consistent with the City's comprehensive plan. The medium Density Residential land use is compatible with the surrounding residential land uses and is adjacent to a collector road.
2. The Future Land Use/Zoning Consistency Matrix contained within LDR Ch. 27, Article III. Sec. 27-21 lists the R-2 and not the R-3 as appropriate under the Medium Density Residential land use category.
3. Approval of the R-3 zoning would effectively have a maximum density of 10 dwelling units per acre. The R-3 would allow townhome lots to be 20-feet wide and 2,000 square feet.
4. The R-2 is more compatible with the surrounding areas. The R-2 would require the concept plan to be redesigned with 24-foot wide and 3,000 square foot townhome lots.

RECOMMENDATION:

Comprehensive Plan Amendment Recommendation: Approve the amendment to the Comprehensive Plan Future Land Use Map by changing the future land use designation from Low Density Residential to Medium Density Residential. This recommendation is based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-23 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes.

Rezoning Recommendation: Deny the rezoning with concept plan from the Single-Family Medium Density (R-1B) to the Multifamily High Density Residential (R-3) zoning designation on 5.74+/- acres of property located at 1717 Barna Avenue, having Parcel I.D.s 22-35-09-03-*-21.02 and 22-35-09-03-*-21.03. **As an alternative, staff recommends approval of the rezoning from the Single-Family Medium Density (R-1B) to the Multifamily Medium Density (R-2) zoning district consistent with the Small Scale Amendment.** This recommendation is based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes.



Gateway to Nature & Space



APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Annexation	Does the request include an annexation?		☐ Yes ☒ No
2. Regular or Small Scale Amendment	Regular Amendment (CPA) Property 50 acres or greater ☐	Small Scale Amendment (SSA) Property less than 50 acres ☒	
3. Project Information	Project Name ROYAL MANOR TOWNHOMES		Property Address/Location Description 1717 BARN A AVENUE
4. Applicant / Owner	Name of Applicant/Contact Rodney Honeycutt, PE Honeycutt &		Name of Owner Ken A & Carleen M Miller
	Street Address 3700 S Washington Avenue		Street Address PO Box 33
	City	State	Zip
	Titusville	FL	32780
	Telephone # Fax #		Telephone # Fax #
	E-Mail Address rodney@honeycutt.cc		E-Mail Address millerken033@gmail.com
5. Applicant Status	☐ Owner ☐ Tenant ☒ Agent ☐ Other		
6. Parcel ID	22-35-09-03-*21.02; 22-35-09-03-*	Tax Acct.	2204544; 2204545
7. Site Size (Attach Legal Description)	Acres: 5.74 Square Feet: 250,034		
8. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:		
	SUBJECT SITE: _____		
	NORTH:	Single family residence	
	SOUTH:	Single family across Day Street	
	EAST:	Single family residence	
	WEST:	Single family across Barna Avenue	

9. Current Designation	Future Land Use: Low Density Residential	Zoning: R-1B
10. Proposed Designations	Future Land Use: Medium Density residential	Zoning: R-3
11. Subject Property	Current Use: Vacant with existing roadway	Proposed Use: Townhomes
12. Note any previous amendments on the site	Site was previously approved for a single family subdivision	
13. Check other applications submitted	Conditional Use ☐ Vacation of Easement ☐ Vacation of Right of Way ☐ Site Plan ☐	Master Plan Approval ☐ Rezoning ☒ Subdivision/Plat ☐ Other:
14. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) The site is currently zoned for single family. A subdivision plan containing 16 single family lots was previously approved but the approval has expired. The owner believes the current price of single family housing is no longer affordable and desires to change the future land use to medium density residential for a more affordable townhome subdivision. Medium density residential allows 10 units per acre; the site density could be 57.4 units however, a concept plan is being provided that limits the number of units to 43 or less than 8 units per acre. There were no wetlands nor endangered species identified by the SJRWMD in the permit issued for the single family subdivision (permit # 42-009-96574-1).	

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day.**
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the schedule noted above.
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ Rodney M Honeycutt
(Signature*)

11-14-24
(Date)

** By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date Received: _____

Accepted by: _____



Gateway to Nature & Space



SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 4)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☒
2.	Warranty Deed	☒
3.	Notarized Owner Authorization Form (If applicable)	☒
4.	Legal Description (from a certified survey in Microsoft Word format)	☒
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format.	☒
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. <i>Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is \$35.00.</i>	☒
7.	Additional site-specific data as necessary to describe any impacts to conservation / wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations.	☒
8.	Traffic counts and Level of Service (LOS) on streets providing access to subject property may be required by the City. A determination of the needed information will be provided by the City prior to submittal of the request.	☐
9.	Pre-Application Meeting Held – Date: Staff in Attendance:	☒
10.	Preliminary School Concurrency Determination Submitted. Contact Brevard County Public Schools, David Lindemann to receive this application for completion. Lindemann.David@BrevardSchools.org	☒
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☒

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 4)

In order to illustrate the proposed use of the property to be rezoned, the applicant is encouraged to submit a conceptual site plan in support of the proposal. If a conceptual site plan or developer's agreement is not provided with the application, the City shall review the application based on the most intensive land use and the maximum intensity and/or density within the zoning district requested within the application. If a conceptual site plan is submitted, the following information shall be provided:

1.	A vicinity map indicating the general location of the abutting streets and utilities.	☒
2.	General information regarding the existing site conditions and physical characteristics, adjacent community facilities and public utilities, and surrounding property conditions.	☒
3.	General description of the proposed development including the total acreage, the proposed number of buildings, or the number of units.	☒
4.	The location of existing buildings and structures including the dimensions.	☒
5.	The means of ingress and egress to the project.	☒
6.	General location and dimension of all existing and proposed parking and/or loading areas.	☒
7.	Information showing approximate location of all structures and major features, setbacks, distance between structures and property lines, floor areas, width of driveways, parking spaces, property or lot lines, percent of property or lot lines, percent of property coverage.	☒



Gateway to Nature & Space



APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name ROYAL MANOR TOWNHOMES	Property Address/Location Description 1717 BARNA AVENUE	
2. Type of Request	Rezoning (REZ) ☒	Planned Development (PD) ☐	Master Plan (MP) ☐
2. Applicant/ Owner	Name of Applicant/Contact Rodney M Honeycutt, PE Honeycutt & Assoc, Inc	Name of Owner Ken A & Carleen M Miller	
	Street Address 3700 S Washington Avenue	Street Address PO Box 33	
	City State Zip Titusville FL 32780	City State Zip Titusville FL 32781	
	Telephone #	Telephone #	
	Fax #	Fax #	
	E-Mail Address rodney@honeycutt.cc	E-Mail Address millerken033@gmail.com	
3. Applicant Status	☐ Owner ☐ Tenant ☒ Agent ☐ Other		
4. Parcel ID	22-35-09-03-*-21.02; 22-35-09-03-*-21.03	Tax Acct.	2204544; 2204545
5. Site Size	Acres: 5.74 Square Feet: 250,034		
6. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:		
	SUBJECT SITE:		
	NORTH:	Single family residence	
	SOUTH:	Single family across Day Street	
	EAST:	Single family residence	
	WEST:	Single family across Barna Avenue	

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ Rodney M Honeycutt, PE
(Signature*)

11-14-24
(Date)

** By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: _____

Accepted by: _____



Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 5 and 6)



Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☒
2.	Warranty Deed	☒
3.	Notarized Owner Authorization Form (If applicable)	☒
4.	Legal Description (from a certified survey in Microsoft Word format)	☒
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	☒
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. <i>Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is \$35.00.</i>	☒
7.	For Planned Development and Master Plan applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements.	☐
8.	For Planned Development and Master Plan applications, a Planned Development Ordinance establishing the development standards for the Planned Development.	☐
9.	For Master Plan applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations.	☐
10.	Pre-Application Meeting Date: Staff in Attendance:	☒
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☒

Conceptual Site Plan Checklist
(Development Review Procedures Manual Section 5 and 6)

THE CONCEPTUAL SITE PLAN SHALL INCLUDE THE FOLLOWING:

1.	All information required for a sketch plat. (if applicable)	☒
2.	Development plan identifying the location and acreage of each component and district of the project, including the location and placement of proposed land uses by type and density, density, layout of lots, open space designation, location of landscape buffer areas required by these regulations, recreational facilities, commercial uses, other permitted uses, off-street parking and loading locations and refuse collection locations.	☒
3.	Development plans showing access and buffer areas (both external and internal) to the development and how pedestrian and other non-motoring travel will be safely integrated.	☒
4.	Tabulations of acreage devoted to each use and total gross acreage of the project. These tabulations shall include acreage totals for each use, open space designations, recreation facilities, streets, parks, schools and other uses. Within these tabulations, information relative to the total number and type of residential units, the residential density for each type of unit, and the overall residential density of the project shall be provided.	☒
5.	An environmental component, including maps and analyses, which determine the effect of the proposed development upon the conservation/preservation of native habitat, wildlife, floodplains, recreation advantages wetlands and other natural resources.	☒
6.	Documentation as to the impact of the proposed development on the levels of service for roads, potable water, sanitary sewer, solid waste drainage, parks and any other public facilities and services. (Preliminary Concurrency Analysis)	☒
7.	A stormwater management plan with sufficient detail included to demonstrate that the proposed development can comply with the requirements of the Land Development Regulations.	☒
8.	The location of existing buildings and structures including the dimensions.	☒

APPLICATION FOR REZONING

ITEM 13 NARATIVE

The site is currently zoned R-1B. A subdivision plan containing 16 single family lots was previously approved but the approval has expired. The owner believes the current price of single family housing is no longer affordable and desires to change the zoning to multifamily for a more affordable townhome subdivision. The proposed townhome units will be 20' wide which requires rezoning to R-3. The maximum density in R-3 is 15 units per acre which would allow 86 units; however a concept plan is being provided that limits the number of units to 43 which is less than 8 units per acre. R-2 zoning allows 9 units per acre however the minimum unit width is 24'; four feet wider than the proposed townhome units.

ORDINANCE NO. __-2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BARNA AVENUE AND DAY STREET FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON 5.74+/- ACRES OF PROPERTY HAVING PARCEL ID NOS. 22-35-09-03-*21.02 AND 22-35-09-03-*21.03; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville, pursuant to Chapter 163, Florida Statutes, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a first and second public hearing has been held on the Comprehensive Plan amendments before the Local Planning Agency and the local governing body; and

WHEREAS, the City of Titusville finds that said Comprehensive Plan Amendment has been processed in accordance with the applicable law and desires to amend the Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED by the City of Titusville, Florida as follows:

SECTION 1: RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. The City of Titusville's Comprehensive Plan is hereby amended by adopting Small Scale Comprehensive Plan Amendment #8-2024 and amends its Future Land Use Map, by changing the land use designation of on land located at the northeast corner of the intersection of Barna Avenue and Day Street from Low Density Residential to Medium Density Residential on 5.74+/- acres of property; having parcel ID Nos. 22-35-09-03-*21.02 and 22-35-09-03-*21.03; as described in Exhibit A.

SECTION 3. SEVERABILITY. If any provisions of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect 31 days after adoption pursuant to Section 163.3187(5)(c) Florida Statutes.

PASSED AND ADOPTED, this ____ day of _____, 2025.

Andrew Connors, Mayor

ATTEST:

WANDA F. WELLS, CITY CLERK

Exhibit A

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THE SAME PROPERTY DESCRIBED COLLECTIVELY AS PARCELS 2 AND 3 IN OFFICIAL RECORDS BOOK 5192, PAGE 3220 AND SAID PARCELS BEING A PART OF LOTS 21 AND 22 AS SHOWN ON THE PLAT OF THE KING LAND COMPANY SUBDIVISION OF NORTH ONE-HALF SEC. 9, T. 22 S.; R. 35 E. AS RECORDED IN PLAT BOOK 2, PAGE 21 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 OF SAID PLAT OF THE KING LAND COMPANY SUBDIVISION OF NORTH ONE-HALF SEC. 9, T. 22 S.; R. 35 E.; THENCE N.89°58'16"E., ALONG THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 29.10 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BARNA AVENUE AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°58'16"E., ALONG THE NORTH RIGHT OF WAY LINE OF DAY STREET AND ALONG THE SOUTH LINE OF SAID LOTS 21 AND 22, A DISTANCE OF 630.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21 AND THE SOUTHWEST CORNER OF THE PLAT OF KINGS COURT HEIGHTS AS RECORDED IN PLAT BOOK 17, PAGE 69 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.00°10'05"W., ALONG THE EAST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID PLAT OF KINGS COURT HEIGHTS, 396.00 FEET; THENCE S.89°58'16"W., 631.11 FEET TO A POINT LYING ON THE AFORESAID EAST RIGHT OF WAY LINE OF BARNA AVENUE; THENCE S.00°12'20"E., ALONG SAID RIGHT OF WAY LINE, 396.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.74 ACRES MORE OR LESS.

ORDINANCE NO. ■-2024

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING CLASSIFICATION ON LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BARNA AVENUE AND DAY STREET FROM THE SINGLE-FAMILY MEDIUM DENSITY (R-1B) ZONING DISTRICT TO THE MULTIFAMILY HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT ON 5.74+/- ACRES OF PROPERTY; HAVING PARCEL ID NOS. 22-35-09-03-*21.02 AND 22-35-09-03-*21.03; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received an application for a rezoning from certain property owners; and

WHEREAS, a first and second public hearing has been held on the rezoning before the Local Planning Agency and the local governing body and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said properties; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said properties; and

WHEREAS, the City Council of the City of Titusville desires to amend its Zoning Map.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. Ordinance No. 5-1993 is hereby amended by amending the Zoning Map of the City of Titusville, made a part of said Ordinance by reference, by designating the following property described in Exhibit A presently zoned Single-Family Medium Density (R-1B) to Multifamily High Density Residential (R-3).

SECTION 3. This ordinance shall take effect simultaneously with the effective date of Small-Scale Amendment (SSA) No. 8-2024 contained in Ordinance ■-2024.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCORPORATION INTO CODE. This ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

PASSED AND ADOPTED this _____ day of _____, 2025.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

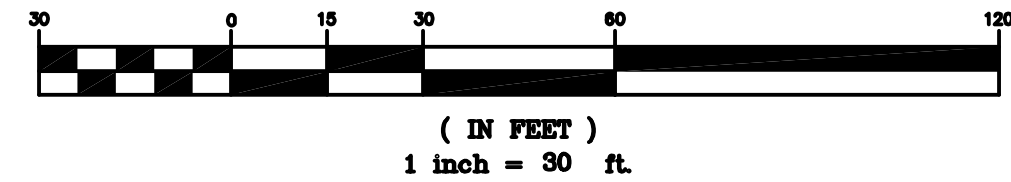
Exhibit A

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THE SAME PROPERTY DESCRIBED COLLECTIVELY AS PARCELS 2 AND 3 IN OFFICIAL RECORDS BOOK 5192, PAGE 3220 AND SAID PARCELS BEING A PART OF LOTS 21 AND 22 AS SHOWN ON THE PLAT OF THE KING LAND COMPANY SUBDIVISION OF NORTH ONE-HALF SEC. 9, T. 22 S.; R. 35 E. AS RECORDED IN PLAT BOOK 2, PAGE 21 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

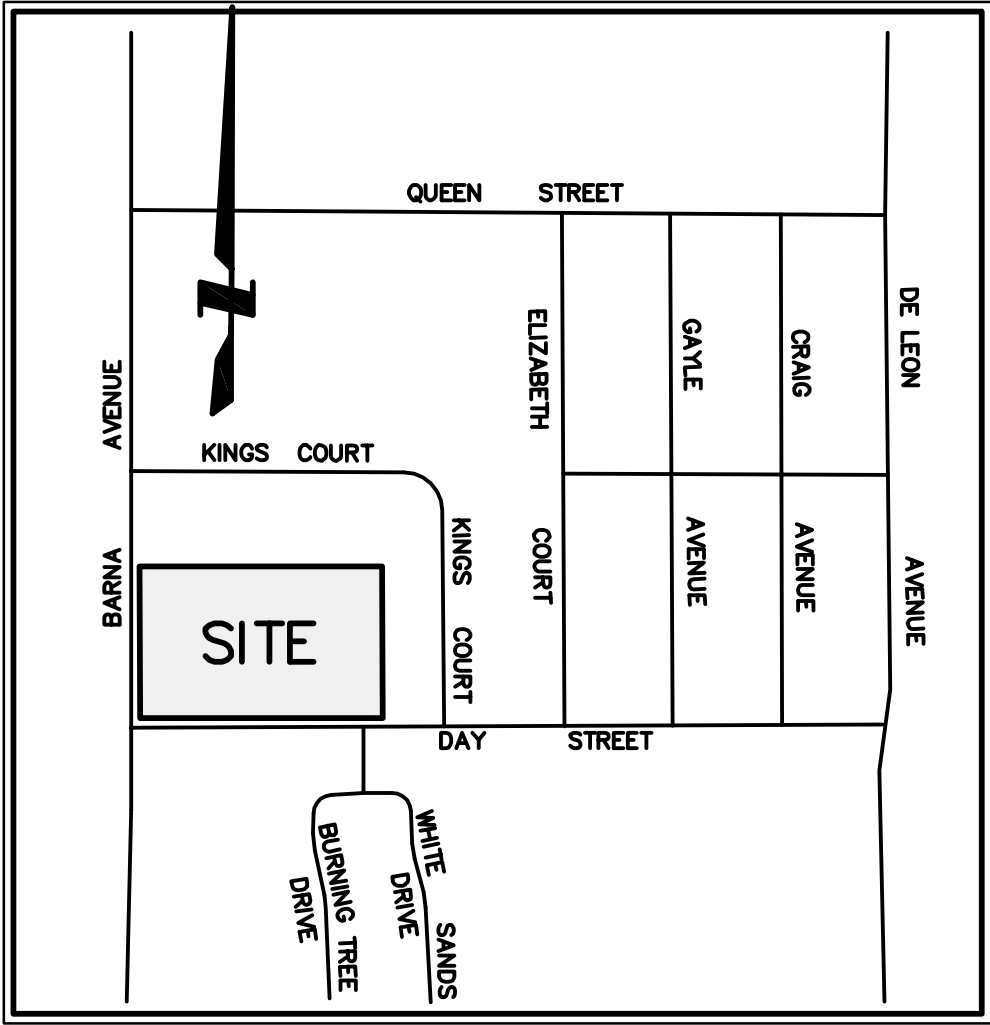
COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 OF SAID PLAT OF THE KING LAND COMPANY SUBDIVISION OF NORTH ONE-HALF SEC. 9, T. 22 S.; R. 35 E.; THENCE N.89°58'16"E., ALONG THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 29.10 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BARNA AVENUE AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°58'16"E., ALONG THE NORTH RIGHT OF WAY LINE OF DAY STREET AND ALONG THE SOUTH LINE OF SAID LOTS 21 AND 22, A DISTANCE OF 630.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21 AND THE SOUTHWEST CORNER OF THE PLAT OF KINGS COURT HEIGHTS AS RECORDED IN PLAT BOOK 17, PAGE 69 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.00°10'05"W., ALONG THE EAST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID PLAT OF KINGS COURT HEIGHTS, 396.00 FEET; THENCE S.89°58'16"W., 631.11 FEET TO A POINT LYING ON THE AFORESAID EAST RIGHT OF WAY LINE OF BARNA AVENUE; THENCE S.00°12'20"E., ALONG SAID RIGHT OF WAY LINE, 396.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5.74 ACRES MORE OR LESS.

BARNABY AVENUE



NOTES

1. MAJESTIC COURT IS AN EXISTING STREET CONSTRUCTED TO CITY STANDARDS.
2. PUBLIC POTABLE WATER AND SANITARY SEWER ARE IN PLACE. THERE WILL BE NEW WATER AND SEWER SERVICES. THE NEW WATER SERVICES WILL BE DESIGNED/PERMITTED IN THE SUBDIVISION REVIEW/PERMITTING PROCESS.
3. PUBLIC ROADWAY STORM DRAINAGE FACILITIES ARE IN PLACE. THERE IS AN EXISTING STORMWATER TREATMENT/RETENTION SYSTEM. THE EXISTING STORMWATER SYSTEM WILL BE EVALUATED/REVISED IF NECESSARY FOR THE ANY ADDITIONAL IMPERVIOUS AREAS. THIS WILL OCCUR IN THE SUBDIVISION REVIEW/PERMITTING PROCESS WITH THE CITY AND THE WATER MANAGEMENT DISTRICT.
4. THERE ARE NO EXISTING STRUCTURES ONSITE.
5. THE PROPOSED TOWNHOMES WILL HAVE A FOOTPRINT (LOWER FLOOR) OF 20 FEET MINIMUM IN WIDTH BY 55 FEET MAXIMUM DEPTH. THE UNITS WILL BE TWO STORY WITH A MINIMUM FLOOR AREA OF 900 SQUARE FEET. UNITS WILL HAVE A SINGLE VEHICLE GAGAGE.
6. UNIT DRIVEWAYS WILL GENERALLY BE 12 FEET WIDE.
7. THE PROJECT SITE IS 5.74 ACRES.
8. THE CONCEPT PLAN UNIT LAYOUT MAY VARY; HOWEVER THE MAXIMUM NUMBER OF UNITS WILL NOT EXCEED 43.



DATE	JOB NO. 25899	F.B. NO.	SCALE AS SHOWN	DRAWN	APPR. RHH	SUBMITTAL DATE
DATE	REVISION					CITY
						COUNTY
						SAYWID
						FDET
						FDET
						CLIENT
						OTHER
						OTHER
						OTHER
						OTHER

Honeycutt &
Associates, Inc.
ENGINEERS • PLANNERS



CONCEPT PLAN

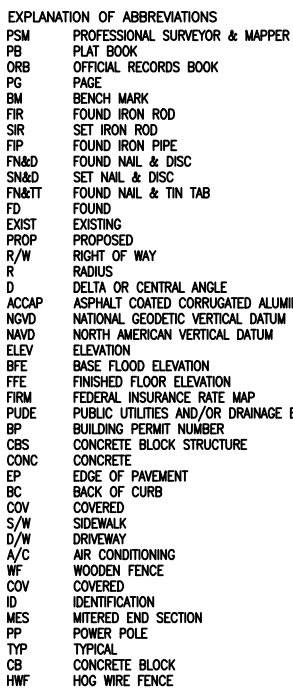
ROYAL MANOR TOWNHOMES

BREVARD

CITY OF TITUSVILLE

FLORIDA

SHEET NO: D-1
CADD FILE: MILLERSite.dwg
FILE NO: Sec09, T.22S, R.35E



SURVEYOR'S NOTES:

Unless otherwise noted, only platted easements are shown hereon.

P.U.D.E. denotes Public Utilities and Drainage Easement. P.U.E. denotes Public Utilities Easement.

No underground utilities or improvements were located unless otherwise shown.

Bearings shown hereon are based on the RIGHT OF WAY LINE OF BARNA AVENUE, being _____ S 001°22'00" E _____ according to the third of and may not be a true north azimuth.

This site appears to lie within _____ F.I.R.M. Zone "X" per Community Panel Number 12009C0205H dated 1/29/21.

A PARCEL OF LAND BEING THE SAME PROPERTY DESCRIBED COLLECTIVELY AS PARCELS 2 AND 3 IN
 OFFICIAL RECORDS BOOK 5192, PAGE 3220 AND SAID PARCELS BEING A PART OF LOTS 21 AND 22 AS
 SHOWN ON THE PLAT OF THE KING LAND COMPANY SUBDIVISION OF NORTH ONE-HALF SEC. 9, T. 22 S.
 R. 35 E. AS RECORDED IN PLAT BOOK 2, PAGE 21 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY,
 FLORIDA; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

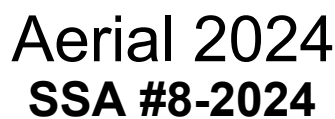
COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 OF SAID PLAT OF THE KING LAND COMPANY
 SUBDIVISION OF NORTH ONE-HALF SEC. 9, T. 22 S.; R. 35 E.; THENCE N.89°55'10"E., ALONG THE
 SOUTH LINE OF SAID LOT 22, A DISTANCE OF 28.10 FEET TO THE INTERSECTION WITH THE EAST RIGHT
 OF WAY LINE OF THE PLAT OF THE KING LAND COMPANY SUBDIVISION OF NORTH ONE-HALF SEC. 9, T. 22 S.,
 R. 35 E. BEING THE POINT OF BEGINNING OF THE PARCEL OF
 LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°55'10"E., ALONG THE NORTH RIGHT OF WAY
 LINE OF DAY STREET AND ALONG THE SOUTH LINE OF SAID LOTS 21 AND 22, A DISTANCE OF 630.85
 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21 AND THE SOUTHWEST CORNER OF THE PLAT OF
 KINGS COURT HEIGHTS AS RECORDED IN PLAT BOOK 17, PAGE 69 OF THE PUBLIC RECORDS OF
 BREVARD COUNTY, FLORIDA; THENCE N.0°01'05"W., ALONG THE EAST LINE OF SAID LOT 21 AND
 THE WEST LINE OF SAID PLAT OF KINGS COURT HEIGHTS, 396.00 FEET; THENCE S.80°58'16"W., 631.11
 FEET TO A POINT OF BEGINNING OF THE EAST RIGHT OF WAY LINE OF BARNHART AVENUE, THENCE
 S.00°12'20"E., ALONG SAID RIGHT OF WAY LINE, 396.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 5.74 ACRES MORE OR LESS.

PROSPECT STREET

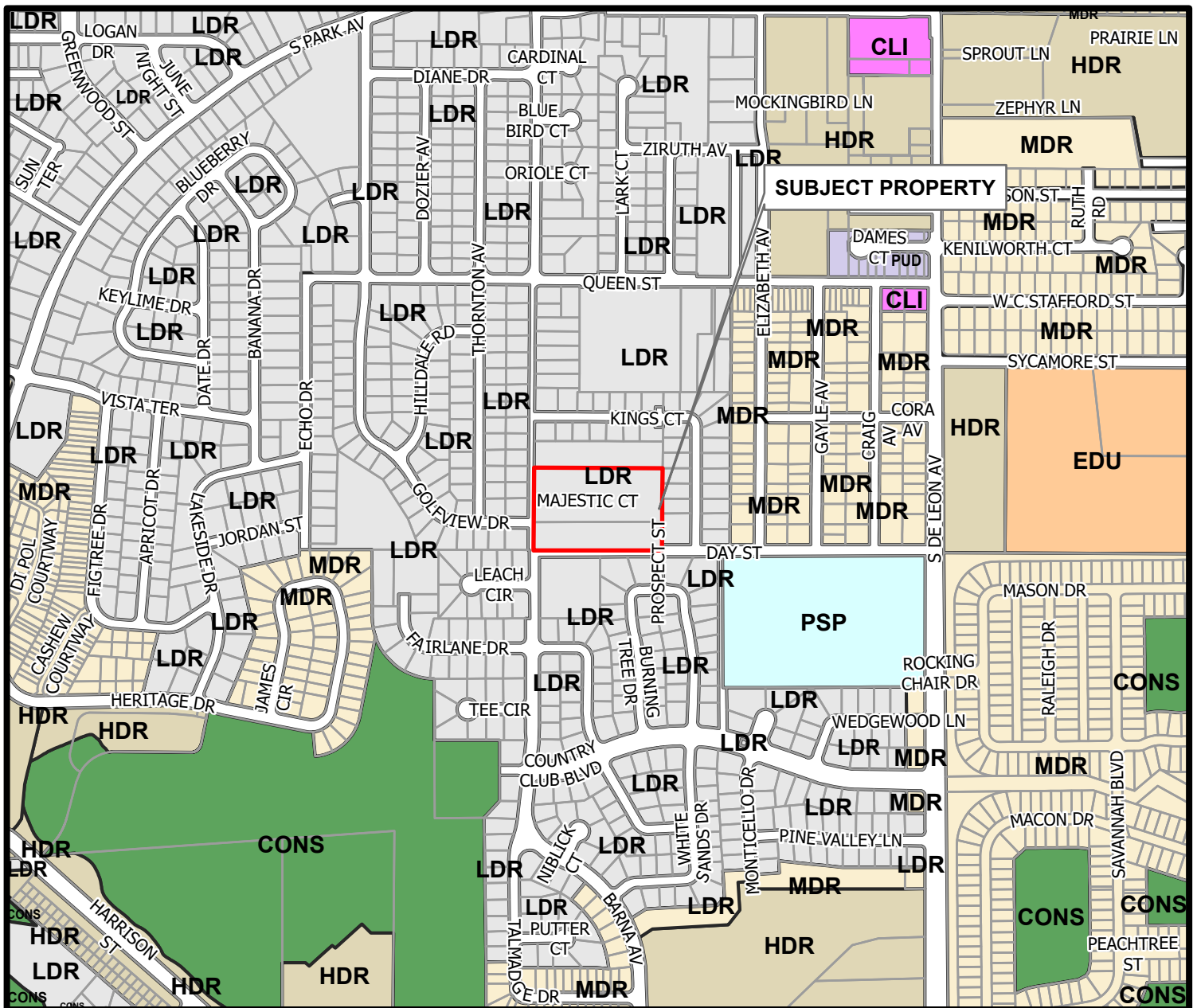
Section <u>09</u> , Township <u>22S</u> , Range <u>35E</u>	
BOUNDARY SURVEY	
Certified to: HONEYCUTT & ASSOCIATES	
I hereby certify that the survey shown hereon is true and correct to the best of my knowledge and belief, based on actual measurements taken in the field. This survey meets the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.	
James Zimmerman	Digitally signed by James Zimmerman Date: 2024.06.12 09:50:01 -0400
	James Zimmerman Professional Land Surveyor No. 6545 Certificate of Authorization No. 7540 State of Florida



MAJESTIC CT



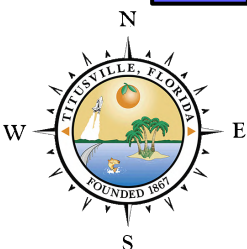
Page 40 of 163



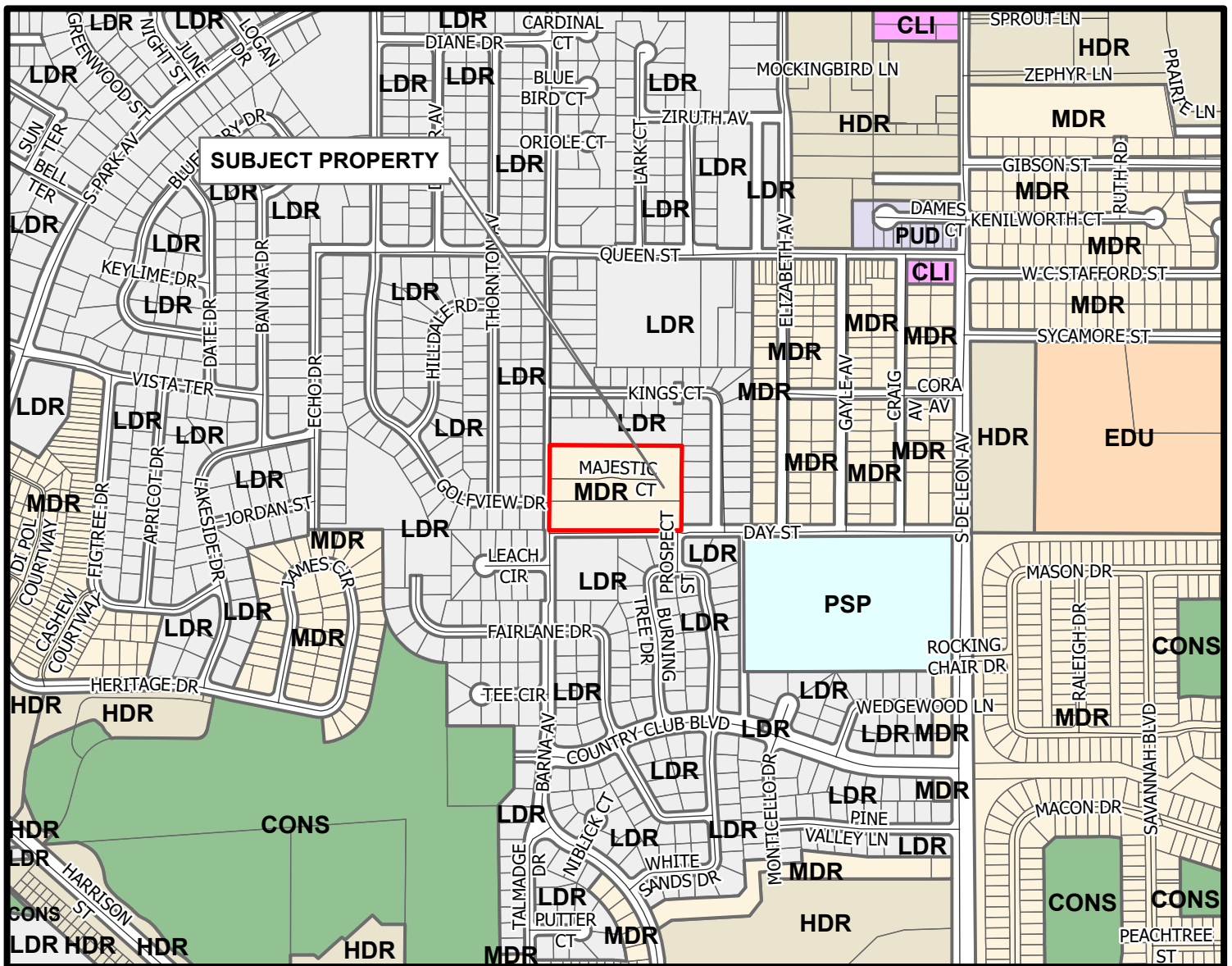
LOCATION OF PROPERTY AND FUTURE LAND USE MAP

CHI COMMERCIAL HIGH INTENSITY	ED EDUCATIONAL	PIP PLANNED INDUSTRIAL PARK	RES-2 RESIDENTIAL-2
CLI COMMERCIAL LOW INTENSITY	IND INDUSTRIAL	PSP PUBLIC/ SEMI-PUBLIC	RMU REGIONAL MIXED USE
CONS CONSERVATION	HDR HIGH-DENSITY RESIDENTIAL	PUD PLANNED UNIT DEVELOPMENT	SMU SHORELINE MIXED-USE
DMU DOWNTOWN MIXED-USE	MDR MEDIUM-DENSITY RESIDENTIAL	REC RECREATIONAL	UMU URBAN MIXED-USE
LDR LOW-DENSITY RESIDENTIAL		RES-1 RESIDENTIAL-1	US1 US-1 CORRIDOR

Subject

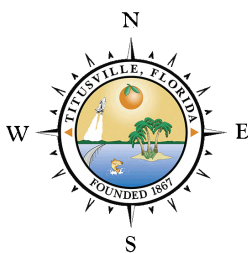


0 470 940 1,880 Feet



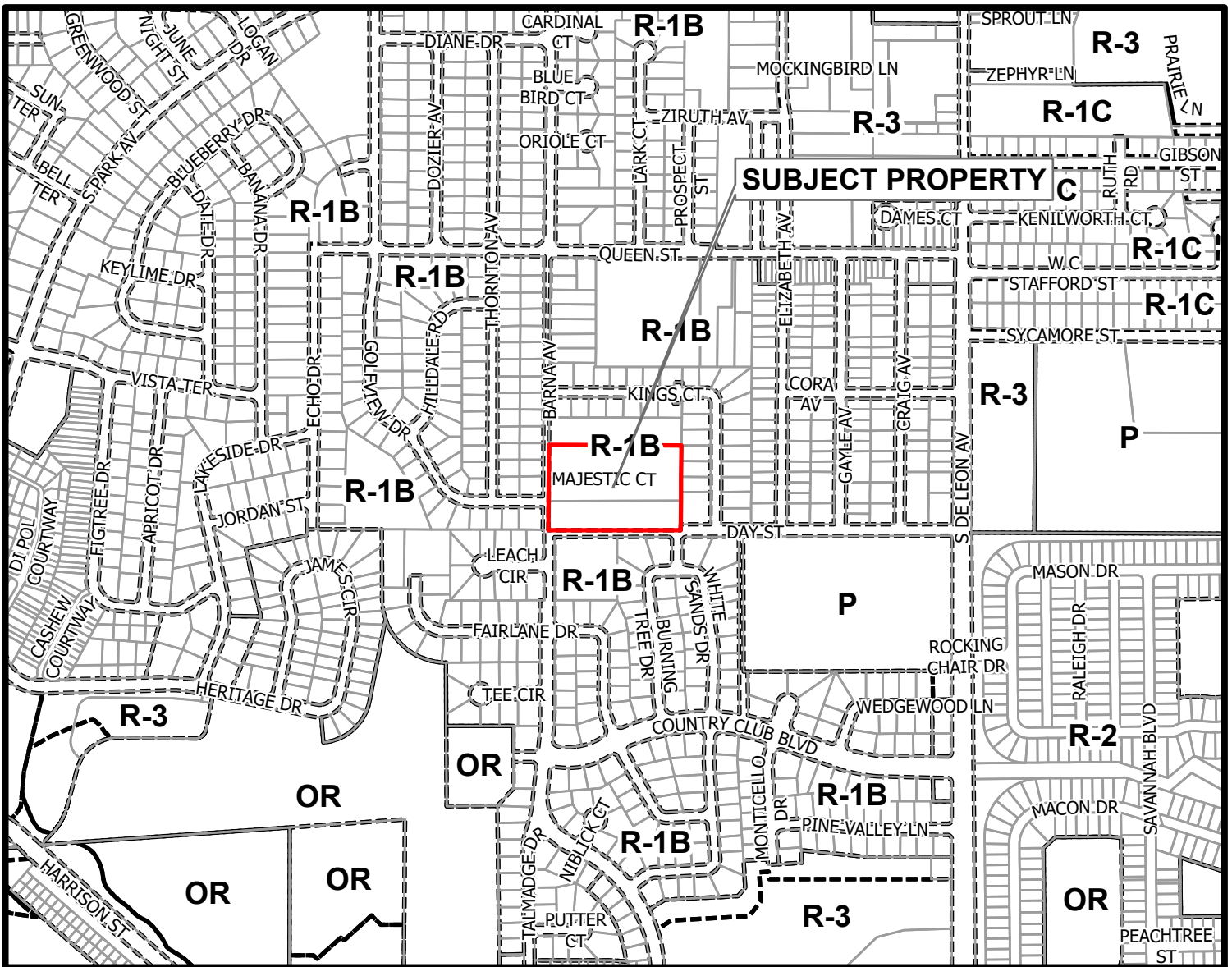
PROPOSED FUTURE LAND USE MAP

CHI COMMERCIAL HIGH INTENSITY	ED EDUCATIONAL	PIP PLANNED INDUSTRIAL PARK	RES-2 RESIDENTIAL-2
CLI COMMERCIAL LOW INTENSITY	IND INDUSTRIAL	PSP PUBLIC/ SEMI-PUBLIC	RMU REGIONAL MIXED USE
CONS CONSERVATION	HDR HIGH-DENSITY RESIDENTIAL	PUD PLANNED UNIT DEVELOPMENT	SMU SHORELINE MIXED-USE
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	LDR LOW-DENSITY RESIDENTIAL	RES-1 RESIDENTIAL-1	US1 US-1 CORRIDOR



Subject
 — Local Roads

0 370 740 1,480 Feet



ZONING MAP

RESIDENTIAL DISTRICTS

RE	RESIDENTIAL ESTATES
RR	RURAL RESIDENTIAL
R-1A	SINGLE FAMILY, LOW DENSITY
R-1B	SINGLE FAMILY, MEDIUM DENSITY
R-1C	SINGLE FAMILY, HIGH DENSITY
R-2	MULTIFAMILY, MEDIUM DENSITY
R-3	MULTIFAMILY, HIGH DENSITY
RMH-1	RESIDENTIAL MANUFACTURED HOUSING SUBDIVISION
RMH-2	RESIDENTIAL MANUFACTURED HOUSING PARK

COMMERCIAL DISTRICTS

HM	HOSPITAL MEDICAL
T	TOURIST
NC	NEIGHBORHOOD COMMERCIAL
CC	COMMUNITY COMMERCIAL
RC	REGIONAL COMMERCIAL
OP	OFFICE PROFESSIONAL

INDUSTRIAL DISTRICTS

M-1	LIGHT INDUSTRIAL SERVICES AND WAREHOUSING
M-2	HEAVY INDUSTRIAL
M-3	HIGHWAY INDUSTRIAL INFILL
PID	PLANNED INDUSTRIAL DEVELOPMENT

OVERLAY DISTRICTS

TSA	TITUSVILLE SHORELINE AREA
AIA	AIRPORT IMPACT AREA
WCA	WETLAND AND CONSERVATION AREA
ACC	AREA OF CRITICAL CONCERN
HPA	HISTORIC PRESERVATION AREA

SPECIAL DISTRICTS

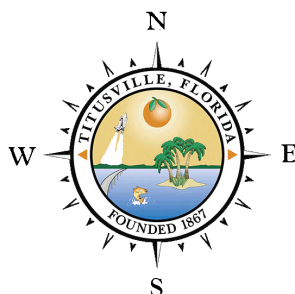
GU	GENERAL USE
OR	OPEN SPACE AND RECREATION
UMU	URBAN MIXED USE
SMU	SHORELINE MIXED USE
RHP	RESIDENTIAL HISTORIC PRESERVATION
RMU	REGIONAL MIXED USE
PD	PLANNED DEVELOPMENT
P	PUBLIC
UV	URBAN VILLAGE
DMU	DOWNTOWN MIXED USE
IRCN-R	INDIAN RIVER CITY NEIGHBORHOOD RESIDENTIAL
IRCN-C	INDIAN RIVER CITY NEIGHBORHOOD COMMERCIAL

Base Map

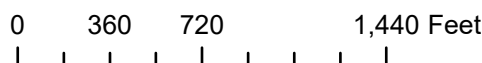
City Limits

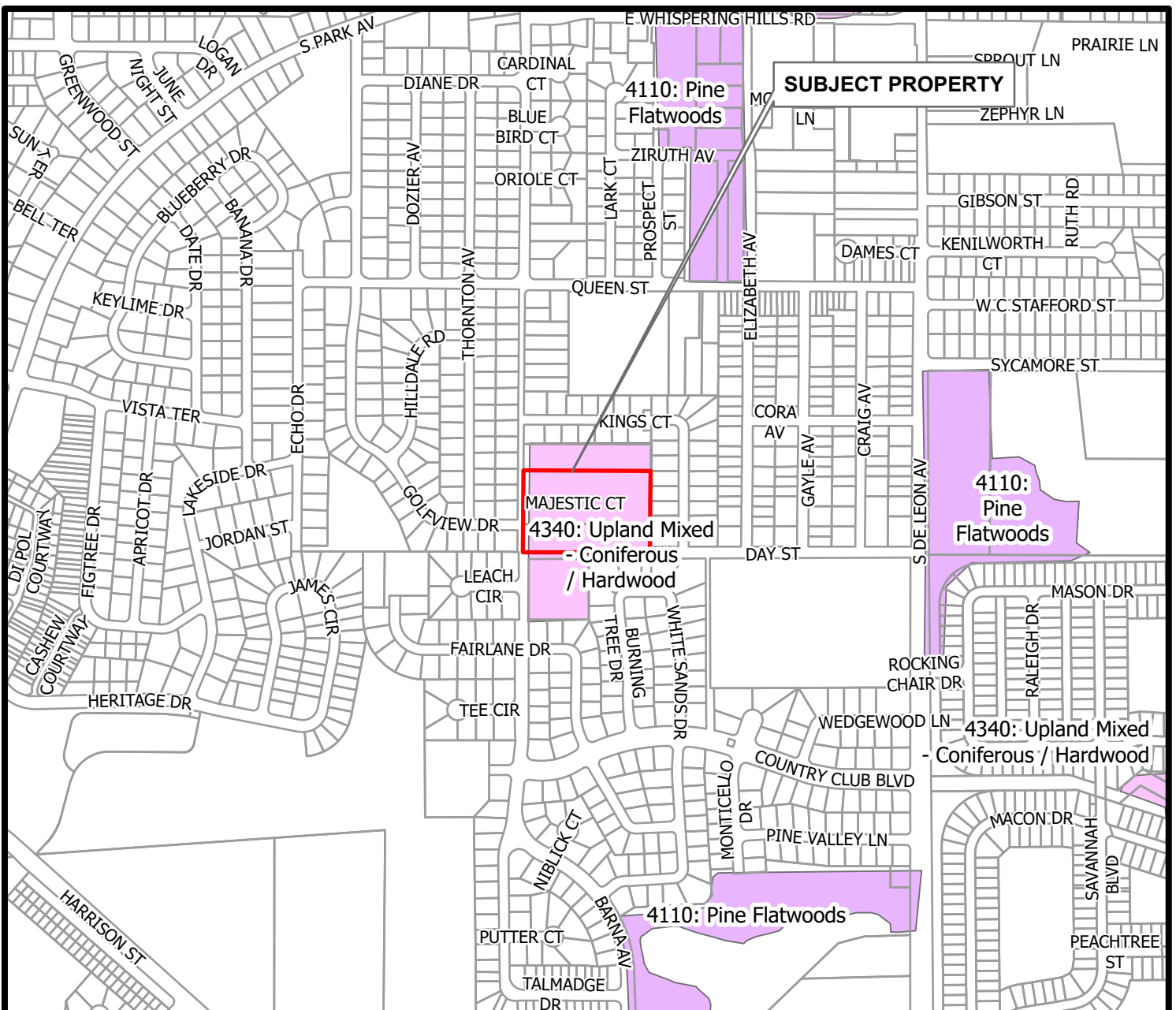
Zoning

Subject



SSA#8-2024





SJRWMD Florida Land Use Cover Classification System **Upland Forests - 4000 Series** **SSA#8-2024**

LANDCOVER DESCRIPTION

- 4110: Pine Flatwoods
- 4340: Upland Mixed - Coniferous / Hardwood

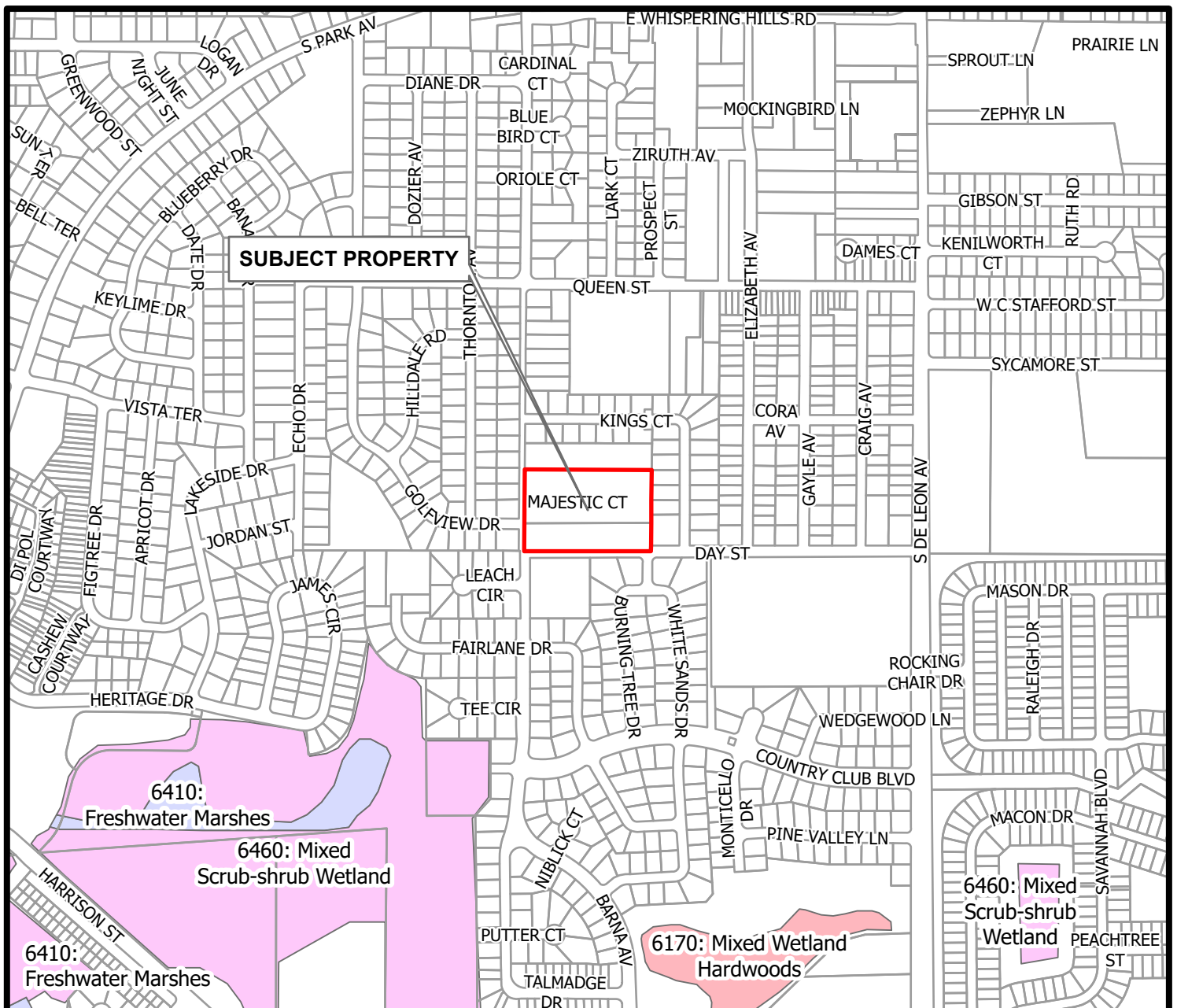


Community Development Department

0 370 740 1,480 Feet

10/4/2024

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District



SJRWMD Florida Land Use Cover Classification System Wetlands - 6000 Series

SSA #8-2024

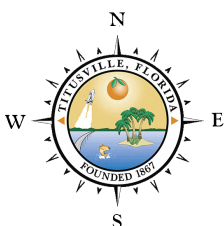
SJRWMD Land Cover 6000 Series

LANDCOVER DESCRIPTION

- 6170: Mixed Wetland Hardwood
- 6410: Freshwater Marshes

Base Map

- Parcels
- Subject



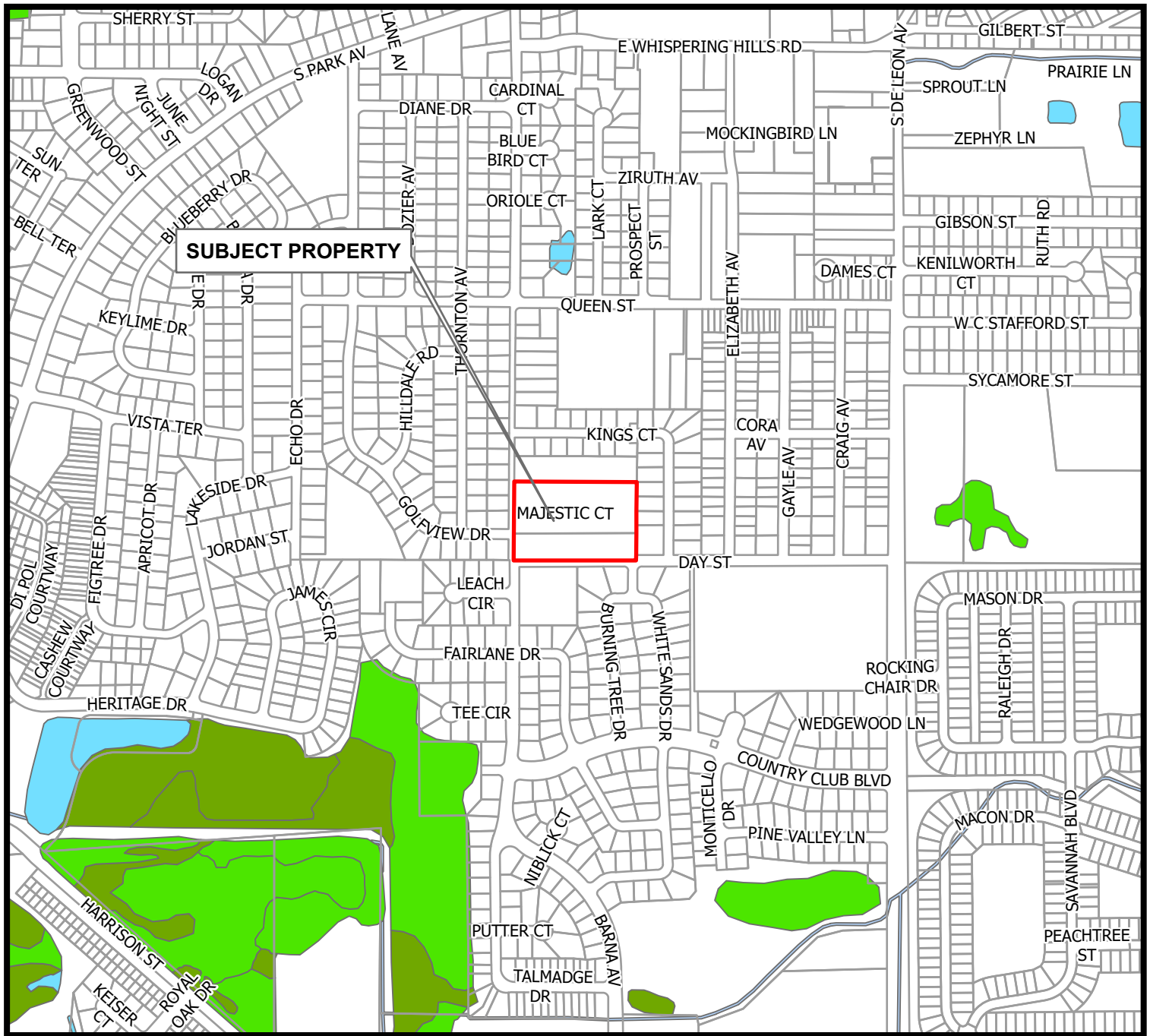
Community Development Department

0 365 730 1,460 Feet

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District

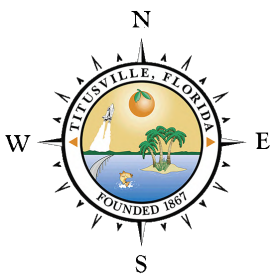
10/4/2024

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WETLANDS IN VICINITY OF PROPERTY

SSA#8-2024



WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland

- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

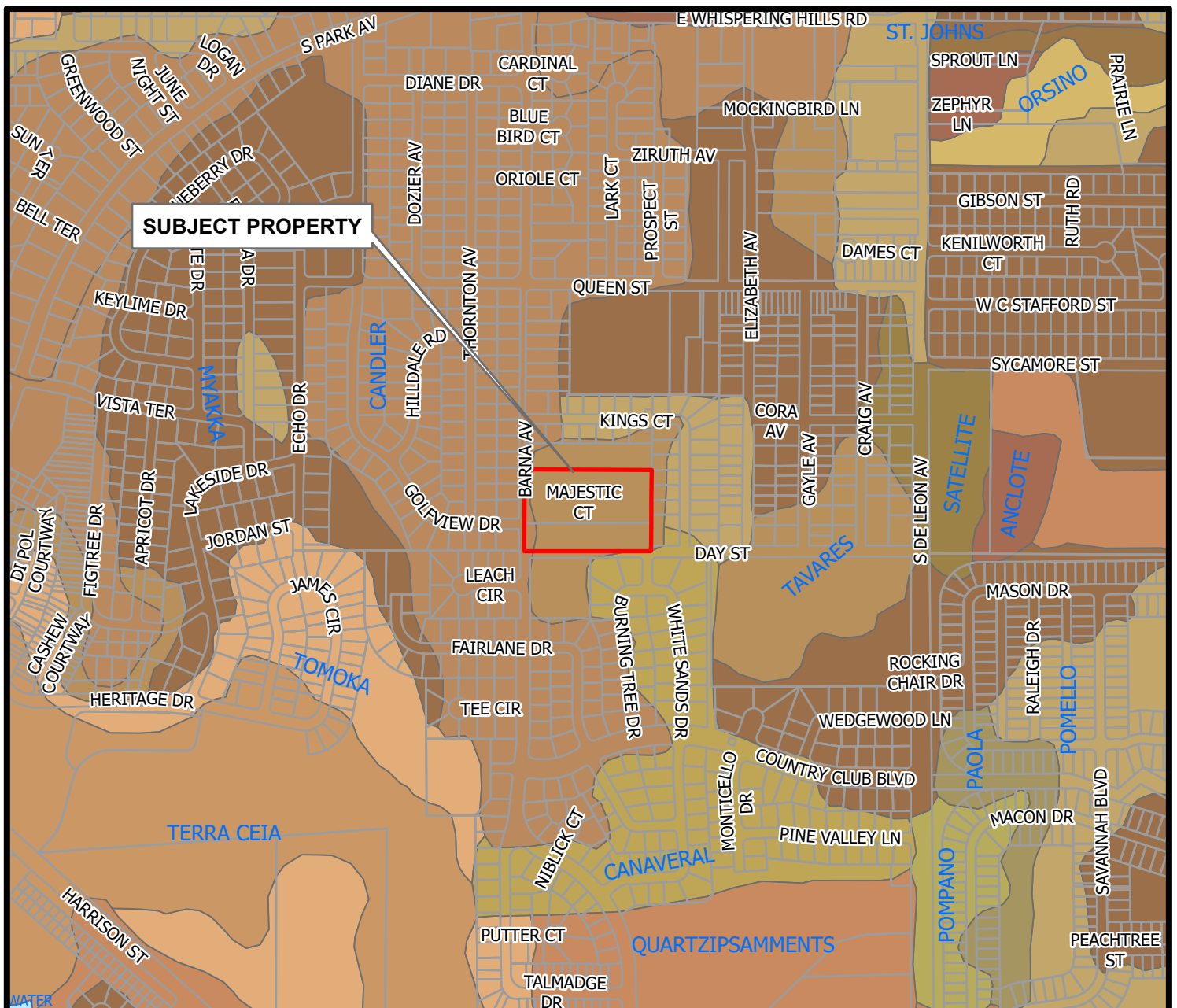
10/4/2024

Scale:1:9,000

Community Development Department
Source: USFWS NWI (2023)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.

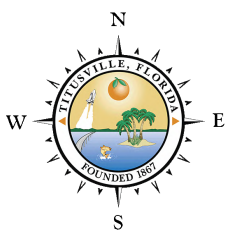
Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\Planning Maps\Planning Maps.aprx



SOILS IN THE VICINITY OF SUBJECT PROPERTY

SSA#8-2024

SoilName	PAOLA	TAVARES
ANCLOTE	POMELLO	TERRACEI
CANAVERAL	POMPANO	TOMOKA
CANDLER	QUARTZIPSAMMENTS	WATER
MYAKKA	SATELLITE	
ORSINO	ST JOHN	

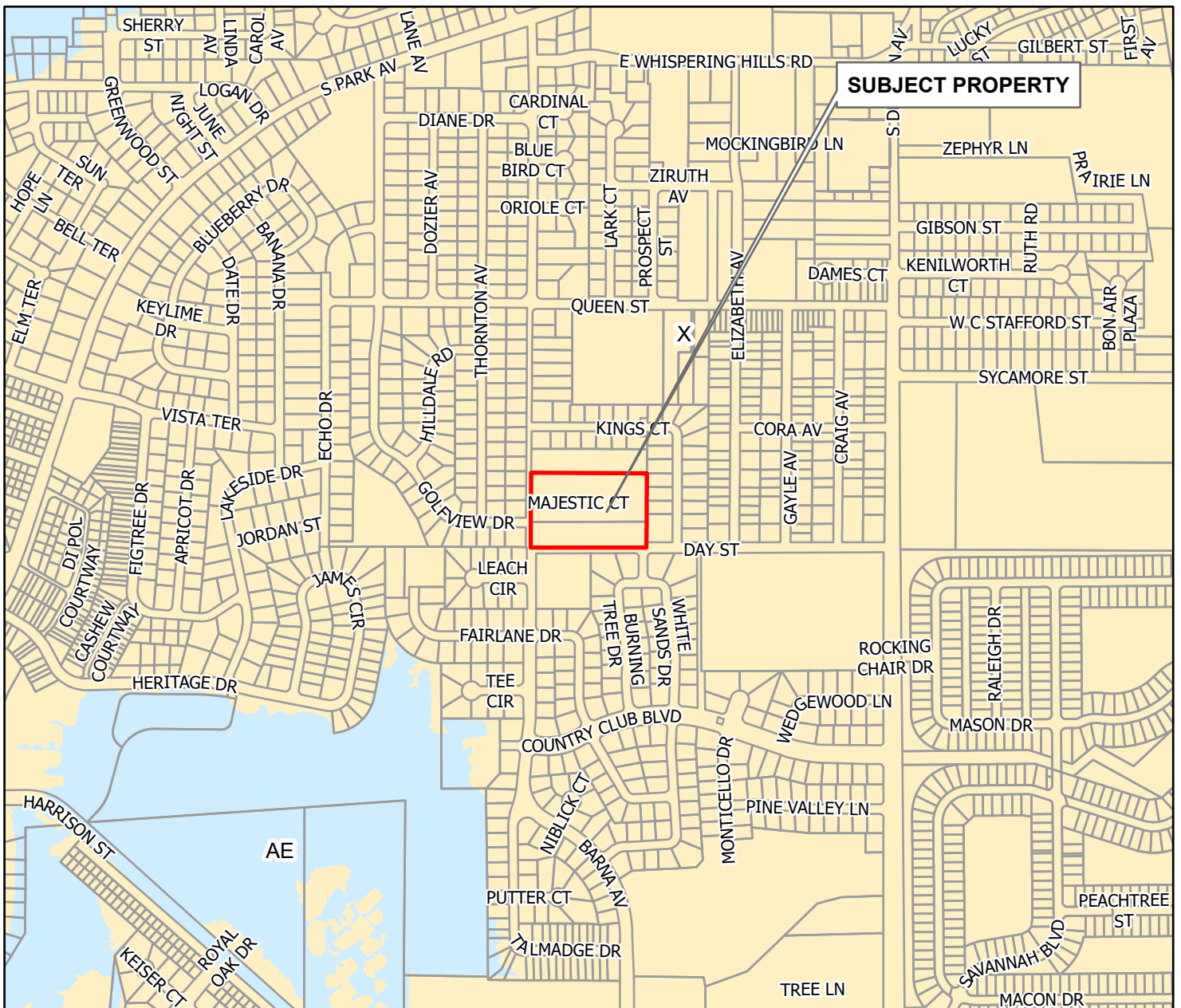


Community Development Department

0 365 730 1,460 Feet

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2019)

10/4/2024



FEMA FLOOD HAZARD AREAS

SSA #8-2024

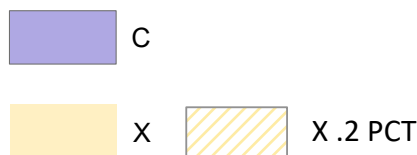
Special Flood Hazard Area Zones



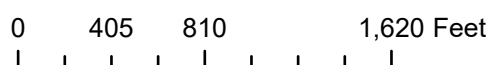
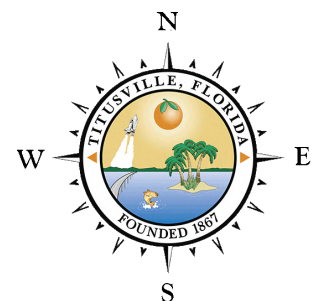
Moderate Flood Hazard Area Zone



Minimal Flood Hazard Zones



Other Flood Zone Areas



City of Titusville Preliminary Concurrency Assessment

Project Name: 1717 Barna Ave **Date:** November 14, 2024

Project Description: 9 townhome buildings

Residential Density (dwelling units): 43 **Non-Residential Intensity (1,000 s.f.):**

Total Water Capacity*	6.010	MGD
Less Current Demand**	4.531	MGD
Less Future Commitments (FDEP/Water Supply Allocation permits)	0.789	MGD
Remaining Capacity***	0.690	MGD
Estimated Unit Based Water Demand****	43.00	0.0129 MGD

*Total Water Capacity permitted flow is 6.01 MGD minus 10% reservation

**12 Month Rolling Average

***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.

****Based on 100 gallons/capita/day or 250 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual

Water is reserved for this project only upon issuance of a Water Supply Capacity Allocation Permit in accordance with City Code Section 21-50.

Wastewater

Total Wastewater Capacity*	6.750	MGD
Less Current Demand**	5.431	MGD
Less Future Commitments (FDEP Permits)	0.592	MGD
Remaining Capacity***	0.727	MGD
Estimated Unit Based Wastewater Demand****	43.00	0.0097 MGD

*Total Wastewater Capacity based on Design capacity of Blue Heron and Osprey Treatment Facilities

**12 Month Rolling Average

***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.

****Based on 75 gallons/capita/day or 225 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual

Traffic Circulation

Primary Access

Street Name: BARN AVE **Adopted LOS:** E **Max Capacity:** 15,600 ADT

Current Conditions

Roadway Segment: HARRISON ST - S PARK AVE **2023 E+C Count:** 5,600 ADT
Volume/Count Ratio: 0.36

Future Conditions

Roadway Segment: **Existing + New Count:** 5,951 ADT
Volume/Count Ratio: 0.38

Secondary Access

Street Name: **Adopted los:** **Max Capacity:** ADT

Current Conditions

Roadway Segment: **2021 E+C Count:** ADT
Volume/Count Ratio:

Future Conditions

Roadway Segment: **Existing + New Count:** ADT
Volume/Count Ratio:

Institute of Transportation Engineers (ITE) Index Number*: 220 Index

Average Vehicle Trips per Unit on a Weekday: 6.74 ADT

Total Average Vehicle Trips for this Development on a Weekday: 351 ADT

* Institute of Transportation Engineers Trip Generation rates or Latest Edition. [Sec. 10.3.1.2 of the Transportation Technical Manual]

Recreation/Open Space

City Population: 50,200	Required Recreation/Open Space: 401.60 AC
Adopted LOS (acres/1,000 population): 8	Current Recreation/Open Space: 566.60 AC
Existing Available Recreation/Open Space Capacity: 165.00 AC	
Project Population: 96	Required Recreation/Open Space: 0.77 AC
Remaining Recreation/Open Space Capacity: 164.23 AC	

Staff Comments

Traffic Study is NOT required

Evaluated By: JF, KO, CA

Evaluation Expiration Date: 5/13/2025

City of Titusville Preliminary Concurrency Assessment

Project Name: 1717 Barna Ave **Date:** November 14, 2024

Project Description: 9 townhome buildings

Residential Density (dwelling units): 51 **Non-Residential Intensity (1,000 s.f.):**

Total Water Capacity*	6.010	MGD
Less Current Demand**	4.530	MGD
Less Future Commitments (FDEP/Water Supply Allocation permits)	0.789	MGD
Remaining Capacity***	0.691	MGD
Estimated Unit Based Water Demand****	51.00	0.0153 MGD

*Total Water Capacity permitted flow is 6.01 MGD minus 10% reservation

**12 Month Rolling Average

***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.

****Based on 100 gallons/capita/day or 250 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual

Water is reserved for this project only upon issuance of a Water Supply Capacity Allocation Permit in accordance with City Code Section 21-50.

Wastewater

Total Wastewater Capacity*	6.750	MGD
Less Current Demand**	4.155	MGD
Less Future Commitments (FDEP Permits)	0.592	MGD
Remaining Capacity***	2.003	MGD
Estimated Unit Based Wastewater Demand****	51.00	0.0115 MGD

*Total Wastewater Capacity based on Design capacity of Blue Heron and Osprey Treatment Facilities

**12 Month Rolling Average

***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.

****Based on 75 gallons/capita/day or 225 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual

Traffic Circulation

Primary Access

Street Name: BARN AVE **Adopted LOS:** E **Max Capacity:** 15,600 ADT

Current Conditions

Roadway Segment: HARRISON ST - S PARK AVE **2023 E+C Count:** 5,600 ADT
Volume/Count Ratio: 0.36

Future Conditions

Roadway Segment: **Existing + New Count:** 6,002 ADT
Volume/Count Ratio: 0.38

Secondary Access

Street Name: **Adopted los:** **Max Capacity:** ADT

Current Conditions

Roadway Segment: **2021 E+C Count:** ADT
Volume/Count Ratio:

Future Conditions

Roadway Segment: **Existing + New Count:** ADT
Volume/Count Ratio:

Institute of Transportation Engineers (ITE) Index Number*: 220 Index

Average Vehicle Trips per Unit on a Weekday: 6.74 ADT

Total Average Vehicle Trips for this Development on a Weekday: 402 ADT

* Institute of Transportation Engineers Trip Generation rates or Latest Edition. [Sec. 10.3.1.2 of the Transportation Technical Manual]

Recreation/Open Space

City Population: 50,200	Required Recreation/Open Space: 401.60 AC
Adopted LOS (acres/1,000 population): 8	Current Recreation/Open Space: 566.60 AC
Existing Available Recreation/Open Space Capacity: 165.00 AC	
Project Population: 114	Required Recreation/Open Space: 0.91 AC
Remaining Recreation/Open Space Capacity: 164.09 AC	

Staff Comments

Traffic Study is NOT required

Evaluated By: JF, KO, CA

Evaluation Expiration Date: 5/13/2025

SITE SPECIFIC DATA FOR WETLANDS AND ENDANGERED SPECIES

There were no wetlands nor endangered species identified by the SJRWMD in the permit issued for the single family subdivision (permit # 42-009-96574-1).

TRAFFIC & LOC ON STREETS

THE PROJECT IS FOR A MAXIMUM OF 45 TOWN HOUSE UNITS.

AVERAGE TRIPS PER DAY FOR A TOWN HOME ARE <6; 6×45 IS 270 TRIPS PER DAY < 500 TRIPS PER DAY.

THEREFORE NO TRAFFICE STUDY REQUIRED.

School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Dr. Mark J. Rendell, Ed.D., Superintendent



June 4, 2024

Ms. Christie Anderson, AICP
Senior Planner
City of Titusville
555 S. Washington Ave.
Titusville, Florida 32781

**RE: Proposed Royal Manor Townhomes Development
School Impact Analysis – Capacity Determination CD-2024-09**

Dear Ms. Anderson,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development. The subject property is Tax Account 2204544 (Parcel ID: 22-35-09-03-*-21.02), and Tax Account 2204545 (Parcel ID: 22-35-09-03-*-21.03) containing approximately 5.74 acres in The City of Titusville, Brevard County, Florida. The proposed development includes forty-five (45) single-family townhomes. The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix “A”-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2024-25 to 2028-29 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2023-24 to 2028-29* which is attached for reference.

Single-Family Homes	45		
Students Generated	Student Generation Rates	Calculated Students Generated	Rounded Number of Students Generated
Elementary	0.24	10.8	11
Middle	0.07	3.15	3
High	0.12	5.4	5
Total	0.43		19

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x11418 • FAX: (321) 633-4646



An Equal Opportunity Employer

**FISH Capacity (including relocatable classrooms) from the
Financially Feasible Plan (FFP) Data and Analysis for School Years 2024-25 to 2028-29**

School		2024-25	2025-26	2026-27	2027-28	2028-29
Apollo		902	902	902	902	902
Jackson		660	660	660	660	660
Titusville		1,801	1,801	1,801	1,801	1,801

Projected Student Membership

School		2024-25	2025-26	2026-27	2027-28	2028-29
Apollo		616	633	642	637	641
Jackson		575	501	482	505	517
Titusville		1,293	1,322	1,330	1,317	1,317

Students Generated by Newly Issued SCADL Reservations Since FFP

School		2024-25	2025-26	2026-27	2027-28	2028-29
Apollo		-	-	-	-	-
Jackson		5	10	10	10	10
Titusville		13	24	24	24	24

**Cumulative Students Generated by
Proposed Development**

School		2024-25	2025-26	2026-27	2027-28	2028-29
Apollo		-	-	6	11	11
Jackson		-	-	2	3	3
Titusville		-	-	3	5	5

**Total Projected Student Membership (includes
Cumulative Impact of Proposed Development)**

School		2024-25	2025-26	2026-27	2027-28	2028-29
Apollo		616	633	648	648	652
Jackson		580	511	494	518	530
Titusville		1,306	1,346	1,357	1,346	1,346

**Projected Available Capacity =
FISH Capacity - Total Projected Student Membership**

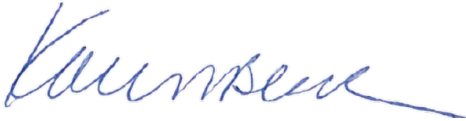
School		2024-25	2025-26	2026-27	2027-28	2028-29
Apollo		286	269	254	254	250
Jackson		80	149	166	142	130
Titusville		495	455	444	455	455

At this time, Apollo Elementary, Andrew Jackson Middle School and Titusville High School are projected to have enough capacity for the total of projected and potential students from the Royal Manor Townhomes development.

This is a **non-binding** review; a *Concurrency Determination* must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Karen Black', with a long horizontal flourish extending to the right.

Karen M. Black, AICP
Manager – Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

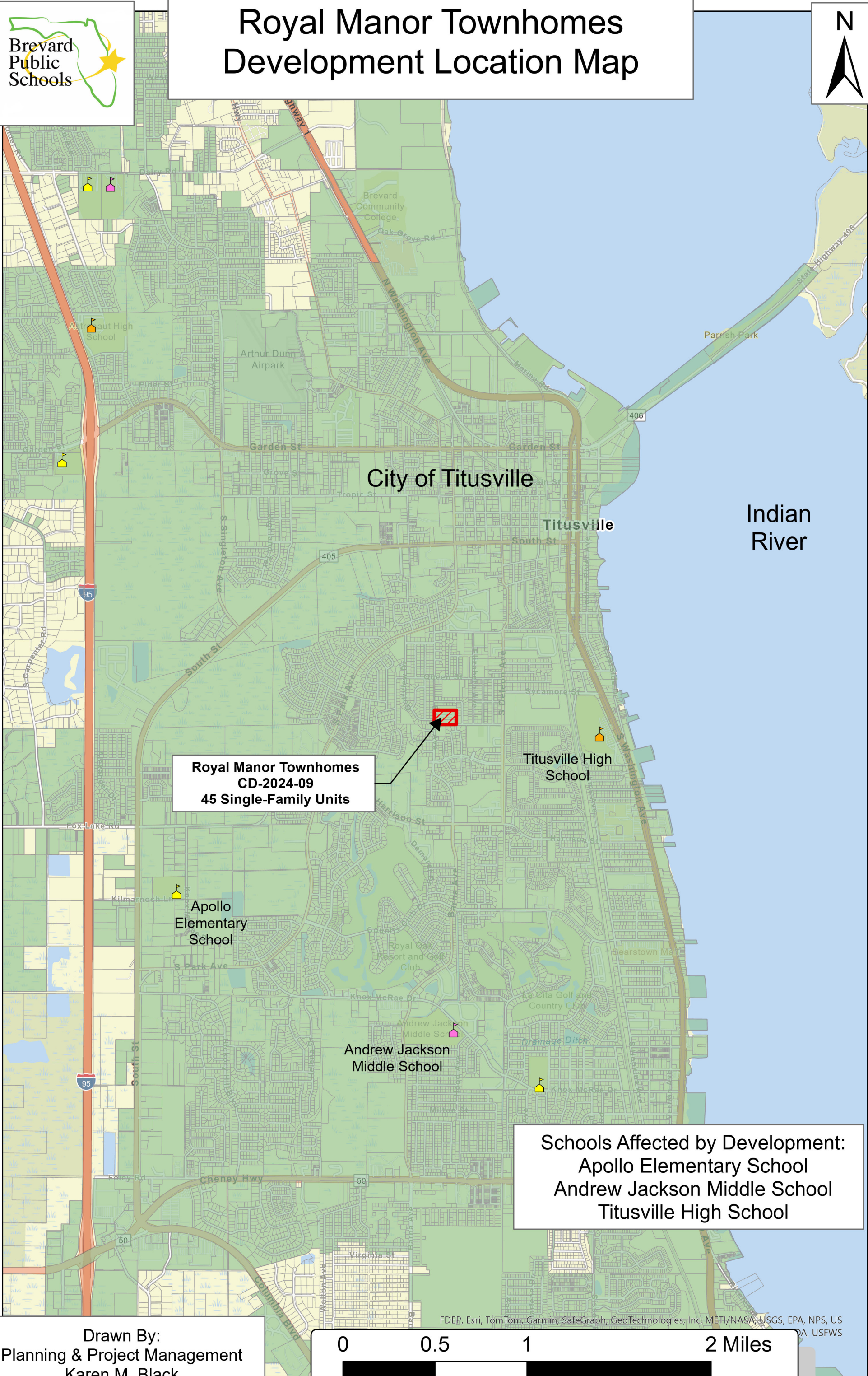
Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years
2023-2024 to 2028-29*

Copy: Susan Hann, AICP, Assistant Superintendent of Facility Services
File CD-2024-09

David G. Lindemann, AICP, Director of Planning & Project Management,
Facilities Services
File CD-2024-09



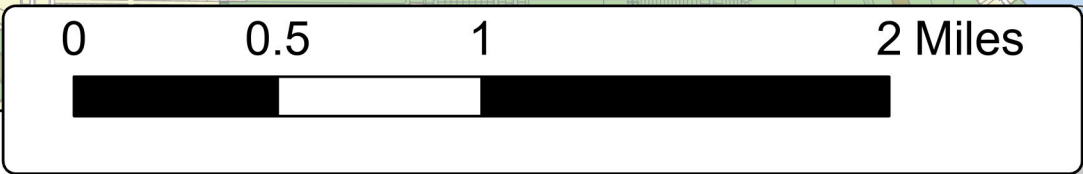
Royal Manor Townhomes Development Location Map



**Royal Manor Townhomes
CD-2024-09
45 Single-Family Units**

Schools Affected by Development:
Apollo Elementary School
Andrew Jackson Middle School
Titusville High School

Drawn By:
Planning & Project Management
Karen M. Black
June 4, 2024



FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USFWS

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service Data and Analysis for School Years 2023-24 to 2028-29



Summary				2023-24			2024-25			2025-26			2026-27			2027-28			2028-29		
Highest Utilization Elementary Schools:				101%			101%			98%			97%			100%			100%		
Highest Utilization Middle Schools:				86%			87%			87%			92%			98%			100%		
Highest Utilization Jr / Sr High Schools:				80%			80%			79%			81%			82%			82%		
Highest Utilization High Schools:				97%			97%			99%			99%			99%			100%		
School	Type	Grades	Utilization Factor	School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28			School Year 2028-29		
				FISH Capacity	10/13/23 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	583	78%	751	559	74%	751	602	80%	751	634	84%	751	653	87%	773	649	84%
Andersen	Elementary	K-6	100%	884	525	59%	884	493	56%	884	476	54%	884	478	54%	884	446	50%	884	433	49%
Apollo	Elementary	K-6	100%	902	643	71%	902	616	68%	902	633	70%	902	642	71%	902	637	71%	902	641	71%
Atlantis	Elementary	PK-6	100%	739	635	86%	739	660	89%	739	661	89%	739	667	90%	739	682	92%	739	688	93%
Audubon	Elementary	PK-6	100%	761	420	55%	761	408	54%	761	415	55%	761	438	58%	761	442	58%	761	447	59%
Cambridge	Elementary	PK-6	100%	787	504	64%	787	505	64%	787	519	66%	787	532	68%	787	546	69%	787	564	72%
Cape View	Elementary	PK-6	100%	570	295	52%	570	291	51%	570	284	50%	570	282	49%	570	286	50%	570	285	50%
Carroll	Elementary	K-6	100%	751	628	84%	751	645	86%	751	626	83%	751	622	83%	751	606	81%	751	594	79%
Challenger 7	Elementary	PK-6	100%	573	481	84%	573	470	82%	573	469	82%	573	457	80%	573	431	75%	573	416	73%
Columbia	Elementary	PK-6	100%	751	558	74%	751	573	76%	751	560	75%	751	570	76%	751	566	75%	751	561	75%
Coquina	Elementary	K-6	100%	711	488	69%	711	472	66%	711	481	68%	711	477	67%	711	476	67%	711	470	66%
Creel	Elementary	PK-6	100%	1,114	589	53%	1,114	575	52%	1,114	576	52%	1,114	584	52%	1,114	564	51%	1,114	543	49%
Croton	Elementary	PK-6	100%	795	484	61%	795	491	62%	795	518	65%	795	551	69%	795	565	71%	795	589	74%
Discovery	Elementary	PK-6	100%	980	682	70%	980	724	74%	980	738	75%	980	750	77%	980	753	77%	980	764	78%
Endeavour	Elementary	PK-6	100%	968	720	74%	968	740	76%	968	750	77%	968	749	77%	968	739	76%	968	708	73%
Enterprise	Elementary	K-6	100%	729	610	84%	729	621	85%	729	625	86%	729	622	85%	729	634	87%	729	644	88%
Fairglen	Elementary	PK-6	100%	789	517	66%	789	492	62%	789	511	65%	789	540	68%	789	531	67%	789	534	68%
Gemini	Elementary	K-6	100%	711	445	63%	711	437	61%	711	442	62%	711	426	60%	711	428	60%	711	433	61%
Golfview	Elementary	PK-6	100%	777	459	59%	777	477	61%	777	500	64%	777	503	65%	777	505	65%	777	506	65%
Harbor City	Elementary	PK-6	100%	629	397	63%	629	412	66%	629	425	68%	629	448	71%	629	463	74%	629	477	76%
Holland	Elementary	PK-6	100%	605	435	72%	605	436	72%	605	433	72%	605	435	72%	605	420	69%	605	425	70%
Imperial Estates	Elementary	K-6	100%	729	671	92%	729	674	92%	729	656	90%	729	650	89%	729	640	88%	729	628	86%
Indianlantic	Elementary	K-6	100%	798	680	85%	798	682	85%	798	671	84%	798	672	84%	798	646	81%	798	662	83%
Jupiter	Elementary	PK-6	100%	930	851	92%	930	892	96%	974	941	97%	1,018	992	97%	1,062	1,061	100%	1,084	1,072	99%
Lockmar	Elementary	PK-6	100%	892	601	67%	892	582	65%	892	570	64%	892	577	65%	892	564	63%	892	567	64%
Longleaf	Elementary	PK-6	100%	790	607	77%	790	596	75%	790	581	74%	790	570	72%	790	548	69%	790	554	70%
Manatee	Elementary	K-6	100%	998	876	88%	998	869	87%	998	823	82%	998	800	80%	998	773	77%	998	757	76%
McAuliffe	Elementary	PK-6	100%	838	648	77%	838	644	77%	838	642	77%	838	627	75%	838	611	73%	838	601	72%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	655	59%	1,114	793	71%	1,114	779	70%	1,114	773	69%	1,114	805	72%	1,114	843	76%
Meadowlane Primary	Elementary	K-6	100%	824	797	97%	824	621	75%	824	660	80%	824	630	76%	824	618	75%	824	613	74%
Mila	Elementary	PK-6	100%	707	431	61%	707	439	62%	707	430	61%	707	441	62%	707	429	61%	707	416	59%
Mims	Elementary	PK-6	100%	725	416	57%	725	414	57%	725	490	68%	725	497	69%	725	466	64%	725	441	61%
Oak Park	Elementary	PK-6	100%	968	472	49%	968	441	46%	968	449	46%	968	453	47%	968	428	44%	968	403	42%
Ocean Breeze	Elementary	PK-6	100%	654	529	81%	654	513	78%	654	494	76%	654	477	73%	654	459	70%	654	437	67%
Palm Bay Elem	Elementary	PK-6	100%	983	623	63%	983	636	65%	983	660	67%	983	683	69%	983	685	70%	983	684	70%
Pinewood	Elementary	PK-6	100%	613	529	86%	613	532	87%	613	558	91%	613	586	96%	613	582	95%	613	570	93%
Port Malabar	Elementary	PK-6	100%	852	605	71%	852	613	72%	852	654	77%	852	657	77%	852	677	79%	852	713	84%
Quest	Elementary	PK-6	100%	932	712	76%	932	719	77%	932	715	77%	932	704	76%	932	701	75%	932	689	74%
Riviera	Elementary	PK-6	100%	777	647	83%	777	627	81%	777	664	85%	777	688	89%	777	735	95%	777	741	95%
Roosevelt	Elementary	K-6	100%	599	268	45%	599	280	47%	599	288	48%	599	285	48%	599	285	48%	599	292	49%
Sabal	Elementary	PK-6	100%	785	514	65%	785	517	66%	785	523	67%	785	537	68%	785	532	68%	785	542	69%
Saturn	Elementary	PK-6	100%	998	589	59%	998	614	62%	998	634	64%	998	638	64%	998	632	63%	998	644	65%
Sea Park	Elementary	PK-6	100%	461	327	71%	461	347	75%	461	351	76%	461	362	79%	461	365	79%	461	375	81%
Sherwood	Elementary	PK-6	100%	609	468	77%	609	477	78%	609	492	81%	609	495	81%	609	493	81%	609	502	82%
Sunrise	Elementary	PK-6	100%	913	867	95%	957	942	98%	957	917	96%	957	927	97%	957	907	95%	957	909	95%
Suntree	Elementary	K-6	100%	755	601	80%	755	604	80%	755	604	80%	755	595	79%	755	584	77%	755	583	77%
Surfside	Elementary	K-6	100%	541	419	77%	541	410	76%	541	397	73%	541	388	72%	541	364	67%	541	353	65%
Tropical	Elementary	K-6	100%	910	619	68%	910	611	67%	910	580	64%	910	565	62%	910	547	60%	910	516	57%
Turner	Elementary	PK-6	100%	874	578	66%	874	623	71%	874	672	77%	874	739	85%	874	807	92%	874	854	98%
University Park	Elementary	PK-6	100%	811	495	61%	811	505	62%	811	533	66%	811	565	70%	811	577	71%	811	590	73%
Viera Elem	Elementary	K-6	100%	1,030	784	76%	1,030	854	83%	1,096	997	91%	1,184	1,115	94%	1,272	1,262	99%	1,360	1,359	100%
Westside	Elementary	K-6	100%	857	867	101%	945	950	101%	1,033	1,016	98%	1,121	1,075	96%	1,209	1,170	97%	1,209	1,155	96%
Williams	Elementary	PK-6	100%	715	443	62%	715	427	60%	715	390	55%	715	380	53%	715	371	52%	715	359	50%
Elementary Totals				42,259	30,287		42,391	30,545		42,589	31,075		42,809	31,550		43,029	31,697		43,161	31,795	

School	Type	Grades	Utilization Factor	School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28			School Year 2028-29			
				FISH Capacity	10/13/23 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	
Middle School Concurrency Service Areas																						
Central	Middle	7-8	90%	1,514	1,061	70%	1,514	1,110	73%	1,514	1,184	78%	1,514	1,213	80%	1,514	1,272	84%	1,514	1,348	89%	
DeLaura	Middle	7-8	90%	960	823	86%	960	517	54%	960	432	45%	960	411	43%	960	439	46%	960	429	45%	
Hoover	Middle	7-8	90%	680	442	65%	680	475	70%	680	498	73%	680	470	69%	680	479	70%	680	463	68%	
Jackson	Middle	7-8	90%	660	561	85%	660	575	87%	660	501	76%	660	482	73%	660	505	77%	660	517	78%	
Jefferson	Middle	7-8	90%	873	541	62%	873	521	60%	873	523	60%	873	480	55%	873	479	55%	873	540	62%	
Johnson	Middle	7-8	90%	1,064	555	52%	1,064	588	55%	1,064	548	54%	1,064	548	52%	1,064	620	58%	1,064	640	60%	
Kennedy	Middle	7-8	90%	869	667	77%	869	436	50%	869	391	45%	869	373	43%	869	412	47%	869	433	50%	
Madison	Middle	7-8	90%	781	429	55%	781	431	55%	781	374	48%	781	336	43%	781	426	55%	781	469	60%	
McNair	Middle	7-8	90%	616	355	58%	616	290	47%	616	284	46%	616	281	46%	616	299	49%	616	330	54%	
Southwest	Middle	7-8	90%	1,281	900	70%	1,281	980	77%	1,281	1,118	87%	1,281	1,176	92%	1,321	1,290	98%	1,380	1,376	100%	
Stone	Middle	7-8	90%	1,076	584	54%	1,076	571	53%	1,076	640	59%	1,076	710	66%	1,076	783	73%	1,076	822	76%	
Viera Middle	Middle	7-8	90%	-	-	0%	900	656	73%	900	755	84%	900	805	89%	900	830	92%	900	869	97%	
Middle Totals				10,374	6,918		11,274	7,150		11,274	7,275		11,274	7,285		11,314	7,834		11,373	8,236		
Junior / Senior High School Concurrency Service Areas																						
Cocoa	Jr / Sr High	PK, 7-12	90%	2,085	1,474	71%	2,085	1,480	71%	2,085	1,441	69%	2,085	1,421	68%	2,085	1,444	69%	2,085	1,437	69%	
Cocoa Beach	Jr / Sr High	7-12	90%	1,445	1,028	71%	1,445	1,025	71%	1,445	967	67%	1,445	938	65%	1,445	873	60%	1,445	831	58%	
Space Coast	Jr / Sr High	7-12	90%	1,852	1,488	80%	1,852	1,483	80%	1,852	1,469	79%	1,852	1,503	81%	1,852	1,510	82%	1,852	1,513	82%	
Jr / Sr High Totals				5,382	3,990		5,382	3,988		5,382	3,877		5,382	3,862		5,382	3,827		5,382	3,781		
Senior High School Concurrency Service Areas																						
Astronaut	High	9-12	95%	1,451	1,056	73%	1,451	1,046	72%	1,451	1,008	69%	1,451	1,024	71%	1,451	985	68%	1,451	975	67%	
Bayside	High	9-12	95%	2,263	2,039	90%	2,263	2,166	96%	2,263	2,241	99%	2,334	2,316	99%	2,406	2,391	99%	2,477	2,466	100%	
Eau Gallie	High	PK, 9-12	95%	2,211	1,489	67%	2,211	1,470	66%	2,211	1,490	67%	2,211	1,440	65%	2,211	1,395	63%	2,211	1,440	65%	
Heritage	High	9-12	95%	2,314	2,037	88%	2,314	2,053	89%	2,314	2,023	87%	2,314	2,118	92%	2,314	2,160	93%	2,314	2,246	97%	
Melbourne	High	9-12	95%	2,370	2,178	92%	2,370	2,148	91%	2,370	2,145	91%	2,370	2,188	92%	2,370	2,265	96%	2,417	2,395	99%	
Merritt Island	High	PK, 9-12	95%	1,966	1,481	75%	1,966	1,443	73%	1,966	1,376	70%	1,966	1,352	69%	1,966	1,360	69%	1,966	1,306	66%	
Palm Bay	High	PK, 9-12	95%	2,657	1,410	53%	2,657	1,413	53%	2,657	1,442	54%	2,657	1,482	56%	2,657	1,507	57%	2,657	1,605	60%	
Rockledge	High	9-12	95%	1,836	1,544	84%	1,836	1,601	87%	1,836	1,675	91%	1,836	1,671	91%	1,836	1,660	90%	1,836	1,623	88%	
Satellite	High	PK, 9-12	95%	1,551	1,506	97%	1,551	1,497	97%	1,551	1,483	96%	1,551	1,393	90%	1,551	1,287	83%	1,551	1,269	82%	
Titusville	High	9-12	95%	1,801	1,309	73%	1,801	1,293	72%	1,801	1,322	73%	1,801	1,330	74%	1,801	1,317	73%	1,801	1,317	73%	
Viera	High	PK, 9-12	95%	2,461	2,312	94%	2,461	2,349	95%	2,461	2,364	96%	2,461	2,388	97%	2,461	2,420	98%	2,461	2,441	99%	
High Totals				22,881	18,361		22,881	18,479		22,881	18,569		22,952	18,702		23,024	18,747		23,142	19,083		
Schools of Choice (Not Concurrency Service Areas)																						
Freedom 7	Elementary	K-6	100%	475	407	86%	475	407	86%	475	407	86%	475	407	86%	475	407	86%	475	407	86%	
Stevenson	Elementary	K-6	100%	569	505	89%	569	499	88%	569	499	88%	569	499	88%	569	499	88%	569	499	88%	
South Lake	Elementary	K-6	100%	639	446	70%	639	489	77%	639	489	77%	639	489	77%	639	489	77%	639	489	77%	
West Melbourne	Elementary	K-6	100%	618	550	89%	618	606	98%	618	794	692	87%	618	692	87%	618	692	87%	618	692	87%
Edgewood	Jr / Sr High	7-12	90%	1,077	935	87%	1,077	935	87%	1,077	935	87%	1,077	935	87%	1,077	935	87%	1,077	935	87%	
West Shore	Jr / Sr High	7-12	90%	1,264	931	74%	1,264	940	74%	1,264	940	74%	1,264	940	74%	1,264	940	74%	1,264	940	74%	
Schools of Choice				4,642	3,774		4,642	3,876		4,818	3,962		4,818	3,962		4,818	3,962		4,818	3,962		
Brevard Totals				85,538	63,330		86,570	64,038		86,944	64,758		87,235	65,361		87,567	66,067		87,876	66,857		

Notes

- FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2023-24 are reported from the FISH database as of October 11, 2023.
- Student Membership is reported from the Fall Final Membership Count (10/13/2023).
- Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
 - Development Projections from Brevard County Local Government Jurisdictions
 - Brevard County School Concurrency Student Generation Multipliers (SGM)
 - Fall Membership student addresses and corresponding concurrency service areas
 - Student Mobility Rates / Cohort Survival Rates
 - Brevard County Birth rates by zip code
- Davis Demographics estimates are then adjusted using the following factors:
 - PK (Pre-Kindergarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
 - Current From/To attendance patterns are assumed to remain constant.
 - Nongecoded student addresses are assumed to continue in their attendance schools.
 - Charter School Growth.
- In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
- If student projections are accurate, the school board could add additional classroom capacity, implement attendance boundary changes, or add relocatable classrooms. A south area elementary school is planned for the future growth, but the exact timing hasn't been established.
 - If only relocatable classrooms are used for the next 5 years, the following changes would be needed to accommodate projected growth. These schools are being analyzed for the best options to accommodate additional students.
 - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
 - For school year 2024-25, a total of 6 intermediate classrooms are projected for Westside (4) and Sunrise (2) Elementary Schools.
 - For school year 2025-26, a total of 9 intermediate classrooms are projected for Westside (4), Viera (2), and Jupiter (2) Elementary Schools.
 - For school year 2026-27, a total of 10 intermediate classrooms are projected for Westside (4), Viera (4), and Jupiter (2) Elementary Schools and 3 High School relocatable classrooms are proposed for Bayside High School.
 - For school year 2027-28, a total of 12 intermediate classrooms are projected for Westside (4), Viera (4), and Jupiter (2) Elementary Schools, Southwest Middle School (2) and 3 High School relocatable classrooms are proposed for Bayside High School.
 - For school year 2028-29, a total of 9 intermediate classrooms are projected for Viera (4), and Jupiter (3) Elementary Schools, Southwest Middle School (3) and 5 High School relocatable classrooms are proposed for Bayside (3) and Melbourne (2) High Schools.
- A classroom addition is planned for construction at West Melbourne School of Science for 2024-25. The factored capacity is adjusted for the proposed 176 student stations.

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Huntington Park - Final Plat**
Department/Office: Community Development

Recommended Action:

Approve the Final Plat and Covenants for Huntington Park subdivision.

Summary Explanation & Background:

Huntington Park is a proposed 86 lot single-family subdivision located west of Park Avenue north of Country Club Drive that is currently under site construction. The sketch plat for Huntington Park subdivision was approved by City Council on January 26, 2021.

The following are attached and require approval/acceptance:

- Final plat
- Covenants

The final plat is consistent with the comprehensive plan, the preliminary plat and final plat requirements described in Chapter 34, Article III, Division "Plat" of the Code.

Staff has reviewed the final plat for consistency with the comprehensive plan, land development regulations and recommends approval. Staff has also reviewed the covenants, performance bonds and easement and recommends acceptance.

Alternatives:

1. Approve the final plat and associated documents as presented.
2. Do not approve the final plat and associated documents.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Huntington Park Final Plat
2. Covenants

PLAT BOOK _____ PAGE _____
SHEET 1 OF 7
SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in

HUNTINGTON PARK (PARK AVENUE PD)

therein expressed and dedicates all roads, streets, alleys, thorough-
fares, driveways, easements, rights-of-way, and other public or private

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on

By _____ HOLIDAY BUILDERS, INC.

[illegible]

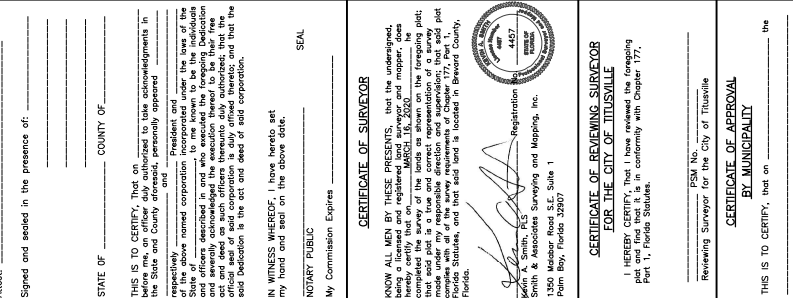
1300 Municipal Road J-15 June 1
Palm Bay, Florida 32907

- | | |
|---|-------------------------------|
| <p>CERTIFICATE OF REVIEWING SURVIVOR
 FOR THE CITY OF THUNDERBOLT</p> | |
| <p>I HEREBY CERTIFY, That I have examined the foregoing plat of _____ and the accompanying description of the same, and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.</p> | |
| <p>_____</p> | <p>_____</p> |
| <p>Reviewing Survivor for the City of Thunderbolt</p> | <p>FOR No. _____ of _____</p> |
| <p>CERTIFICATE OF APPROVAL
 BY MUNICIPALITY</p> | |
| <p>THIS IS TO CERTIFY, that on _____</p> | |
| <p>_____ approved the foregoing plat</p> | |
| <p>_____</p> | <p>_____</p> |
| <p>ATTEST:</p> | <p>Mayor</p> |
| <p>_____ City Clerk</p> | |
| <p>CERTIFICATE OF CLERK</p> | |
| <p>I HEREBY CERTIFY, That I have examined the foregoing plat of _____ and the accompanying description of the same, and find that it is in conformity with Chapter 177, Florida Statutes, and was duly recorded on _____ at _____</p> | |
| <p>_____</p> | <p>_____</p> |
| <p>File No. _____</p> | <p>_____</p> |
| <p>Clerk of the Circuit Court in and for Brevard County, FL</p> | |

Chapter 177, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

Clerk of the Circuit Court
in and for Brevard County, FL



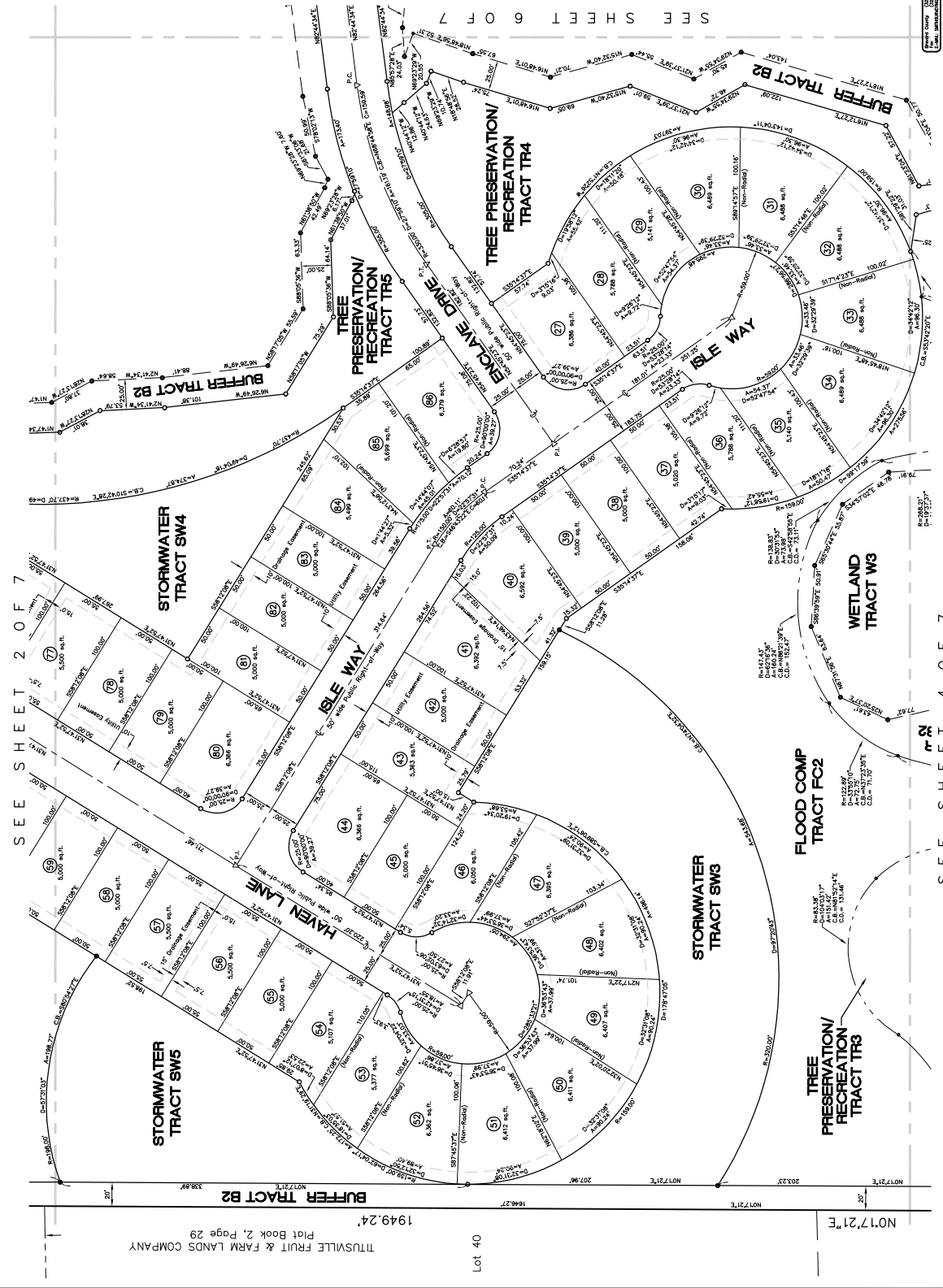
File No. _____

Clerk of the Circuit Court
in and for Brevard County, FL

1

HUNTINGTON PARK (PARK AVENUE PD)

REPLAT OF LOTS 24 THRU 31, 34 THRU 39 AND 53 THRU 63, LYING WEST OF PARK AVENUE, LESS THE NORTH 158 FEET OF LOTS 29, 30 AND 31, AND THE NORTH 158 FEET OF THE EAST 2443 FEET OF LOT 24, IN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST OF TITUSVILLE FRUIT & FARM LANDS, CO., ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



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PLAT BOOK _____ PAGE _____
SHEET 4 OF 7
SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST

② = SET P.A. 1/2" IRON SET
 PPM. SMTH. 1/2" 752P
 Δ = SET 1/2" IRON RND AND DISK
 PPM. SMTH. 1/2" 752P
 ○ = SET 1/2" IRON RND AND DISK
 PPM. SMTH. 1/2" 752P
 P.C.P. = PERMANENT CONTROL POINT
 P.P.M. = PERMANENT REFERENCE MONUMENT
 P.M. = PRIMER NAILON
 P.O.C. = POINT OF RECORD CORNER
 P.O.D. = POINT OF DISSEMINATION
 P.O.T. = POINT OF TANGENCY
 P.O.V. = POINT OF VERTICAL CURVATURE
 P.V. = NAUSET POINT
 P.I. = POINT OF INTERSECTION
 P.L. = POINT OF LASS
 A = ARC
 C = CROWN NAIL
 C.B. = CHORD BEARING
 C.D. = CHORD DISTANCE
 O.B. = OPTICAL RECORD BOOK
 P.B. = PACE
 L = LINE
 A = ANGLE ON LEIS
 U.S. = U.S. SURVEY BUSINESS
 P.M. = PROFESSIONAL SURVEYOR AND MAPPER
 P.O. = POINT OF OBSERVATION
 P.O.B. = POINT OF BEGINNING

PREPARED BY:

SMITH
SURVEYING &
MAPPING, Inc.

Blair County (202)771-2840
Columbia County (202)771-2799
E-MAIL: SMITHINC@SMITHINC.NET

1320 WALKER ROAD S.E., SUITE 1
COLUMBIA, MD 21046-0702
MODIFIED: 2/26/2006 09:22:02 AM

CERTIFICATE OF AUTHORIZATION L.B. 7426

This instrument was prepared by
and after recording return to:
Sean M. Ellis, Esq.
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Fort Myers, FL 33901
(239) 337-3850

[Space Above This Line For Recording Data]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HUNTINGTON PARK

HOLIDAY BUILDERS, INC., a Florida corporation (hereinafter referred to as the “Developer” and the “Declarant”), is the fee simple owner of the lands more particularly described on **Exhibit “A”** (the “Properties”).

Declarant is the owner of the Properties, a residential planned development consisting of residential and other related facilities as shown on the Plat (the “Project”). For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units and remainder of the Project constituting such development, Declarant hereby declares that all of the Properties and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **DEFINITIONS.** References used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (the “Act”), as it exists on the date of recording this Declaration.

1.1. **“Architectural Planning Criteria”** means and refers to any architectural planning criteria from time to time established by the Developer or by the Board for the Properties governing the type, style and other characteristics of improvements to be constructed within the Project.

1.2. **“Association”** shall mean and refer to Huntington Park Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.3. **“Board”** means and refers to the Board of Directors of the Association.

1.4. **“Builder”** shall mean Holiday Builders, Inc., a Florida corporation, or any other Owner given the status of “Builder” by Declarant, subject to approval of all other Builders.

1.5. **“Common Area”** means all real and personal property (including the improvements thereto) now or hereafter owned, dedicated to, and/or maintained by the Association for the common use and enjoyment of the Owners. The Common Area includes, without limitation, the Surface Water Management System, all dedicated private easements and tracts as shown on the Plat or described in this Declaration, and corresponding infrastructure, all entrance area monuments and private sign easement, any recreational facilities, any private mail kiosk tract, all private open space, landscape easements, and all other areas of the Properties intended for the common use and enjoyment of the Owners. The Declarant and the Board have the power to designate which areas of the Properties are Common Areas from time to time. The Common Areas shall be owned and/or maintained by the Association, unless dedicated, accepted

and/or maintained by the City for the common use and enjoyment of the Owners, in accordance with the purposes for which they are intended, but no such use and enjoyment shall hinder, diminish, destroy, or encroach upon the lawful rights of the Owners. Notwithstanding the generality of the foregoing, Pursuant to the Plat, the interior roadway serving the Lots is a Public Right of Way dedicated to the City on the Plat. Such roadway will be maintained by the City, and therefore is not a Common Area, unless the City refuses to accept such dedication, and the roadway tract(s) is conveyed in fee simple to the Association.

1.6. “County” means Brevard, County, Florida.

1.7. “Declarant” or “Developer” means and refers to HOLIDAY BUILDERS, INC., a Florida corporation. Whenever this term is used in this Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include any successor in interest to the Declarant’s rights and obligations, provided that such is evidenced by a written instrument and recorded in the Public Records of the County. Any or all of the Declarant’s rights and obligations may be assigned, in whole or in part, from time to time, to other parties. The Declarant may allow other parties to exercise, on a one-time or limited basis, any Declarant rights without transferring or relinquishing all of such rights, and in such case, a recorded instrument shall not be required. Unless otherwise provided in a written assignment, the assignment of all of the Declarant’s rights and obligations shall not result in the Declarant relinquishing its rights with respect to the real property it owns, nor being relieved of its obligations that accrued as of such date. The Declarant shall not be liable for acts or omissions made by or on behalf of a successor Declarant.

1.8. “Declaration” means and refers to this Declaration of Covenants, Conditions and Restrictions.

1.9. “Governing Documents” means and refers to this Declaration, and the Articles of Incorporation, Bylaws, any Rules and Regulations, and any Architectural Planning Criteria. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.10. “Guest” means any person who is physically present in or occupies a home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.11. “Institutional Mortgagee” means the mortgagee or assignee of a mortgage against a Lot or other portion of the Properties, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring first mortgage loans, and their successors and assigns. An “Institutional Mortgage” is a mortgage held by an Institutional Mortgagee encumbering any such property.

1.12. “Lease” means the occupancy of the Lot by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value), and shall specifically include, but not be limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, HomeAway, and similar companies or organizations regardless of whether the arrangements are classified as a rental, a license, or anything other than a lease..

1.13. “Lot” or “Lots” means one or more of the platted parcels of land into which the Project has been subdivided according to the Plat, upon each of which a home has been or will be

constructed. Wherever herein the term “Lot” or is used, it shall be interpreted as if followed by the words “and home constructed thereon” except where the context clearly requires otherwise.

1.14. “Member” means and refers to all persons who are members of the Association as provided in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

1.15. “Occupant” means any person who is physically present in the home for one or more nights, including staying overnight. “Occupy” means the act of being an occupant.

1.16. “Owner” or “Owners” means and refers to any person or persons, entity or entities, who are the record owner(s) of a recorded fee simple interest in and to any Lot or home in the Properties. The Declarant is an Owner, so long as it owns any Lots.

1.17. “Permit” or “Permits” means one or more of the zoning, land use, development, water management, wetlands and other approvals, permits, orders, consents and the like issued by City of Titusville, the Florida Department of Environmental Protection (“FDEP”), the St. Johns River Water Management District (“SJRWMD”), the State of Florida or any agency thereof or any other governmental authority relating in any manner to the Properties and Project and the use, development, and occupancy thereof.

1.18. “Plat” means the Plat or Plats of Huntington Park, the Subdivision, which encompasses the Properties and as recorded in the Public Records of Brevard County, Florida (“Plat”).

1.19. “Properties” or “Subdivision” means and refers to all the real property which is subject to this Declaration, as described on Exhibit “A”.

1.20. “Rules and Regulations” means and refers to any rules and regulations governing use of the Properties or Lots, and procedures for administering the Association and the Properties, as adopted, amended or rescinded by the Board from time to time.

1.21. “Sales Center” means any area and facilities located or to be located within the Properties and to be used by the Declarant or a Builder for the marketing of Lots and/or homes.

1.22. “Surface Water Management System or Stormwater Management System” means and includes the surface water management system serving the Properties, including without limitation all Conservation Easements, if any, berms, drainage easements, lakes, lake maintenance easements, wetland and other preserve areas and all water management, drainage and related facilities and infrastructure located on, over, under and across the same or otherwise comprising a portion of the drainage system serving the Properties. The “Surface Water Management System” also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, over-drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to the Florida Administrative Code.

1.23. “Turnover Date” has the meaning given to it in Section 11.1 of this Declaration.

1.24. “Voting Interest” means and refers to the voting rights of Members of the Association who are entitled to cast votes in Association affairs, as set forth in Section 2.5 below.

2. **ASSOCIATION; MEMBERSHIP; VOTING RIGHTS.** The Association shall be responsible for administration and management of the Properties, including without limitation the

maintenance, repair, replacement and operation of all Common Areas. The Association shall perform its functions pursuant to the following:

2.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit "B"**.

2.2. Bylaws. The initial Bylaws of the Association shall be the Bylaws as attached as **Exhibit "C"**.

2.3. Delegation of Management. The Association may contract with a management agent to assist the Association in carrying out its powers and duties by performing such functions as, without limitation, submission of proposals, collection of assessments, keeping of records, and enforcement of covenants and rules, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

2.4. Membership. Every person or entity who is a record Owner of a fee interest in any Lot located upon the Properties shall be a Member, except that if a Lot is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights. Membership shall be appurtenant to, run with, and may not be separated from the real property interest upon which membership is based.

2.5. Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The vote of a Lot is not divisible. The right to vote may be denied because of delinquent assessments. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons who are not acting as trustees, that Lot's vote may be cast by any one of the record Owners. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote may not be counted for any purpose. If the Owner of a Lot is not a natural person or is a trustee, the vote of that Lot shall be cast by any officer, director, partner or trustee, as the case may be.

2.6. Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Lot as provided in Paragraph 2.5 above if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

2.7. Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.8. Association As Owner of Lots. The Association has the power to purchase Lots and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board.

2.9. Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and primary Occupants. A copy of the up-to-date roster shall be available to any Owner upon request.

2.10. Board of Directors. Except as otherwise specifically provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members.

2.11. Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation, and the Bylaws, and those provided in Chapters 617 and 720, Florida Statutes, as applicable, to the extent not inconsistent with the foregoing documents, and shall without limitation specifically include the following:

(A) The Association shall have the power to acquire, purchase, own, sell, and convey property, including, without limitation, the Common Areas.

(B) The Association shall have the power and responsibility to operate, repair and maintain the Common Areas, including the Surface Water Management System, as set forth in this Declaration, as the same are permitted pursuant to the Permits and by the governmental authorities that have issued the Permits, from time to time. The Association shall pay the cost of discharging the above responsibilities.

(C) The Association shall have the power and authority to establish Rules and Regulations from time to time, as more particularly set forth herein or in the Articles of Incorporation and Bylaws.

(D) The Association shall have the power and authority to assess Members as hereinafter described and to enforce such assessments as hereinafter described.

(E) The Association shall have the power to contract for services to provide for the operation and maintenance responsibilities of the Association and the other duties and obligations of the Association.

(F) The Association shall have the power to contract and to sue and be sued.

(G) The Association shall have all other powers necessary to effectuate the purposes for which it is formed and to perform its duties and obligations, as such purposes, duties and obligations are defined and described in this Declaration and the other Governing Documents.

(H) The Association shall have the power and duty to maintain certain portions of the Lots, as may be more particularly described herein.

(I) The Association shall be responsible for paying the cost of performing its duties and obligations under this Declaration and shall have the power to assess the Owners therefor.

(J) In the event any of the Common Area shall be conveyed to the Association, the Association shall provide for the maintenance and protection of the Common Area for the Association and the benefit of the Owners; provided, however, that the Association shall also provide for the maintenance and protection of all other Common Areas as well.

3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

3.1. Creation of Lien and Personal Obligation for Assessments. Subject to the limitations of Section 3.3 below, the Developer, for each Lot within the Properties, hereby covenants, and

each subsequent Owner of any Lot (including any purchaser at a judicial sale), 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:

(A) The Lot's prorata share of annual assessments based on the annual budget adopted by the Association; and

(B) The Lot's prorata share of special assessments not provided for by annual assessments; and

(C) Any charges against less than all of the Lots ("Individual Lot Assessment") where specifically authorized in this Declaration or the Bylaws and levied against the Lot.

(D) If adopted by the Board or required by the Developer in connection with Lot sales, upon the transfer of any Lot (excluding transfer from the Declarant to a Builder), the buyer shall pay at closing to the Association a capital contribution in the amount equal to such amount as is adopted by the Board of Directors from time to time. Said capital contribution shall be a onetime contribution to the working capital fund of the Association and in no way shall be treated as a prepayment of Assessments charged to that Lot. Without limitation, such funds may be used by the Developer or the Association as additional working capital, to pay expenses of the Association, may be expended for capital improvements to the Common Area, and may be used to purchase personal property for use by the Association or the Owners.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, including any Individual Lot Assessment, together with interest, costs, and reasonable attorney's fees shall bind each Lot against which they are levied, the Owner of the Lot, and the Owner's heirs, devisees, personal representatives, successors and assigns. In any conveyance of title, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee therefor.

The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties; for the improvement, maintenance, repair, protection, and operation of the Common Area, and for the carrying out of the other responsibilities and obligations of the Association.

3.2. Share of Assessments. Except as otherwise provided below, each Lot and the Owner thereof shall be liable for an equal share of all annual and special assessments, such share being a fraction of the whole, the numerator being the number "one" and the denominator being the total number of Lots within the Properties as to which Lot assessments have commenced.

3.3. Commencement and Collection of Annual and Special Assessments. The assessments provided for herein shall commence as to each Lot as of the date of conveyance of the Lot to an Owner other than Declarant. No Lot shall be or become subject to or required to pay the assessments provided for hereunder until such time as it has been conveyed by the Declarant to the first Owner other than Declarant, which shall be prorated accordingly. The Board shall fix the amount of any annual or special assessment against each Lot and shall fix the dates such amounts become due. Annual assessments shall be due and payable quarterly (unless the Board establishes otherwise) in advance. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all assessments against the specific Lot have been paid.

3.4. Establishment of Liens. Any and all assessments and charges levied by the Association in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, and collections costs and reasonable attorneys' fees (including, but not limited to attorneys' fees and costs related to a mortgage foreclosure or affecting the Lot or bankruptcy of an Owner) are hereby declared to be a charge and continuing lien upon the Lot against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Lot assessed. This lien shall relate back to the date of recording of this Declaration and shall be superior to all rights and interest of others acquired after that date, except to the extent otherwise expressly set forth herein. This lien shall be superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments and charges, or release the Lot owned by him from the liens and charges hereof, by waiver of his rights, or by abandonment of his Lot. Said lien shall be perfected upon the recording in the Public Records of Brevard County, Florida, of a Claim of Lien by the Association, setting forth the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded. A Claim of Lien shall secure payment of all assessments and charges due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments, and charges, late fees, interest, costs and attorneys' fees, coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

3.5. Priority of Liens. The foregoing notwithstanding, unless provided to the contrary in the Act, the Association's lien for unpaid assessments shall be subordinate and inferior to: the lien of all taxes and other levies which by law would be superior thereto. Except for the Association's claims and rights under the Act which shall be superior to the rights of a First Institutional Mortgagee under an Institutional Mortgage, which claims and rights include, without limitation, an Institutional Mortgagee's obligation to pay to the Association unpaid assessments, interest, late fees, attorneys' fees and costs, including attorneys' fees and costs related to a mortgage foreclosure affecting the Lot or bankruptcy of the Owner, and otherwise to the maximum extent set forth in the Act, the Association's lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but the Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. The Association's lien is effective from and shall relate back to the date that the Declaration was originally recorded. Any lease of a Lot shall be subordinate and inferior to the lien and any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale or other judicial sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment or charge coming due after taking title. Any unpaid assessment or charge which cannot be collected by reason of the provisions of this Section shall be treated as a special assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

3.6. Collection of Assessments. If any Owner fails to pay any assessment, charge, or installment thereof, within ten (10) days after the same becomes due, then the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid, at the highest rate allowed by law, as well as to impose a late payment penalty of Twenty-Five Dollars (\$25.00). A late fee is not subject to the provisions of Chapter 687, F. S. and is not a fine.

(B) To accelerate the due date for the entire remaining unpaid amount of the annual assessment and any special assessment against the Owner's Lot for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 720.3085 of the Act, as amended from time to time.

(D) To bring an action at law for a money judgment against the Owner without waiving any foreclosure rights of the Association.

(E) If an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, to levy reasonable fines, or may suspend the Owner's right to use common areas or common facilities until the monetary obligation is paid, except for that which must be used to access the Lot, utility services or parking. Any such fines or suspension shall be imposed in accordance with the requirements of the Act.

(F) If an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, to suspend the voting rights of the Member until the monetary obligation is paid. Any such suspension shall be imposed in accordance with the Act.

(G) As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Owner and the recording of a claim of lien, the Association may declare the Assessment installments due for the remainder of the budget year in which the claim of lien was filed to be accelerated and immediately due and payable.

(H) If a Lot is occupied by a tenant and the Owner is delinquent in paying any obligation due to the Association, the Association may make written demand on the tenant to pay directly to the Association the future monetary obligations related to the Lot, and the tenant must make such payment. Such demand shall be continuing in nature and the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues its tenancy, provided that the tenant shall not be liable for any increase in monetary obligations due unless the tenant was notified in writing of the increase at least ten (10) days before the date on which rent is due. If the tenant fails to make such payment the Association may sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord thereunder, however, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and shall have no duties thereunder.

3.7. Certificate. The Association shall, within fifteen (15) days of request for same, furnish to any Owner liable for assessments, purchaser of a Lot, or actual or proposed mortgagee of a Lot, a certificate in writing signed by an officer of the Association, setting forth whether all assessments and charges have been paid. Except with respect to an Owner of the Lot holding title to a Lot when a certificate is furnished, such certificate shall be conclusive evidence of payment of any assessment and charges therein stated to have been paid.

3.8. Developer Subsidy. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, until the Turnover Date (as defined in Section 11.1 hereof) or earlier termination as provided in this Section 3.8, the Declarant shall not be obligated for, nor subject to, any annual, special or other assessment for any Lot which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation and revenues received by the Association from annual and special assessments levied against any Lots and all other

income to the Association or sources of revenue. Such difference, herein called the “deficiency,” shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant has not created any reserve funds under Chapter 720 and does not intend to create any statutory reserve accounts. The Declarant may at any time give a written termination notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice and, in any event, on and as of the Turnover Date, the Declarant and each Lot owned by it shall thereafter be subject to assessment (prorated as to the remainder of the year, if applicable) in the same manner as all other Members as set forth in this Article and no longer liable for the “deficiency”. In any event, upon the transfer of the last Lot owned by the Developer, the developer shall not be obligated for the “deficiency”

4. ARCHITECTURAL AND AESTHETIC CONTROL.

4.1. Necessity of Architectural Review and Approval. No Owner shall make or permit the making of any alterations or additions to his Lot or the Common Area, or in any manner change the exterior appearance of any portion of the home, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to the Project in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the home, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Owner may alter the landscaping of the Common Area in any way without prior approval of the Architectural Reviewer.

4.2. Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the “Architectural Reviewer”, as defined herein. Until the Turnover Date, the Declarant shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. Declarant may delegate its reserved rights hereunder to any entity, including the Board of Directors or an Architectural Review Committee appointed by the Board of Directors, in which case the delegate shall be deemed the Architectural Reviewer.

4.3. Powers and Duties of Architectural Reviewer. The Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to Architectural Planning Criteria shall be consistent with the provisions of this Declaration. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery of a copy of the modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction of placement of which is proposed upon any Lot or portion of the Properties, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Lot or the Property and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural

Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have thirty (30) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said thirty (30) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or portion of the Properties and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Property.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

4.5 Developer Construction. The provisions of this Article shall not apply to Developer. Developer reserves the right to alter the plan of development and architectural style of the Properties and homes as it deems desirable in its sole discretion.

5. **EASEMENTS**.

5.1. Utility and Service Easements. The Developer (during any period in which the Developer has any ownership interest in the Properties) and the Association shall each have the right to grant such electric, telephone, cable television, gas, water, sewer, irrigation, drainage, central service, ingress and egress easements or other easements over, under, in and upon the Properties in favor of Declarant, the Association, and their respective designees, and appropriate utility and other service corporations or companies, and to relocate any existing easements in any portion of the Properties as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Properties, or any portion thereof, for the general health or welfare of the Owners, for the purpose of carrying out any provisions of this Declaration or for other purposes deemed appropriate and reasonable by

the Developer or the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the property burdened thereby. Each Lot and other portions of the Properties shall be subject to an easement in favor of all other portions of the Properties, to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace any common walls, structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Properties. Each public or private utility company benefited by any utility easement created by any Plat or this Declaration shall own all utility facilities operated by it in the utility easement and be responsible for maintaining such facilities, including without limitation all cable, electric, sewer, potable water, and irrigation facilities. The Association shall be benefited by any utility easement located within the Properties, whether or not so expressed in the plat or other document creating any such easement, and shall own any utility facilities (including without limitation irrigation facilities) owned by it within any such easement. The surface of all utility easements shall be maintained by the Association or other Owner of the Properties which owns such surface, in accordance with the other terms of this Declaration.

5.2. Lateral and Subjacent Support. Each portion of the Properties shall be subject to an easement in favor of adjoining portions of the Properties for lateral and subjacent support.

5.3. Access and Other Easements. The Properties have been subdivided pursuant to the Plat. The roadways, as shown on the Plat, and the utility easements created pursuant to the Plat, are intended in all cases to serve all of the Properties, unless otherwise directed by the Declarant.

5.4. Drainage Easements. Declarant reserves in favor of the Association a blanket non-exclusive easement and right on, over, under and through the ground within the Properties to maintain and correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original conditions as nearly as practicable. This easement may be exercised by the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use as part of the Surface Water Management System. Fences or other structures shall not be installed in Drainage/Access Easements (Public or Private). These easements shall be accessible at all times. Fences or other structures in these easements shall not impede stormwater flow.

6. MAINTENANCE: IMPROVEMENTS.

6.1. Maintenance by Owner. The maintenance, repair and replacement of any Lot shall be the individual Owner's responsibility. Each Owner shall also be responsible for the general appearance of its property and to keep the same in good order and repair at all times. Each Owner is responsible for the lawn and landscaping on his Lot, to include regular lawn cutting, trimming of plants and shrubs on a regular basis and, where necessary, replacement of lawns, plants and shrubs, including all portions of the Owner's Lot that lies within a private easement as created by the Plat. All Owners owning Lots adjoining Common Areas shall be required to install grass or landscape to the edge of the water or vegetation located in the Common Area, and to maintain such grass or landscaping, regardless of the where the exact boundary line lies between the Lot and Common Area. The Owner is also responsible for his own driveways. Every Owner of a Lot is hereby prohibited from: (i) temporarily or permanently filling the Surface Water Management System facilities located underneath the improvements constructed on their Lot with dirt or any type of fill material; (ii) parking vehicles or storing items under the improvements constructed on their Lot unless such parking or storing does not interfere with the Surface Water Management System located

on their Lot; and (iii) blocking or impeding the flow of stormwater into the portion of the Surface Water Management System located on their Lot by construction of walls, fences, or other improvements.

6.2. Maintenance by the Association. The responsibility of the Association is to repair, maintain and replace any and all improvements and facilities located upon the Common Areas. Maintenance includes, but is not limited to, the following: cleanup, upkeep of any sidewalks, parking areas, recreational facilities, entry features and signage, maintaining lawn and landscaping within the Common Areas.

(A) Open Space and Buffers; Private Drainage Easements. Any property conveyed or dedicated to the Association which is designated as open space, landscape easement/buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County, shall be preserved and maintained by the Association in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space. Notwithstanding the public nature of these facilities, the Association has the right to enter and perform maintenance within the private Drainage Easements and any other private easements or private tracts created by the Plat as deemed necessary by the Association, but at all times subject to the Permits or other local governmental regulations applicable to such areas.

6.3. Completion of Properties. Declarant may and intends to undertake the work of developing all of the Properties. The completion of that work, or the sale, lease, or other disposition of homes constructed thereon, is essential to the establishment and welfare of the Properties as an ongoing residential community. In order that such work may be completed and the Properties established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors or sub-contractors of Developer, or of Developer's designees by written instrument recorded in the Public Records of the County (if any), from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Properties as a residential community.

6.4. Enforcement of Maintenance. If the Owner of a portion of the Properties fails to maintain it, as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Owner's property, with or without consent of the Owner. The Association may repair, replace, or maintain any item which constitutes a hazard to other property or residents, or which has a material adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be assessed against the Owner and Lot as an Individual Lot Assessment, together with reasonable attorney's fees and all other expenses of enforcement.

6.5. Negligence; Damage Caused by Condition of the Lot. The Owner of each Lot shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees; but such liability shall be limited to the extent that such expenses are not met by the proceeds of insurance available to the injured person.

6.6. Alterations and Additions to Common Areas. Material alterations or substantial additions to the Common Areas may be undertaken and funds necessary levied as special assessments by the Association only upon approval by a majority of the Board of Directors and, prior to the Turnover Date, the Developer.

6.7. Roadway Dedicated to the City. The City will be responsible for the maintenance, operation, and repair of those portions of the Surface Water Management System consisting of the roadway tract(s) dedicated to the public by the Plat. The Association and the Owners are hereby reserved an easement for drainage over and within said roadway and drainage tracts. The underdrains located within the right of way are to be owned and maintained by the Association. Any damage to the right of way resulting from the underdrains will be the responsibility of the Association. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the City, the Water Management District or the Florida Department of Environmental Protection.

7. INSURANCE. The Association shall obtain and maintain adequate insurance for the Association Property (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Association property containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Association property, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors.

(C) Directors and Officers. The Association shall carry D&O Insurance in such limits of protection and with such coverage as are determined by the Board of Directors.

8. GENERAL COVENANTS AND RESTRICTIONS.

8.1. Use Restrictions. The Properties shall be used for single-family residences, Common Areas, and other uses permitted by Declarant and for no other purposes. No business buildings may be erected on any portion of the Properties and no business may be conducted on any part thereof, unless the Board otherwise approves. Notwithstanding the above provisions, the Declarant may, in its sole discretion, use or permit portions of the Properties to be used or maintained as Sales Centers or as one (1) or more model homes.

8.2. Building Setback Lines. All structures shall conform to the requirements of the City, the Permits, the Governing Documents, and any architectural review criteria adopted by Developer or the Board, including without limitation as to minimum lot area and width, setbacks, height and number of stories and distances between buildings. The setbacks for all Lots are as stated on the Plat.

The Developer and, after the Turnover Date, the Board may, so long as compliance with the Permits and applicable law is maintained and/or all necessary prior approvals or variances from such Permits and applicable laws and regulations have been obtained, (i) grant variances from the City standards or the Governing Documents and, without limitation, may establish specific setbacks as to any Lot or other portions of the Properties, including without limitation corner Lots, with individual characteristics rendering the standard setbacks improper or impractical; (ii) establish other setback lines and other standards for the Properties; or (iii) grant licenses to allow encroachments into any private drainage easements or private tracts on the Plat.

8.3. Leasing. An Owner may lease his Lot without prior Board approval of tenants, subject to the restrictions and conditions contained in this Section 8.3. Only entire homes may be leased. The minimum leasing period is one hundred eighty-one (181) days. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing

Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Lot. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing," "room for rent," and subleasing are prohibited. No Owner, their heirs, successors and/or assigns shall do anything to cause the Association or any Lot to be deemed a public lodging establishment or other transient establishment under Federal or Florida law or local ordinance. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates or suggests that a Lot may be leased for any period less than 181 continuous days, anything less than the entire home on the Lot may be leased, separate rooms within the home may be leased separately, or a Lot may be leased on a timeshare basis. Publication of daily or weekly rates for lease of a Lot shall constitute a violation of this provision. The Board has the power to adopt, amend and repeal rules and regulations governing Leases of Lots.

8.4. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or other portions of the Properties, nor shall anything be done that is or may become a reasonable source of annoyance or nuisance to other residents.

8.5. Temporary Structures. No structure of a temporary character, including, but not limited to, trailer, tent, or shack, shall be used on any portion of the Properties at any time as a residence, either temporarily or permanently.

8.6. Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by the Developer or a Builder Model Home for use as a temporary sales office.

8.7. Signs. No Owner other than Declarant or a builder may post or display any sign in public view on a Lot or on the Common Areas or other portions of the Properties, without the prior written consent of the Association. Notwithstanding the foregoing, Owners may place one (1) small sign in a single location indicating the security/alarm company protection for the Lot, if any; and when a Lot is actively being marketed for sale Owners may place one (1) "For Sale" sign on the lawn of their Lot.

8.8. Appearance; Refuse Disposal. After closing of title, each Owner shall keep his Lot free and clear of weeds, underbrush, unsightly growths, trash and debris and shall reasonably maintain his Lot. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably stored in the enclosed garage of homes or as otherwise permitted by the Association. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted. This provision shall not be interpreted to restrict the necessary construction activities of a Builder in any way.

8.9. Maintenance. The Developer and all Owners and builders shall care for vacant or unimproved Lots or portions of the Properties they own, respectively, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Developer to keep the unimproved portions of the Properties owned by it in good order. The Association shall have the right to repair any structure or improvement on any portion of the Properties which constitutes a danger or nuisance or is in unsightly disrepair, provided that the Owner thereof is given reasonable notice of the Association's intent to do so and an opportunity to cure, which notice reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Lot or Lot as an Individual Lot Assessment, which charge shall be a lien on the Lot,

which lien may be foreclosed and shall also secure the Association's attorneys' fees and other costs in connection with said foreclosure.

8.10. Awnings, Window Coverings and Hurricane Shutters. Awnings, hurricane shutters, window film (including reflective film), and other window shading or decoration and any similar equipment shall be subject to the prior approval and control of the Architectural Reviewer as set forth in Section 4 of this Declaration. Roll-down or accordion style hurricane shutters must be installed inside the exterior walls of homes except to the extent they are within screened lanais or porches.

8.11. Fences. No fence, wall, or other similar structure shall be erected on any Lot, except as originally installed by Developer, and except any approved by the Board of Directors of the Association or the Architectural Reviewer as set forth in Section 4 of this Declaration. No hedge over six (6) feet in height, measured from the ground on which it stands, shall be constructed or maintained on any Lot, except that the Declarant and the transferee of Declarant may vary or exceed such height in constructing a fence in accordance with existing architectural plans. The Board of Directors may adopt additional Rules and Regulations or Architectural Review Guidelines regarding the style, material, color, height, or location of fences and hedges. No Owner may install a fence which blocks or impedes the flow of stormwater into or through the Surface Water Management System located, or which interferes with the maintenance of the Surface Water Management System.

8.12. Landscaping. The landscaping on the Common Area, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. No landscaping on the Common Area shall be installed, cut down, destroyed or removed without the prior written approval of the Board or the Architectural Reviewer as set forth in Section 4 of this Declaration. All Lots and other improved areas are to be sodded. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot or other portion of the Properties, unless approved by the Board or the Architectural Reviewer as set forth in Section 4.

8.13. Outside Lighting. Except as may be initially installed by Developer or a Builder for marketing or construction purposes, no spotlights, floodlights, or other outdoor lighting shall be placed or utilized upon any portion of the Properties which in any way will allow light to be reflected on any other property or the improvements thereon without the written authorization of the Board as set forth in Section 4 of this Declaration.

8.14. Commercial Activities. No business or commercial activity shall be conducted on the Properties except the Developer's or a Builder's construction of improvements, operation of a sales center, and the promotion and holding of special events. The Declarant or Board of Directors may, in their sole discretion, grant variances from the foregoing restriction to allow a "home occupation" to the extent allowable under the zoning and other ordinances and regulations of the City and, further, subject to such standards, rules and regulations as the Board may establish. Notwithstanding the foregoing, the Declarant may, in its sole discretion, permit portions of the Properties to be sold or maintained as sales offices or one (1) or more model homes.

8.15. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, Tract or on the Common Areas; however, dogs, cats and other household pets may be kept in a Lot subject to such Rules and Regulations as may be adopted by the Board from time to time as long as they are not kept, bred or maintained for commercial purposes. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the Owner may be asked to remove the pet from his Lot. All animals shall be on leash or carried when outside the Owner's Lot. The pet owner shall immediately remove and properly dispose of any pet litter deposited on any portion of the Properties.

8.16. Parking and Storage of Vehicles. No vehicle shall be parked within the Properties except on a paved driveway or within a garage; parking on the roads or grass is prohibited. Vans and pick-up trucks may be parked on driveways, provided that, the following shall be considered commercial vehicles which may not be kept on the Properties: vehicles with over two (2) axles, vehicles with a fifth wheel intended for the towing of trailers, or vehicles with a height of over ten (10) feet, including without limitation, semi-tractor trailers, tow trucks, moving vans, furniture vans, or any vehicle or truck that displays any signage, tools or equipment that is of a commercial nature, or any vehicle or truck that is primarily designed to be used for commercial purposes regardless of how it is being used by the owner of the vehicle. For the purpose of this Section 8.16, the term "kept" shall mean present for a period of twenty- four (24) hours. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, motor homes and the like, any vehicles not in operable condition and validly licensed, and any trailers used for the purpose of towing vehicles, commercial vehicles, commercial equipment, landscaping equipment and the like, shall only be permitted to be kept within the Properties, in excess of twenty-four (24) hours, if such are kept inside a garage and concealed from public view. An officer of the Association may grant temporary variances from the restrictions in this Section 8.16.

None of the foregoing restrictions shall apply to commercial vehicles, pick-up trucks or other vehicles which may be utilized by Developer, any Builder, their contractors and subcontractors.

8.17. Antennae and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Lot, or is located on the side or rear yard of the Lot. The Association or Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Lot and to the maximum extent feasible, removed from view from the street and other Lots. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Association or Architectural Reviewer, but no Owner shall be prevented from displaying any flags expressly allowed by the Act.

8.18. Radio Equipment. No ham radio, CB base station, or other radio, cable or electronic transmission equipment of any nature visible from the exterior of any portion of the Properties shall be permitted within the Properties unless approved by the Architectural Reviewer or Board.

8.19. Utilities.

(A) All utilities provided to the Properties will be by means of underground transmission lines, cables and pipes. No overhead transmission lines or cables will be permitted within the Properties except to the extent they are or have been installed pursuant to rights pre-existing this Declaration.

(B) Any fuel or power source which requires outside storage tanks of any kind must be approved in writing by the Declarant, Board or the Architectural Reviewer prior to installation. Any such installation will also require appropriate screening (as approved by the Declarant, Board or the Architectural Reviewer) to conceal the storage tanks.

(C) All solar heating or solar power apparatus must conform to the standards set forth in the HUD intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic

Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Association or Architectural Reviewer. Solar arrays may not be installed on a yard or lawn. This provision is not intended to prohibit the use of solar energy devices.

8.20. Lawn Equipment. Playground equipment and other lawn equipment, including, but not limited to grills, swings, merry-go-rounds, tents, play pens, sandboxes and toys, may be located only in the rear yard of the respective Owner's Lot, within the side setbacks.

9. **ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.** Every Owner and the Owner's tenants, guests and invitees as well as the Association are governed by and shall at all times comply with all the covenants, conditions, restrictions and other provisions of the Governing Documents. Violations of the Governing Documents should be reported immediately in writing to a member of the Board. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the interpretation and effect of the Governing Documents, shall be presented to and determined by the Board, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation as more particularly set forth in Section 9.3 below.

9.1. Legal Action.

(A) Actions at law or in equity, or both, to redress an alleged failure or refusal to comply with the Governing Documents or Chapter 720, Florida Statutes, may be brought by the Association or by any Member against: (i) the Association, including without limitation, for the Association's failure to properly maintain the Common Areas as provided herein; (ii) a Member; (iii) any director or officer of the Association who willfully and knowingly fails to comply with the foregoing; and (iv) any tenants, guests or invitees using the Common Areas. The prevailing party in any such litigation is entitled to recover attorney's fees and costs, including appellate fees and costs. This subsection (A) does not deprive any person or entity of any other available right or remedy and is in addition to, and not in lieu of, any other provision of the Governing Documents regarding the enforcement of the Governing Documents.

(B) Judicial enforcement of the covenants and restrictions of this Declaration may be by an action at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Failure of the Association or 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. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred if it is the prevailing party.

9.2. Entry by Association. Violation of any conditions or restrictions, or the breach of any covenant herein contained or contained in any of the Governing Documents shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Lot or other area where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or other

violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

9.3. Fines; Suspension of Right to Use Common Areas. The Association may, in addition to all other rights and remedies set forth herein or in the other Governing Documents, suspend, for a reasonable period of time, the rights of an Owner or his tenants, guests or invitees, or both, to use Common Areas (other than roadways) and may levy a fine against an Owner or his tenants, guests or invitees, for violation by the Owner or his tenants, guests or invitees of any covenant, restriction, rule or regulation contained herein or in the other Governing Documents or promulgated pursuant to the Governing Documents. The fine shall not exceed \$100 per day, up to \$2,000 for a continuing violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. The determination as to whether a violation is continuing in nature, will be made by the Board, subject to the fining committee's approval.

(A) Notice. The Association shall notify, in writing, the Owner of the nature of the alleged violation or violations and the proposed penalties. Included in the notice shall be the date and time of a hearing, at which time the Owner shall have the right to present reasons why penalties should not be imposed. The notice shall be given to the Owner at least fourteen (14) days prior to the hearing.

(B) Hearing. The facts of the alleged violations shall be presented to a committee appointed by the Board ("Hearing Committee") after which the Owner shall have a reasonable opportunity to present his defenses and reasons why penalties should not be imposed. The Hearing Committee, by majority vote, shall approve or disapprove the proposed penalty at the hearing. The Hearing Committee must have at least three (3) members (each of whom must be Members) and no members of the Hearing Committee may be an officer, director or employee of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. If the Hearing Committee, by majority vote, does not approve the proposed penalty, it may not be imposed.

(C) The requirements of (A) and (B) do not apply to the imposition of fines or suspension of use rights in the Common Areas upon a Member because of failure of the Member to pay annual or special assessments or Individual Lot Assessments.

(D) Fines imposed against a Member or his tenants, guests or invitees shall be deemed an Individual Lot Assessment against the Member's Lot.

9.4. Suspension of Voting Rights. The Board may suspend the voting rights of a Member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days in accordance with Florida Statutes.

9.5. Enforcement by Owners and Beneficiaries. Each Owner and other beneficiaries of the dedicated Property and corresponding infrastructure shall have the legal right to enforce the maintenance covenants contained in the Declaration against the entity responsible therefore.

10. **DEVELOPER RIGHTS AND DUTIES.** Notwithstanding any other provisions to the contrary contained in this Declaration:

10.1. Use by Developer. Until the Developer has completed all of the contemplated improvements and has sold all of the Lots in the Properties, neither the Owners nor the Association, nor their use of the Lots, shall unreasonably interfere with the completion of the contemplated improvements or sales of Lots. The Developer may make any use of their respective unsold Lots and other areas of the Properties as may reasonably be expected to facilitate completion of improvements and Lot sales, including,

but not limited to, maintenance of construction and sales offices or trailers, parking areas, concrete wash out areas, storage of materials, display of signs or banners, leasing, and showing portions of the Properties and/or Lots for sale to prospective purchasers, and the Developer may assign such rights to any homebuilder.

10.2. Assignment of Developer's/Declarant's Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any persons or entities, without the consent of any other Owner or any holder of a mortgage secured by any Lot, provided such assignment must be in writing and recorded in the Public Records of the County. Upon the recording of such assignment, the assignor shall be relieved of all liabilities and responsibilities to the extent of the assignment.

10.3. Amendment of Declaration. In addition to any other right of amendment or modification provided for in this Declaration and its recorded exhibits, subject to the Act, the Developer may, until the Turnover Date, amend or modify any provision of this Declaration or the Governing Documents or grant exceptions or variances from any of the provisions of this Declaration and/or the other Governing Documents, without the approval of or liability to Owners of other Lots, or any person or entity, whether private or governmental.

10.4. Scrivener's Errors. This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purpose of correcting scrivener's errors.

10.5. Sales or Leases of Lots. The Developer shall have the right to sell, lease or transfer any Lot owned by it on such terms and conditions as it deems in its own best interest.

11. CONTROL OF ASSOCIATION.

11.1. Control Generally; Turnover. Notwithstanding anything else set forth in the Governing Documents, the Declarant has the right to elect all of the members of the Board of Directors until three (3) months after ninety percent (90%) of all Lots have been conveyed to Members other than the Declarant ("Turnover Date"). From and after the Turnover Date, Members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors. The Declarant, however, shall be entitled to elect at least one (1) Member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Project. At or prior to the Turnover Date, all directors appointed by the Declarant (except for one (1), to the extent the preceding sentence is applicable) shall resign and an election for new directors shall occur at a meeting of the Members (the "Turnover Meeting").

11.2. Procedure for Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the Turnover Meeting, the Association shall notify all Owners, in writing, of the date, time and place of the Turnover Meeting.

11.3. Voting After Turnover. After the Declarant relinquishes control of the Association, and commencing with the Turnover Meeting, the Declarant may exercise the right to vote its Voting Interest in the same manner as any other Member except for the purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors; provided, that the Declarant shall retain the right to elect at least one (1) member of the Board to the extent provided in Section 11.1 above. The Declarant shall also retain all rights held by it as "Declarant" (rather than as a Member) under the Governing Documents.

11.4. Early Turnover. The Developer may turn over control of the Association to Owners other than the Developer prior to the Turnover Date set forth above by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. In such case, Declarant shall have the voting rights set forth in Section 11.3 above. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if Owners other than the Developer refuse or fail to assume control.

11.5. Conveyance of Common Areas. At or prior to the Turnover Meeting, the Declarant shall, by quit-claim deed, convey any and all Common Areas to the Association, to the extent Declarant has not previously taken such action.

11.6. Agreements Prior to Turnover. Any grant or reservation made by any document, and any contract with a term in excess of ten (10) years made by the Association prior to the Turnover Meeting which provided for the operation, maintenance or management of the Association or Common Areas must be fair and reasonable.

12. **DURATION OF COVENANTS; AMENDMENT OF DECLARATION.**

12.1. Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, and their respective legal representatives, heirs, successors and assigns, for 99 years. In the event of termination, the dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation. *NOTE: The foregoing provision for automatic renewals will not cause the Declaration to be preserved from extinguishment under the Florida Marketable Records Title Act ("MRTA"), unless MRTA is amended from time to time to provide as such. Accordingly, as required by Section 720.3032 of the Act, at the first Board meeting, excluding the organizational meeting, which follows the annual meeting of the Members, the Board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under the MRTA, and to authorize and direct the appropriate officer to file notice.*

12.2. Amendments to the Declaration

(A) Proposal. Notwithstanding the foregoing, this Declaration may be amended from time to time by a vote of the Members. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by ten percent (10%) of the Voting Interests. The proposed amendments must be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of at least sixty percent (60%) of the Voting Interests present and voting at any annual or special meeting called for that purpose, provided that notice of each proposed amendment has been given to the Members in accordance with law. No amendment shall change any Lot or Owner's share of liability for assessments or any Owner's voting rights, unless the Owner consents to the amendment. So long as the Declarant owns any Lot, no amendment shall be effective unless the Declarant consents to the amendment unless otherwise provided by law.

(C) Amendment; Recording. The amendment of this Declaration shall be effective when the amendment is recorded in the Public Records of Brevard County, Florida. The amendment shall be signed by the President of the Association.

(D) Amendment Provisions Relating to Developer. As long as the Developer holds any Lot for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Developer without the Developer's written consent. In addition, and notwithstanding anything else to the contrary set forth in this Declaration, the Developer has an unrestricted right to amend this Declaration until the Turnover Date. Any amendment hereto by the Developer need be signed only by the Developer and shall be recorded in the Public Records of Brevard County, Florida.

(E) Notification to and approval of an Amendments by the City. In addition to the requirements stated herein, the Association shall notify and obtain the City Council's approval of any and all changes, amendments or alterations to the deed restrictions. No Amendment, change, or alteration to the Declaration will be valid without first being duly approved by the City Council for the City of Titusville.

12.3. Surface Water Management System. Notwithstanding anything to the contrary, any amendment to this Declaration which affects the Surface Water Management System, including without limitation any water management facilities on or portions of the Common Areas, dedicated lake tracts, lake maintenance or drainage easements and corresponding infrastructure, must have the prior approval of the applicable governing entity, if any, such as the City of Titusville, the St. Johns River Water Management District or the Florida Department of Environmental Protection.

13. **GENERAL PROVISIONS.**

13.1. Waiver. Any waiver by Developer of any provisions of this Declaration or of any breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

13.2. Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

13.3. Headings and Capitalization. The headings of Sections herein, and the capitalization of certain words are for convenience only, and shall not affect the meanings or interpretation of the contents hereof.

13.4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration or the other Governing Documents, shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

13.5. Interpretation and Use of Pronouns. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

13.6. Attorney's Fees and Costs. In the event of any litigation or arbitration between the Developer, Association and/or any Member or Owner, the prevailing party shall have the right to recover from the non-prevailing party all reasonably attorney's fees and costs incurred by the prevailing party, including appellate fees and costs. Any amounts so owed to the Association shall be deemed secured by a lien on the Owner's or Member's Lot.

13.7. Directors and Officers Insurance. The Association is specifically empowered and authorized to obtain such fidelity bonds respecting its officers and directors and such reasonable officer's and director's liability insurance as the Board shall approve. The cost of all such insurance shall be deemed an Association expense and reimbursable by assessments established and imposed in accordance with the Governing Documents.

13.8. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS OR FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THESE PROTECTIVE COVENANTS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE AND NOTARY APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant does hereby execute this Declaration of Covenants, Conditions and Restrictions this ____ day of _____, 2021.

Witnesses:

HOLIDAY BUILDERS, INC., a Florida corporation

Print Name: _____

Address: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Address: _____

STATE OF FLORIDA)
) §:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by means of ☐ physical presence OR ☐ online notarization by _____ as _____ of HOLIDAY BUILDERS, INC., a Florida corporation, on behalf of said entity, who ☐ is personally known to me OR who ☐ has produced a _____ driver's license as identification.

[NOTARY STAMP / SEAL]

Notary Public, State of Florida

Print Name: _____

Commission No

Expiration Date

MORTGAGEE CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HUNTINGTON PARK

The undersigned, _____ (“Mortgagee”), the owner and holder of that certain _____ Agreement to _____, mortgagee(s), recorded in O.R. Book _____, Page _____, in the Public Records of Brevard County, Florida, which encumbers the Properties described on Exhibit “A” to the Declaration of Covenants, Conditions, and Restrictions for Huntington Park (the “Declaration”), hereby consents to the filing of the Declaration.

This Consent shall be binding upon the Mortgagee and its successors and assigns.

IN WITNESS WHEREOF, the Mortgagee has made and executed this Consent this _____ day of _____, 2021.

Witnesses:

MORTGAGEE:

Print Name: _____

Address: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence OR [☐] online notarization this _____ day of _____, 2021 by _____ as _____ of _____, who [☐] is personally known to me OR who [☐] has produced _____ driver’s license as identification.

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL

Notary Public, State of _____

Print Name: _____

Commission No _____

Expiration Date _____

EXHIBIT "A"

Legal Description of the Property

Lots 26 to 31, 34 to 39, and 58 to 63, lying West of Park Avenue, LESS the North 138 feet of Lots 29, 30 and 31, and the North 138 feet of the East 224.23 feet of Lot 28, in Section 17, Township 22 South, Range 35 East of TITUSVILLE FRUIT & FARM LANDS CO, according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Brevard County, Florida

EXHIBIT “B”

ARTICLES OF INCORPORATION

OF

HUNTINGTON PARK HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not For Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation is Huntington Park Homeowners Association, Inc., (hereinafter called the “Association”) and the street address of the initial principal office of the Association is 2293 West Eau Gallie Boulevard, Melbourne, Florida 32935. The principal office may be changed from time to time by the Board of Directors.

ARTICLE II

DEFINITIONS: Capitalized terms in these Articles shall have the definitions set forth in the “Declaration” (as hereinafter defined), Chapter 617, Florida Statutes, Florida Not For Profit Corporation Act, and Chapter 720, Florida Statutes, the Homeowners Associations Act (the “Act”).

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not For Profit Corporation Act for the operation of Huntington Park (the “Subdivision” or the “Properties”) located in the City of Titusville, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners association under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration of Covenants (the “Declaration”), Bylaws and any Rules and Regulations (these Articles, the Declaration, Bylaws and any Rules and Regulations shall be collectively referred to herein as the “Governing Documents”); and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents and any architectural review guidelines, as they may hereafter be amended, including but not limited to the following:

To make and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

To protect, maintain, repair, replace and operate the Association property and all Common Areas, including without limitation, the Surface Water Management System in accordance with the Permits (as defined in the Declaration), pursuant to the responsibilities for such maintenance as such responsibility is prescribed to the Association by the Declaration.

To purchase insurance for the protection of the Association and its Members.

To repair and reconstruct improvements after casualty, and to make further improvements of the Common Areas and Association property.

To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.

To enforce the provisions of the laws of the State of Florida that are applicable to the Community, and the Governing Documents.

To contract for the operation, management and maintenance of the Subdivision, the Association property and all Common Areas (including, without limitation, tracts, easements and the Surface Water Management System) and any corresponding infrastructure, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Association.

To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Subdivision.

To borrow money as necessary to perform its other functions hereunder and to pledge personal property of the Association in accordance therewith.

To grant, modify or move any easement.

To sue and to be sued.

To own, acquire and convey property, and to grant and acquire easements subject to any limitations contained in the Declaration.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents.

ARTICLE IV

MEMBERSHIP:

A. The Members of the Association shall be the record Owners of a fee simple interest in one or more Lots.

B. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Lot.

C. The Owners of each Lot, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

A. The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

B. Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Developer, and at and following the Turnover Date shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

C. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

The initial Directors are as follows:

Steve Hogg

James Hill

Rene Jenkins

The initial Officers are as follows:

Steve Hogg - President

James Hill- Vice President

Rene Jenkins- Secretary/Treasurer

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least fifty (50%) percent of the Voting Interests of the Association.

B. Procedure. Upon any amendment to these Articles being proposed by said Board or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

C. Vote Required. Prior to transition of control of the Board of Directors from the Developer, amendments shall be adopted by the Board of Directors. Subsequent to transition of control of the Board of Directors, a proposed amendment shall be adopted if it is approved by at least a majority of the Voting Interests in the Association who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose.

Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Brevard County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

On dissolution the assets (including dedicated property and corresponding infrastructure) of the Association shall be conveyed or dedicated to a similar non-profit corporation, association, trust or other organization organized and operated to assure the continued maintenance and operation of the Common Areas and other duties of the Association.

ARTICLE XI

INCORPORATOR: The name and address of the Incorporator is as follows:

Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Fort Myers, Florida 33901

ARTICLE XII

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this _____ day of _____, 2021.

INCORPORATOR:

Sean M. Ellis, Esquire

ACCEPTANCE OF REGISTERED AGENT

The undersigned, being the initial registered agent, hereby accepts the appointment as the Registered Agent for the Corporation.

CT CORPORATION

By: _____
Print Name: _____
Title: _____

EXHIBIT "C"

BYLAWS

OF

HUNTINGTON PARK HOMEOWNERS ASSOCIATION, INC.

1. **GENERAL:** These are the Bylaws of Huntington Park Homeowners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating Huntington park (the "Subdivision") pursuant to Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act, and Chapter 720, Florida Statutes, the Homeowners Associations Act as amended from time to time (the "Act").

1.1 **Principal Office.** The initial principal office of the Association is as set forth in the Articles of Incorporation.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** Unless clearly indicated otherwise, the definitions set forth in the Declaration of Covenants (the "Declaration"), and the Act shall apply to terms used in these Bylaws. Except as expressly stated to the contrary herein, the terms "Parcels" and "Lots" shall be utilized interchangeably.

2. **MEMBERS:**

2.1 **Qualifications.** The Members of the Association shall be the record Owners of legal title to the Parcels in the Subdivision. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel in the Member.

2.2 **Voting Interest.** The Members of the Association are entitled to one (1) vote for each Parcel owned by them. If a Parcel is owned by one natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons, that Parcel's vote may be cast by any one of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Parcel is a corporation, partnership, limited liability company, trust or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, or trustee, as the case may be.

2.3 **Approval or Disapproval of Matters.** Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

2.4 **Change of Membership.** A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Subdivision during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. **MEMBERS' MEETINGS: VOTING:**

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in within the clubhouse of Huntington Park Subdivision, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings shall be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least thirty-three percent (33%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least one-third (1/3rd) of the votes of the entire membership. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any voting Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast in person or by proxy at a duly-called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at reasonable times. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

4. **BOARD OF DIRECTORS:** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Parcel Owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Developer. At the Turnover Meeting, and subsequently, Directors shall be elected in accordance with Florida law. All Directors elected by the Members shall serve one (1) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Prior to "Turnover" (as defined in the Declaration), Directors need not be Members. After Turnover, Directors must be Members. If a Lot is owned by a corporation, partnership or trust, any officer, director, partner, trustee, or trust beneficiary occupying the Lot, as the case may be, shall be eligible to be a Director.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall by the membership at a membership meeting, a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum or the sole remaining Director, shall promptly choose a successor to serve the remaining unexpired term except that vacancies of all Directors appointed by the Developer shall likewise be filled by the Developer. In the alternative, the Board may hold an election to fill the vacancy for the remaining unexpired term in accordance with the election requirements of the Bylaws. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Member remains on the Board, the vacancy may be filled by the Members (via a special meeting of the membership) or any other manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board existing prior to the election.

4.5.1. First Meeting After Organizational Meeting: Consideration of Preservation from Extinguishment under MRTA. So long as is required by Section 720.303(2)(e), F.S., as amended from time to time, at the first board meeting, excluding the organizational meeting, which follows the annual meeting of the members, the board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under the Marketable Record Title Act ("MRTA"), Chapter 712, F.S., and to authorize and direct the appropriate officer to file notice in accordance with Section 720.3032, F.S.

4.6 Other Meetings. Meetings of the Board may be held at such time and place the clubhouse at Huntington Park subdivision as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or electronic mail at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings with the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings shall be posted conspicuously in the Subdivision for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Lot Owner, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings.

5. **OFFICERS:**

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a Member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, who may be designated by the Board in the Secretary's absence, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all

transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. **FISCAL MATTERS:** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 **Depository.** The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 **Budget.** The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to each Member not less than fourteen (14) days prior to that meeting. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person, if any.

6.3 **Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. If the Members at any time vote to provide for reserves in accordance with Section 720.303, Florida Statutes, then thereafter reserves shall be funded and used in accordance with such statutory provisions, as amended from time to time.

6.4 **Assessments.** Regular annual assessments based on the adopted budget shall be paid quarterly, or annually if determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Lot's next due installment.

6.5 **Special Assessments.** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments.

6.6 **Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 **Financial Reporting.** Within ninety (90) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Member a financial report for the previous twelve (12) months or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report shall consist of financial statements presented in conformity with generally accepted accounting principles; or a financial report of actual receipts and expenditures, cash basis, which report shows the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association.

6.8 **Fiscal Year.** The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. **RULES AND REGULATIONS: USE RESTRICTIONS:** The Board of Directors may, from time to time, adopt and amend rules and regulations governing the Common Areas, Lots, structures and appearance of improvements, leases and leasing, procedures, and Association governance, and other reasonable rules and regulations subject to any limits contained in the Declaration. Copies of such rules and regulations shall be furnished to each Parcel Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Parcel Owners and uniformly applied and enforced.

8. **COMPLIANCE AND DEFAULT: REMEDIES:** In addition to the remedies provided elsewhere in the Governing Documents, the following provisions shall apply:

8.1 **Obligations of Members: Remedies At Law Or In Equity; Levy of Fines and Suspension of Use Rights.**

(A) Each Member and the Member's tenants, Guests and invitees, are governed by, and must comply with Chapter 720, Florida Statutes, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Member against:

- (i) The Association;
- (ii) A Member; and
- (iii) Any tenants, Guests, or invitees occupying a Parcel or using the Common Areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy.

(B) The Association may suspend, for a reasonable period of time, the rights of a Member or of a Member's, tenants, Guests or invitees to use Common Areas and facilities, and may levy reasonable fines against Owners, in those cases in which Owners commit violations of the Act governing homeowners associations, the provisions of the governing documents or Association rules and regulations, or condone such violations by their family members, tenants, Guests, or invitees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by the Declaration. A fine may be levied on the basis of each day of a continuing violation, with a single notice. The procedure for suspending use rights and imposing such fines shall be as follows:

(i) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and opportunity for hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of Florida law, the Declaration, Bylaws or rules which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Association; and,

(ii) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or Guest.

(C) If the Committee, by majority vote, does not approve the fine or suspension, it may not be imposed.

(D) Fines that remain unpaid, in whole or in part, after thirty (30) days from the date due shall be secured by a lien against the Parcel of the Owner responsible for payment of the fine. The lien shall be foreclosed in the same manner as a lien for assessments as provided elsewhere in the governing documents.

(E) The Association may suspend Common Area use rights and levy fines because of the failure of the Member to pay assessments or other charges when due in the manner set forth above, except that the Board of Directors may do so without the need for involvement of a Committee of Members other than the Board.

(F) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

(G) The Association may suspend the voting rights of a Member but only for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from unreasonable restraint and annoyance.

9. **AMENDMENT OF BYLAWS:** Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the Owners of at least one-fourth (1/4) of the Parcels.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Parcel Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to turnover of control of the Board of Directors from the Developer of the Subdivision, amendments shall be adopted by the Board of Directors. Subsequent to turnover of control of the Board of Directors from the Developer, a proposed amendment to these Bylaws shall be adopted if it is approved by at least a majority of the Voting Interests present and voting in person or by

proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as Developer owns a Parcel no amendment shall be effective if it affects Developer's rights or alters a provision herein made for Developer's benefit.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Brevard County, Florida.

10. **MISCELLANEOUS:**

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws, and the Declaration shall prevail over the Articles.

10.4 Virtual Meetings. To the extent not prohibited by law, and notwithstanding any provision of these Bylaws or the Act that specifically references Member attendance, the Association may hold meetings of the Members, the Board of Directors, and those committee whose meetings must be called and held in the same manner as a meeting of the Board of Directors, virtually, only (or partially) allowing for remote attendance and participation, regardless of whether an emergency (as defined in these Bylaws) exists. The decision whether to hold any particular meeting virtually shall rest solely with the Board. Participating by such means shall constitute presence of a person at a meeting.

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Tranquility, Phase 3 - Sketch Plat**
Department/Office: Community Development

Recommended Action:

Recommend approval of the sketch plat for Tranquility Shores, Phase 3.

The sketch plat may be approved with the condition that the proposed trail over the Addison Canal connecting to the Phase 1 subdivision is completed with site construction of the Phase 3 subdivision.

Summary Explanation & Background:

Tranquility Subdivision (formerly Antigua Bay), Phase 3 is a proposed 67 lot single-family subdivision on approximately 26.046 acres located north of State Road 405 and east of S. Washington Avenue. This is the second phase of the overall project, which consists of approximately 345 acres.

The City Council approved the original Development Agreement with Master Plan for the Antigua Bay project in 2017. The Master Plan includes single-family home lots at the north of the property, both multi-family and commercial zoned property, recreational amenities such as a public boardwalk and walking trails, and open space.

The submittal requirements for a sketch plat are listed in Section 11 of the Development Review Procedures Technical Manual.

11.1.1. Application and fees.

Staff comment: Received.

11.1.2. Name of the proposed development and development team.

Staff comment: Information provided as required.

11.1.3. Location map.

Staff comment: Information provided as required.

11.1.4. Survey of the parcel showing boundaries, total acreage, parcel numbers, legal description and all encumbrances such as easements, rights-of-way, etc.

Staff comment: Information provided as required.

11.1.5. A survey of trees and a sampling of understory vegetation as described in Section 30-40, Tree survey required before permit.

Staff comment: Per Ordinance No. 20-2021 development with an approved and recorded development agreement may complete development in compliance with former regulations. The applicant has an approved and recorded development agreement as of February 23, 2023 (Fourth Amendment of the Antigua Bay Development Agreement) and has submitted a tree survey of trees 20 inches and larger across the site.

The staff requested the preservation of lot 34 as a tree tract or pocket park amenity. The development of this lot appeared to result in the removal of eight specimen trees (20-46 inches). The applicant responded that the site [will] require significant grade changes to meet stormwater requirements. Pine trees cannot handle any type of grade change in their proximity. Another issue with this location is that due to the change in the wetland line, some of these trees are now located in the [proposed] dry retention area.

11.1.6. Site data including parcel size, current Zoning and Future Land Use classification, lands to be dedicated to public use, proposed easements, rights-of-way.

Staff comment: Information provided as required.

11.1.7. Existing site characteristics including general information on site conditions and characteristics including adjacent development, wooded areas, location of major trees, existing utilities, ditches, swales, wetlands and water bodies, flood zones, topography, soils types, and areas of critical concern. Note any variances or conditional use permits that have been granted for the site. Additional site-specific data as necessary to describe any impacts to conservation/wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations. A wetlands survey less than five (5) years old prepared by a professional land surveyor registered in the state shall be provided depicting the boundaries of the wetlands and surface waters (ponds, canals, ditches). The wetlands survey shall be based upon a delineation utilizing F.A.C. Ch. 62-340, as amended, or other standards accepted by the appropriate regulatory agency. Where no wetlands or surface waters have been identified on site based upon either the Future Land Use map or U.S. Fish and Wildlife Service National Wetlands Inventory, the wetlands survey is not required.

Staff comment: Information provided as required.

11.1.8. Proposed Sketch Plat showing streets, lots and other subdivision features such as common areas, retention areas, parks, etc. Street layouts shall indicate the type of street and proposed rights-of-way. Lot layouts shall identify the proposed number of lots and proposed lot sizes. Any required regulatory waivers or revisions shall be noted.

Staff comment: Information provided as required.

11.1.9. The general layout of water, sewer and storm water systems including proposed connections for water and sewer and the legal positive outfall location for the storm water management system. Summary should include estimate of water allocation permit quantities (total average daily water demand - gallons).

Staff comment: Information provided as required.

11.1.10. Proposed phasing.

Staff comment: No phasing is proposed.

11.1.11. An analysis of the proposed project relative to the City's concurrency management standards.

Staff comment: A preliminary concurrency review indicated that the residential use will not exceed the level of service standards of the comprehensive plan for concurrency related facilities, specifically water, sewer, transportation, and parks and open space. A formal concurrency review, including stormwater management, will be required with the submittal of the site plan/preliminary plat as required by the code.

11.1.12. Any other information the applicant or staff believes is necessary to adequately convey the proposed development concept to the Planning and Zoning Commission and City Council.

Staff comment: The applicant has provided initial engineering information on sheets labeled "Preliminary Grading, Drainage & Paving Plan" and "Preliminary Water & Sewer Plan" beyond what is required for a sketch plat.

The staff recommends approval of the Tranquility Shores Phase 3 Sketch Plat as consistent with the City's Comprehensive Plan and the requirements of Section 34-151 "Sketch Plat."

Alternatives:

1. Recommend approval of the sketch plat.
2. Recommend approval of the sketch plat with conditions.
3. Do not recommend approval of the sketch plat.

Item Budgeted:

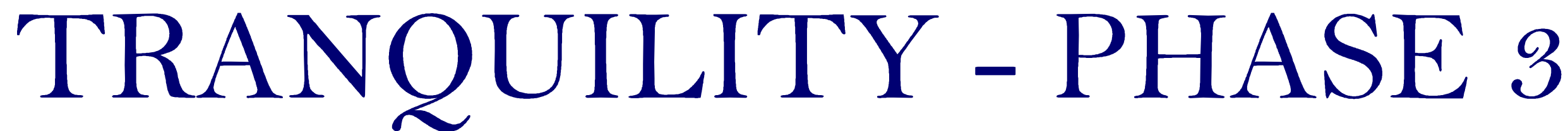
Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

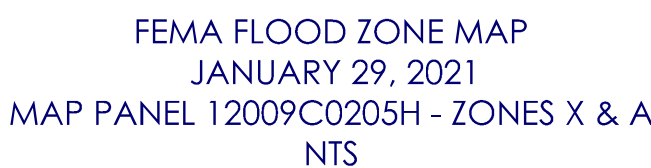
ATTACHMENTS:

1. Sketch Plat



SKETCH PLAT

- C- 1 COVER
- C- 2 LEGEND & NOTES
- C- 3 AERIAL MAP
- C- 4 EXISTING CONDITIONS PLAN
- C- 5 BORING LOCATION PLAN
- C- 6 OVERALL SITE PLAN
- C- 7 OVERALL COMMON OPEN SPACE PLAN
- C- 8 TREE REMOVAL & PRESERVATION PLAN
- C- 9 WETLAND MANAGEMENT PLAN
- C- 10 SITE PLAN
- C- 11 PRELIMINARY GRADING, DRAINAGE & PAVING PLAN
- C- 12 PRELIMINARY WATER & SEWER PLAN
- C- 13 SITE CROSS-SECTIONS
- S- 1- 4 BOUNDARY, TOPOGRAPHIC, & TREE SURVEY



PRELIMINARY CONCURRENCY

SHEET NO:	C-1
CADD FILE:	Tranquillity Sketch Plat.dwg
FILE NO:	Sec 35, T 22 S, R 35 E

LAND CLEARING NOTES:

1. THE FIRST ORDER OF THE CLEARING OPERATION SHALL BE THE SURVEY OF THE BUFFER, TRACT AND EASEMENT LINES WITH THE INSTALLATION OF SILT FENCE ALONG THESE LINES AS INDICATED IN THESE PLANS. ALL TREES AND VEGETATION WITHIN THESE LIMITS SHALL BE REMOVED. ALL TREES AND VEGETATION OUTSIDE OF THE CLEARING LIMITS SHALL BE PRESERVED AND PROTECTED. DUE TO CUT AND FILL AND SITE GRADING REQUIREMENTS DUE TO STORMWATER CRITERIA THE ENTIRE AREA AS DEPICTED WITHIN THE SILT FENCING SHALL BE CLEARED. THE SITE IS BEING CONSTRUCTED IN ONE PHASE. THE CLEARING AREA IS INDICATED AS THE AREA INSIDE THE SILT FENCE.
2. CONTRACTOR SHALL BE RESPONSIBLE TO CLEARLY MARK TREES TO BE PRESERVED PRIOR CLEARING ACTIVITIES. HE SHALL COORDINATE WITH OWNER AND THE CITY OF TITUSVILLE ENGINEERING DEPARTMENT FOR APPROVAL OF THE TREE MARKINGS IN ORDER TO ENSURE THAT THE PROPER TREES ARE BEING SAVED AND THAT NONE ARE BEING REMOVED.
3. CONTRACTOR SHALL BE RESPONSIBLE TO REPORT ANY ISSUES WITH ANY AND ALL PRESERVED TREE LOCATIONS THAT MAY INTERFERE WITH THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. IF THERE IS A PROBLEM IT NEEDS TO BE RESOLVED PRIOR TO REMOVAL OF ANY SUCH TREE.
4. CONTRACTOR TO USE CAUTION WHILE WORKING AROUND PRESERVED TREES. TREE PROTECTION BARRIERS SHALL BE INSTALLED AS SOON AS PRACTICAL.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL FINES OR PENALTIES LEVIED AGAINST THE PROJECT AS A RESULT OF DAMAGE TO OR REMOVAL OF PRESERVED TREES.
6. PER THE CITY OF TITUSVILLE ENVIRONMENTAL PROTECTION TECHNICAL MANUAL, SECTION 2.3.1 THE FOLLOWING TYPES OF TREES CAN BE REMOVED WITHOUT A PERMIT OR REMOVAL AUTHORIZATION FROM THE CITY. IF THESE TREES ARE PART OF A DEVELOPMENT SUBMITTAL THEN THEY SHOULD BE NOTED ON THE PLANS AS NUISANCE SPECIES. ADDITIONAL SPECIES MAY BE INCLUDED IN THE FOLLOWING LIST BY REFERENCE TO THE FLORIDA DEPARTMENT OF AGRICULTURE'S CATEGORY 2 INVASIVE PLANT LIST, AS AMENDED:

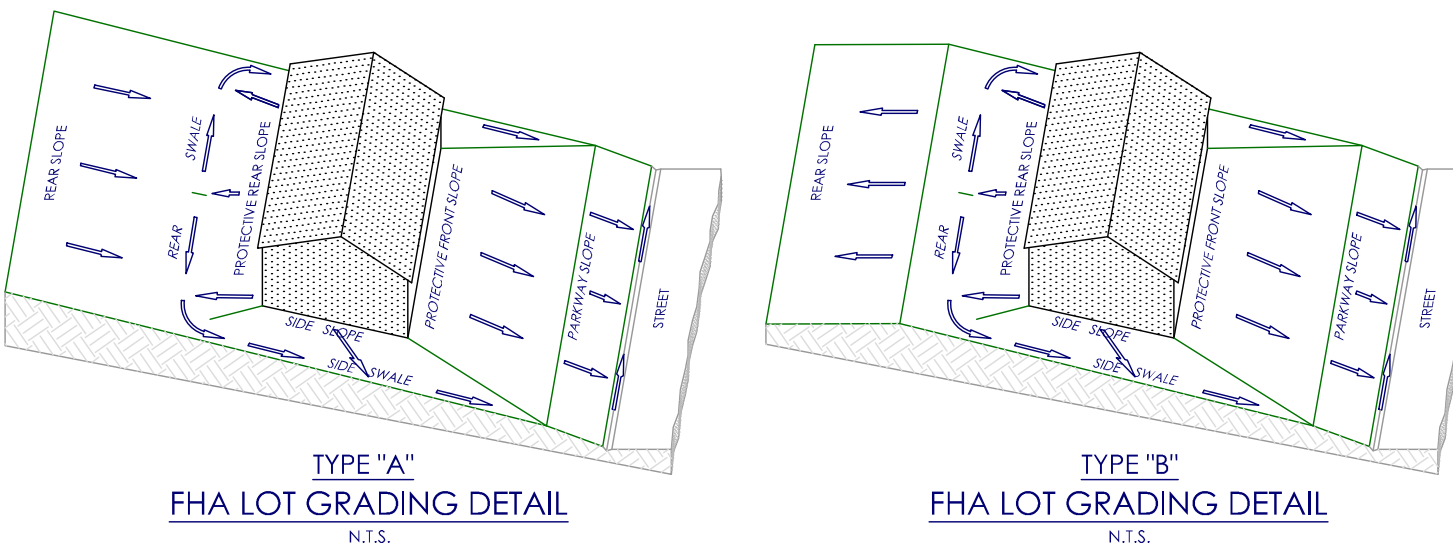
COMMON NAME	SCIENTIFIC NAME
BRAZILIAN PEPPER	SCHINUS TEREBINTHIFOLIUS
EAR	ENTEROLOBIUM CYCLOCARPUM
JACARANDA	JACARANDA ACUTIFOLIA
CHINABERRY	MELIA AZEDARACH
AUSTRALIAN PINE	CASUARINA SPP
PINK	MELALEUCA
EUCALYPTUS	EUCALYPTUS SPP
7. PER THE CITY OF TITUSVILLE ENVIRONMENTAL PROTECTION TECHNICAL MANUAL, SECTION 2.5.1.2 DURING CONSTRUCTION, IT SHALL BE UNLAWFUL TO PLACE ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE NATURE TO ANY TREE WHICH IS TO BE RETAINED.
8. PER THE CITY OF TITUSVILLE ENVIRONMENTAL PROTECTION TECHNICAL MANUAL, SECTION 2.6.3 WHEN ONE OR MORE INDIVIDUAL THREATENED OR ENDANGERED SPECIES ARE DOCUMENTED TO BE PRESENT ON A DEVELOPMENT SITE DURING THE COURSE OF CONSTRUCTION, ALL ACTIVITIES WHICH MAY HARM THE INDIVIDUAL SPECIES OR THEIR HABITAT SHALL CEASE. THE APPLICANT SHALL SUBMIT AN ENVIRONMENTAL ASSESSMENT PER SECTION 2.6 OF THIS TECHNICAL MANUAL ALONG WITH ANY REQUIRED MODIFICATION TO THE SITE OR SUBDIVISION PLAN. NO ACTIVITY CAN BE RESUMED IN THE ENVIRONMENTAL IMPACT AREA UNTIL THE ASSESSMENT AND MODIFICATION HAVE BEEN APPROVED BY THE CITY. SAID REQUIREMENTS SHALL BE INCORPORATED INTO A MANAGEMENT PLAN APPROVED AS SET FORTH IN 2.3 ABOVE, AND THE SITE PLAN OR SUBDIVISION PLAT SHALL BE AMENDED TO BE CONSISTENT WITH THE MANAGEMENT PLAN.
9. PER LDR 30-303 (a) (3) - CLEARING, CLEARING OF DEVELOPMENT SITES, SHALL NOT BE ALLOWED PRIOR TO THE ISSUANCE OF A SITE CLEARING PERMIT AND AN APPROVED PHASED CLEARING PLAN, SHOWING CUT AND FILL QUANTITIES TO BE MOVED ON-SITE, IS REQUIRED.
10. BURNING OF LAND CLEARING DEBRIS IS REQUIRED TO BE IN A PIT WITH AN AIR CURTAIN INCINERATOR (ACI) AND COMPLY WITH FLORIDA STATUTES, FLORIDA FOREST SERVICE, AND FLORIDA FDEP BURNING REGULATIONS.

ROADWAY, EARTHWORK AND DRAINAGE NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS OF CONSTRUCTION UNLESS OTHERWISE INDICATED. REMOVING TREES, STUMPS, ROOTS, MUCK, AND ALL OTHER UNSUITABLE MATERIALS.
2. ALL ROADWAY, DRAINAGE, AND PAVING CONSTRUCTION, MATERIALS, AND WORKSMANSHIP SHALL BE IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS DEPICTED ON THE PLANS, THE LATEST CITY OF TITUSVILLE DEVELOPMENT STANDARDS, AND SPECIFICATIONS, AND THE LATEST REVISION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
3. TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/THWA) AND THE REQUIREMENTS OF THE STATE AND LOCAL AGENCY HAVING JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION OF, SUBMITTAL OF, AND COMPLIANCE WITH MAINTENANCE OF TRAFFIC PROCEDURES, TO BE APPROVED BY FDOT OR AS APPLICABLE, PRIOR TO COMMENCING CONSTRUCTION WITHIN THE RESPECTIVE RIGHT OF WAY.
4. ALL CONCRETE DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH THE CITY OF TITUSVILLE DEVELOPMENT STANDARDS AND SPECIFICATIONS AND THE LATEST REVISIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "ROADWAY" AND TRAFFIC DESIGN STANDARDS".
5. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III, UNLESS OTHERWISE NOTED. IT SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST FDOT ROADWAY STANDARDS AND SPECIFICATIONS AND THE MANUFACTURER'S LATEST SPECIFICATIONS. CONTRACTOR MAY SUBSTITUTE CONCRETE PIPE WITH HDPE WHERE ALLOWED BY THE CITY OF TITUSVILLE.
6. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL STORM DRAINAGE STRUCTURES TO THE ENGINEER OF RECORD AND THE CITY OF TITUSVILLE PUBLIC WORKS DEPARTMENT, PRIOR TO ORDERING OF MATERIALS. THE ENGINEER OF RECORD SHALL PROVIDE APPROVAL TO THE CONTRACTOR.
7. WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT.
8. ALL CONCRETE USED IN CONSTRUCTION SHALL BE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI IN 28 DAYS, UNLESS OTHERWISE SPECIFIED ELSEWHERE. ALL CONCRETE SIDEWALKS SHALL HAVE CONTROL JOINTS CUT ON 5 FT CENTERS AND EXPANSION JOINTS PLACED ON 25 FT CENTERS.
9. CONTRACTOR TO OVER EXCAVATE DRY RETENTION AREAS AND SWALES TO REMOVE THE HARDPAN LAYER IN THE AREAS WHERE IT EXISTS. SEE GEOTECHNICAL REPORTS C-7 AND BORING LOGS ON SHEET C-8 TO DETERMINE THE APPROXIMATE EXCAVATION REQUIREMENTS. THE HARDPAN SOILS CAN BE USED AS FILL FOR THE BUILDING PADS AND ROADWAYS AREA WHERE NEEDED.
10. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED ON THE PLANS AND S SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A HEALTHY STAND OF GRASS IS FIRMLY ESTABLISHED.
11. THE CONTRACTOR SHALL UTILIZE METHODS TO CONTROL SURFACE WATER DURING DEWATERING AND ROADWAY PREPARATION, INCLUDING TEMPORARY SWALES, BERMS, ETC., TO MINIMIZE THE IMPACT OF RAIN DELAYS ON THE PROJECT SCHEDULE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE WITHIN ROAD AND DRAINAGE RIGHT-OF-WAYS AS A DIRECT RESULT OF NEW CONSTRUCTION. ALL UNPAVED AREAS WITHIN THE EXISTING RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
13. SOD ALL SLOPES GREATER THAN 5:1. WET DETENTION POND BANKS BETWEEN THE PROPERTY LINE AT THE TOP OF BANK AND THE DESIGN WATER LEVEL, AND A TWO FOOT WIDE STRIP ADJACENT TO THE BACK OF ALL CURBS.
14. ALL DISTURBED AREAS ARE TO BE PROTECTED WITH EITHER SOD OR SEED AND MULCH AS REQUIRED BY BEST MANAGEMENT PRACTICES INCLUDING THE RESIDENTIAL LOT AREAS. THIS PERTAINS ONLY TO THE CERTIFICATE OF COMPLETION OF THE SUBDIVISION IMPROVEMENTS.
15. CONTRACTOR TO CONTACT THE CITY OF TITUSVILLE AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ROADWAY BASE AND ASPHALT PAVING OPERATIONS.
16. ALL TRAFFIC SIGNS LOCATED IN THE PROPOSED RIGHTS OF WAY TO BE MOUNTED AT STANDARD HEIGHT; MINIMUM 7 FT FROM FINISH GRADE TO THE BOTTOM OF SIGN AND DD BE INSTALLED IN ACCORDANCE WITH THE CITY OF TITUSVILLE DETAILS AND SPECIFICATIONS.
17. ALL CONSTRUCTION IN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT STANDARD PLANS (INDEXES), THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE FDOT UTILITY ACCOMMODATIONS MANUAL, AND ALL OTHER FDOT MANUALS OR SPECIFICATIONS PERTAINING TO CONSTRUCTION WITHIN FDOT RIGHT-OF-WAYS.

GRADING NOTES:

1. ALL LOTS SHALL BE FILLED TO 22" ABOVE CENTERLINE OF ROAD AND GRADED BY THE SITE CONTRACTOR UNLESS OTHERWISE NOTED. HOME BUILDER RESPONSIBLE TO GRADE LOTS TO FINAL PAVEMENT GRADES AS SHOWN HEREON.
2. ALL GRADING SHALL COMPLY WITH CITY OF TITUSVILLE CODE OR ORDINANCES.
3. ALL LOTS SHALL BE GRADED IN ACCORDANCE WITH FIA LAND PLANNING BULLETIN NO. 3 "DRAINAGE AND GRADING DATA SHEET 72".
4. ALL LOT GRADING SHALL COMPLY WITH FLORIDA BUILDING CODE SECTION R401.3 DRAINAGE. GRADE SHALL FALL A MINIMUM OF 6" IN THE FIRST 10 FEET.
5. ALL FILL PLACED UNDER AND WITHIN 5 FT OF THE BUILDING SLAB SHALL BE OF CLEAN SAND WITH NO FRIABLE OR OTHER DELETERIOUS MATERIAL. THE FILL SHALL BE COMPACTED TO A MINIMUM DENSITY OF 98% MAXIMUM (ASHTO T-180).
6. THE APPROXIMATE FINISHED FLOOR ELEVATIONS (FFE'S) SHOWN HEREON ARE FOR THE LOWEST LIVING FLOOR EXCLUSIVE OF GARAGE. ALL FFE'S ARE TO BE SET AT 22" MINIMUM ABOVE THE ROAD CENTERLINE. THE ACTUAL FFE'S SHALL BE BASED ON AS-BUILT SURVEYED ELEVATIONS APPROVED BY THE BUILDING DEPARTMENT. ENGINEER WILL NOT BE RESPONSIBLE FOR ERRORS IN FINISHED FLOOR ELEVATIONS. IF HOUSES HAVE BEEN CONSTRUCTED ON NEIGHBORING LOTS, FINISHED FLOOR ELEVATIONS SHOULD BE SURVEYED AND INDICATED ON PROPOSED LOT GRADING PLANS FOR NEW LOTS SO THAT LARGE ELEVATION DIFFERENCES BETWEEN NEIGHBORING LOTS CAN BE ELIMINATED.
7. EXCEPT AT DOORWAYS, FINISHED GRADE ADJACENT TO HOUSE SHALL BE A MINIMUM OF 6" BELOW FFE.
8. HOME BUILDER TO GRADE LOTS TO FINAL PLANT GRADES AS SHOWN HEREON, PAYING SPECIAL ATTENTION TO RECONSTRUCT THE REAR LOT GRADES TO FINAL PLANT GRADES, WHERE APPLICABLE.
9. PERIMETER LOTS HAVING SWALES MUST HAVE THE REAR LOT SWALES AND GRADES ESTABLISHED BY THE SITE CONTRACTOR AT THE TIME OF FINAL INSPECTION.



GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED HEREIN IN CONFORMANCE WITH CITY OF TITUSVILLE, FDOT'S, FDEPS AND ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTIONS SPECIFICATIONS AND REQUIREMENTS, WHICHEVER MAY APPLY. HE SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS. HE SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED. REMOVING TREES, STUMPS, ROOTS, MUCK AND ALL OTHER DELETERIOUS MATERIAL.
2. THE EXACT LOCATIONS OF EXISTING UTILITIES ARE UNKNOWN. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BIDDING BY EITHER NOTIFYING THE UTILITY COMPANIES TO LOCATE THEIR UTILITIES OR BY FIELD VERIFICATION. HE SHALL BE RESPONSIBLE TO REPLACE ANY UTILITY DAMAGED RESULTING FROM HIS CONSTRUCTION AT HIS OWN EXPENSE. POINT OF CONNECTION OF ALL UTILITIES SHALL BE MADE FIVE FEET FORM THE OUTSIDE OF THE BUILDING, OR AS INDICATED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND BONDS PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING A SAFE AND SECURE CONSTRUCTION SITE. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL SAFETY CODES AND REQUIREMENTS TO INSURE THAT WORKERS, MATERIALS, ON-SITE AND OFF-SITE PROPERTY, AND ALL OTHER AFFECTED PERSONS ARE SAFE. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO INSURE THAT THE SITE IS SECURE AND INACCESSIBLE TO UNAUTHORIZED PERSONS.
5. BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY INFORMATION WAS PROVIDED BY THE OWNER AS PREPARED BY AAL LAND SURVEYING SERVICES, INC., PROJECT NO 26542 2-3 BTT, DATED MARCH 15, 2022. ELEVATIONS ARE BASED ON NATIONAL VERTICAL GEODETIC DATUM OF 1929.
6. ACCORDING TO COMMUNITY MAP PANEL NO 12009C0205G, DATED JANUARY 29, 2021, THIS PROPERTY LIES IN FLOOD ZONES "X" AND "A" NORTH AMERICAN VERTICAL DATUM 1988.
7. THE GEOTECHNICAL REPORTS USED FOR PROJECT DESIGN WERE PROVIDED BY THE OWNER AS PREPARED BY: UNIVERSAL ENGINEERING SCIENCES, PROJECT NO 0330.2100188.0000, DATED FEBRUARY 15, 2022.
8. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF APPROVED SITE PLANS, SPECIFICATIONS AND ANY SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
9. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.
10. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
11. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER OF RECORD.
12. THE CONTRACTOR SHALL BE RESPONSIBLE TO SUBMIT TO THE ENGINEER OF RECORD AN AS-BUILT SURVEY DEPICTING THE LOCATION OF ALL CONSTRUCTED IMPROVEMENTS, INCLUDING ELECTRIC SERVICE, AS CERTIFIED BY A REGISTERED LAND SURVEYOR, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
13. PER LDR 39-421(E) - OBSTRUCTION TO VISION AT STREET INTERSECTIONS, (1) WITHIN THE AREA FORMED BY THE RIGHTS-OF-WAY LINES OF INTERSECTING STREETS, AND A STRAIGHT LINE CONNECTING POINTS ON SUCH RIGHTS-OF-WAY AT A DISTANCE OF FIFTY (50) FEET FROM THEIR POINT OF INTERSECTION, AND AN EXTENSION OF SUCH CONNECTING LINES BEYOND THE POINTS TO THE CURB LINES, THERE SHALL BE A CLEAR SPACE WITH NO OBSTRUCTION, FIXED OR MOVABLE, TO VISION ABOVE THE HEIGHT OF THIRTY (30) INCHES ABOVE THE AVERAGE GRADE OF EACH STREET AS MEASURED AT THE CENTER LINE THEREOF. SAID CLEAR SPACE MAY BE INCREASED UPON DETERMINATION BY THE ADMINISTRATOR THAT ADDITIONAL AREA IS REQUIRED FOR TRAFFIC SAFETY REASONS. (2) THE REQUIREMENTS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT ANY NECESSARY RETAINING WALL. (3) TREES SHALL BE PROHIBITED IN THE CLEAR SPACE REQUIRED ABOVE. (4) LAMP POSTS AND STREET NAME SIGN POSTS AND OTHER REGULATORY (SIGNS) SHALL BE PERMITTED IN THE CLEAR SPACE. (5) ILLUMINATING FIXTURES OR SIGNS ARE PROHIBITED WITHIN THE PRESCRIBED CLEAR SPACE DESCRIBED IN (1) ABOVE.

TITUSVILLE WATER RESOURCES NOTES:

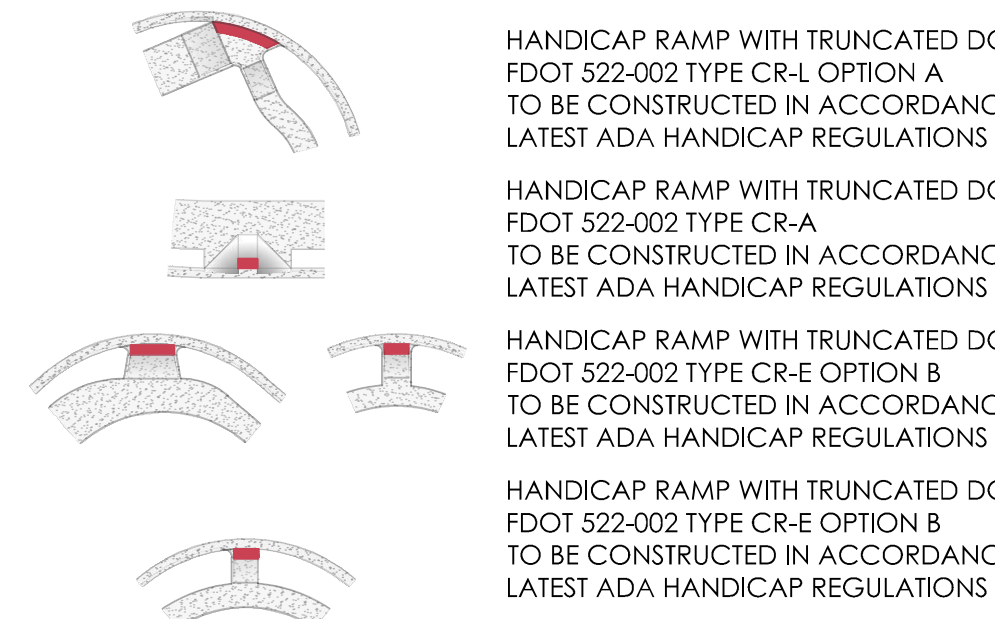
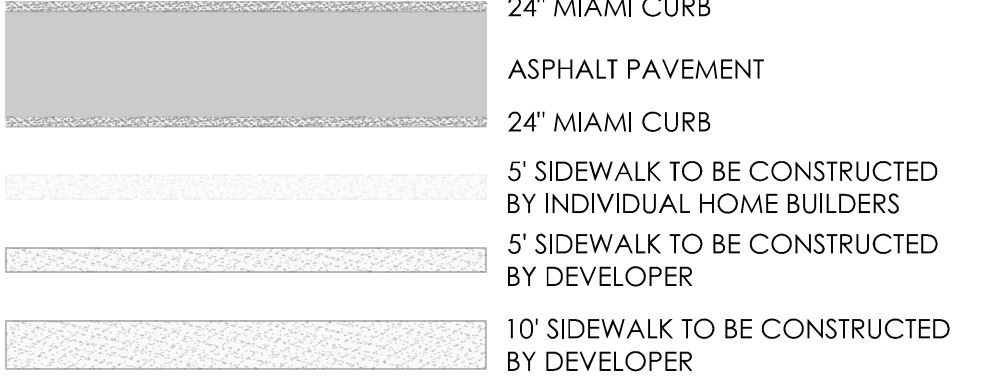
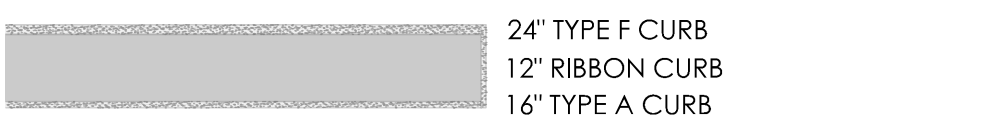
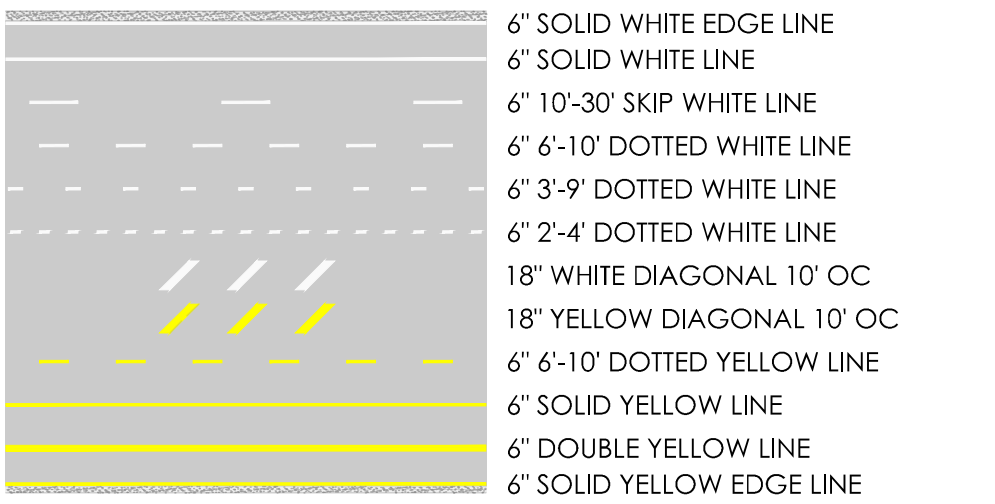
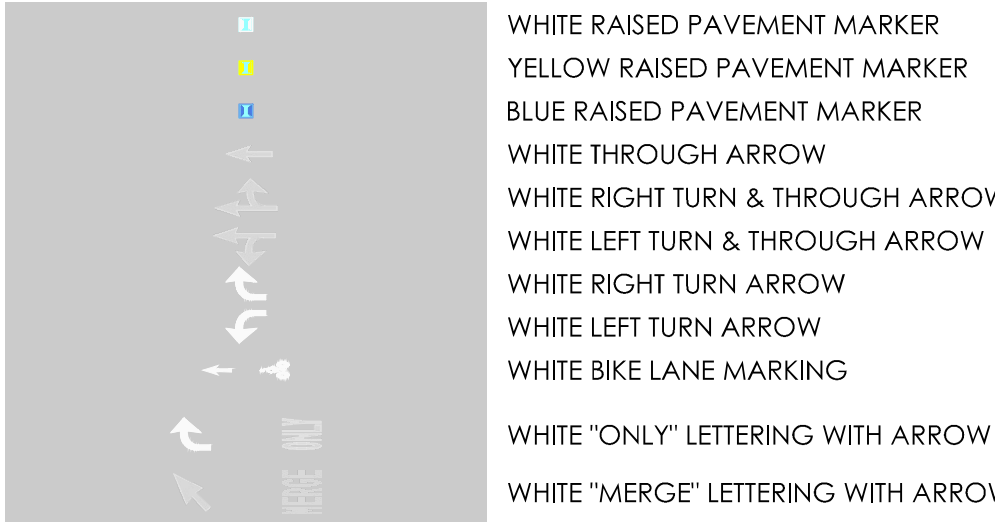
1. ALL POTABLE WATER CONSTRUCTION SHALL BE ACCORDANCE WITH THE CITY OF TITUSVILLE "WATER RESOURCES" DEPARTMENT TECHNICAL SPECIFICATIONS REVISED JANUARY 2018".
2. THE FIRE HYDRANT SYMBOL SHOWN HEREIN DEPICTS A TYPICAL FIRE HYDRANT ASSEMBLY WHICH INCLUDES A FIRE HYDRANT, GATE VALVE, AND HYDRANT TEE. FIRE HYDRANT ASSEMBLIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF TITUSVILLE "WATER RESOURCES DEPARTMENT TECHNICAL SPECIFICATIONS REVISED JANUARY 2018" AND "POTABLE WATER DETAILS AND SPECIFICATIONS", JANUARY 2018; EXHIBIT NO'S W2 AND W3. SEE SHEET C-38.
3. THE WATER SERVICE SYMBOLS SHOWN HEREIN DEPICT EITHER A TYPICAL SINGLE OR DOUBLE WATER SERVICE. ALL WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF TITUSVILLE "WATER RESOURCES DEPARTMENT TECHNICAL SPECIFICATIONS REVISED JANUARY 2018" AND "POTABLE WATER DETAILS AND SPECIFICATIONS", JANUARY 2018; EXHIBIT NO. W8. SEE SHEET C-38. SERVICES SHALL NOT BE TAPPED AT THE TOP OF THE PIPE.
4. ALL SANITARY SEWER CONSTRUCTION SHALL BE ACCORDANCE WITH THE CITY OF TITUSVILLE "WATER RESOURCES" DEPARTMENT TECHNICAL SPECIFICATIONS REVISED JANUARY 2018".

FIRE DEPARTMENT NOTES:

1. WATER FOR FIRE FIGHTING PURPOSES SHALL BE INDICATED WITH BLUE ROADWAY REFLECTOR, PLACED ONE FOOT OFF THE CENTERLINE OF THE ROAD FACING THE FIRE HYDRANT. THIS INCLUDES NEW AND EXISTING SOURCES.
2. WATER FOR FIRE FIGHTING PURPOSES SHALL BE AVAILABLE AT THE TIME COMBUSTIBLES ARE BROUGHT ON SITE.
3. NEW FIRE HYDRANTS SHALL BE POSITIONED NO MORE THAN 8 FEET NOR LESS THAN 3 FEET FROM THE BACK OF CURB WITH THE CENTER LINE OF THE PUMPER CONNECTION (4.5') FACING THE STREET, AND NOT GREATER THAN 22'-28" ABOVE THE FINISH GRADE. ALSO HYDRANTS SHALL BE READILY ACCESSIBLE WITHOUT THE NEED TO TRANSVERSE SWALES, DITCHES, ETC.
4. ALL FIRE HYDRANTS SHALL HAVE A CLEARANCE OF 8' IN FRONT & TO THE SIDES AND A 5' OF CLEARANCE TO THE REAR OF HYDRANT OR FIRE DEPARTMENT CONNECTION. NO LANDSCAPE MATERIALS WITHIN THESE AREAS IS ALLOWED.
5. ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED, 14 FOOT WIDE, ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING A 32-TON EMERGENCY VEHICLE. THE DRIVING SURFACE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.

PLAN VIEW LEGEND:

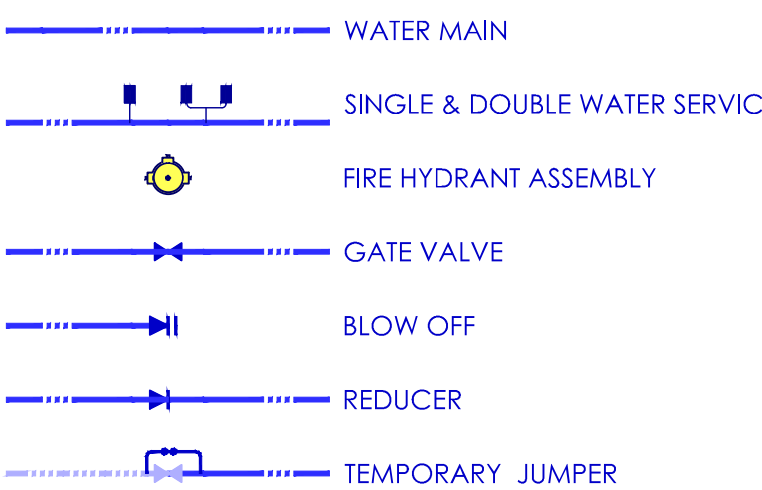
PAVING, CURB, STRIPING, SIDEWALKS, AND HANDICAP RAMPS:



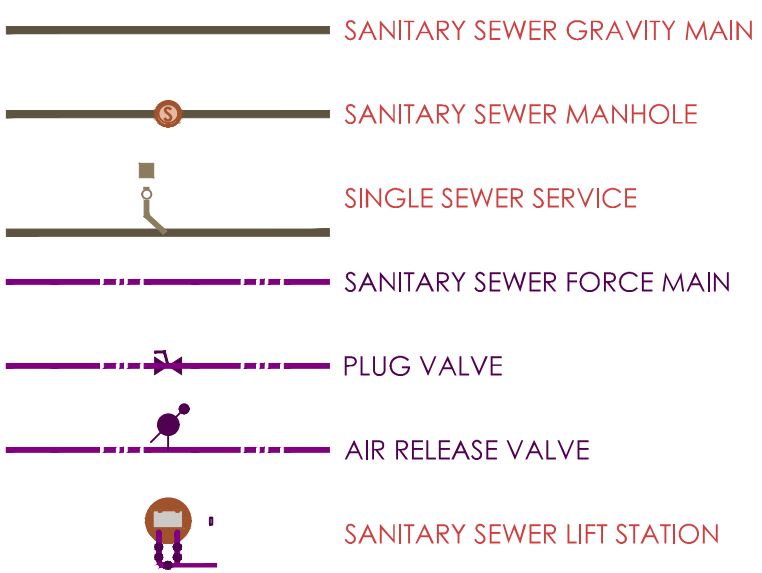
STANDARD LETTERING DENOTES PROPOSED IMPROVEMENTS

PROPOSED PHASE 3 CONSTRUCTION:

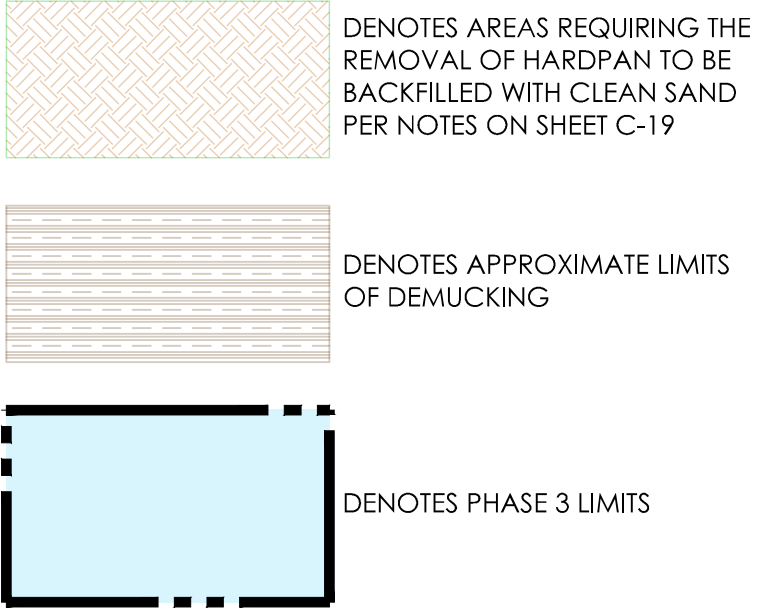
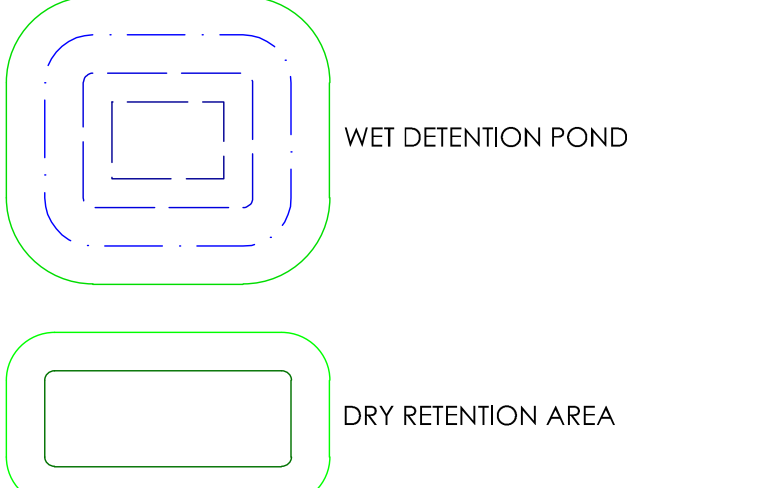
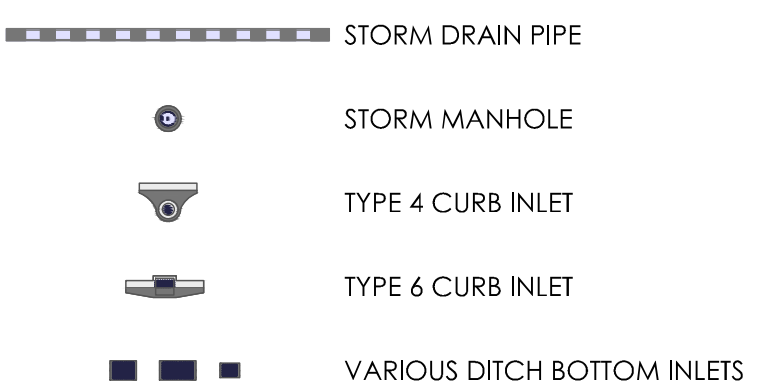
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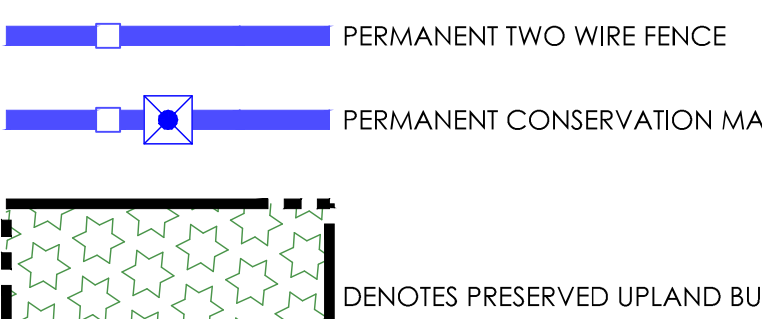
SANITARY SEWER:



STORM DRAIN:



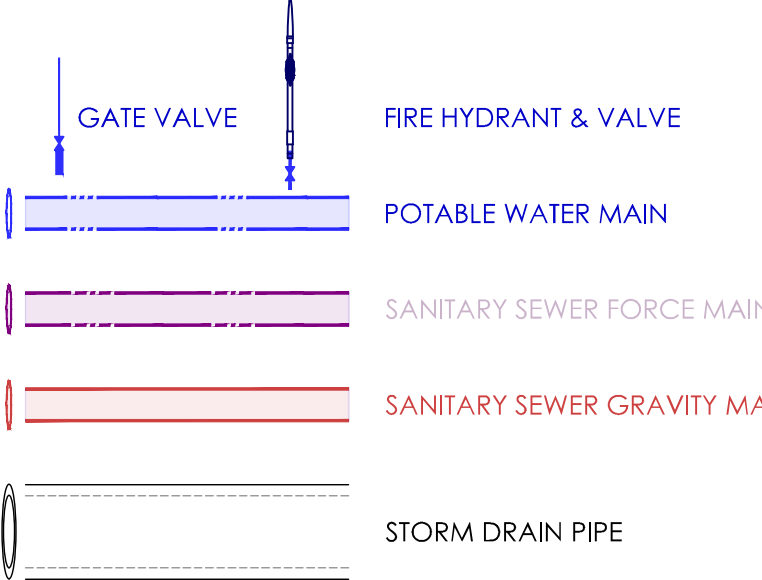
WETLAND MANAGEMENT:



PROFILE VIEW LEGEND:

PROPOSED IMPROVEMENTS:

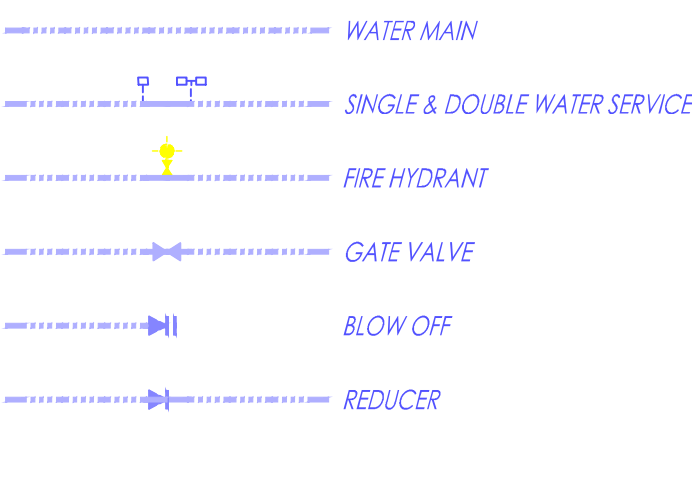
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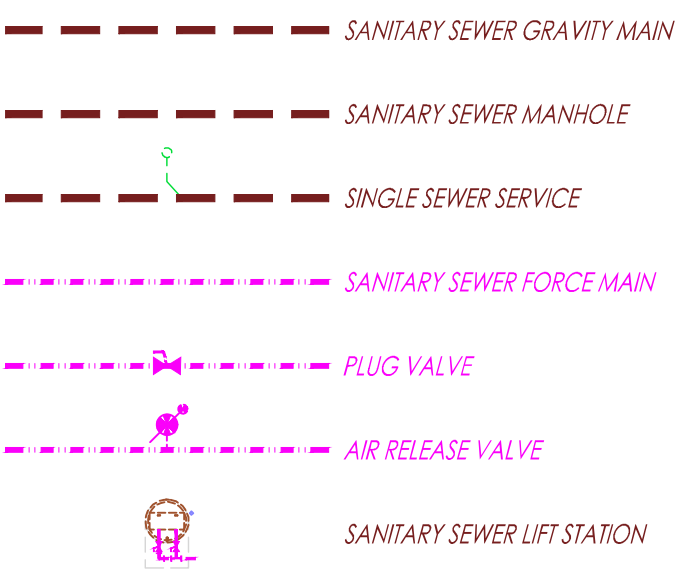
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EXISTING OR PHASE 1 & 2 UNDER CONSTRUCTION:

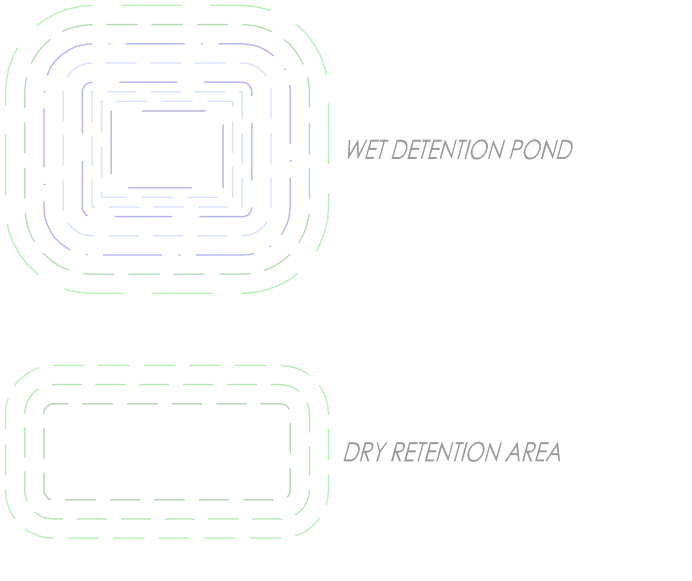
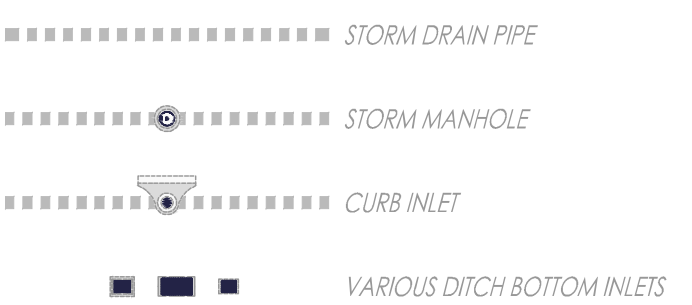
POTABLE WATER:



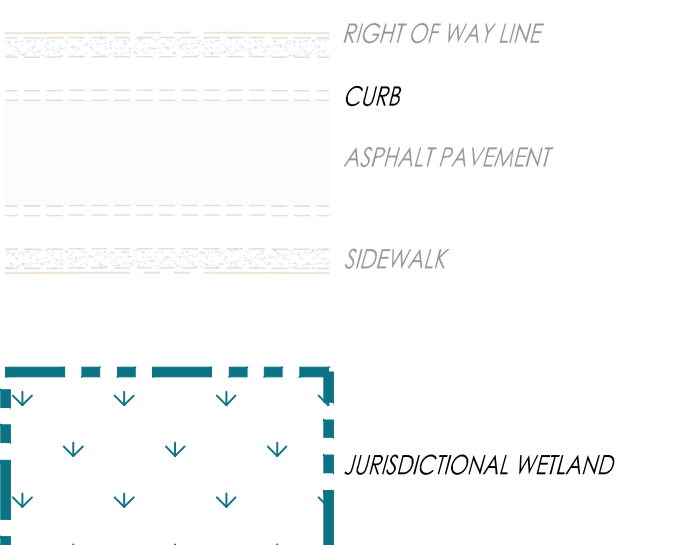
SANITARY SEWER:



STORM DRAIN:



ROADWAY & WALKWAYS:



LEGEND & NOTES

TRANQUILITY - PHASE 3 SKETCH PLAT
REGIONAL MIXED USE DEVELOPMENT
TITUSVILLE, BREVARD COUNTY, FLORIDA

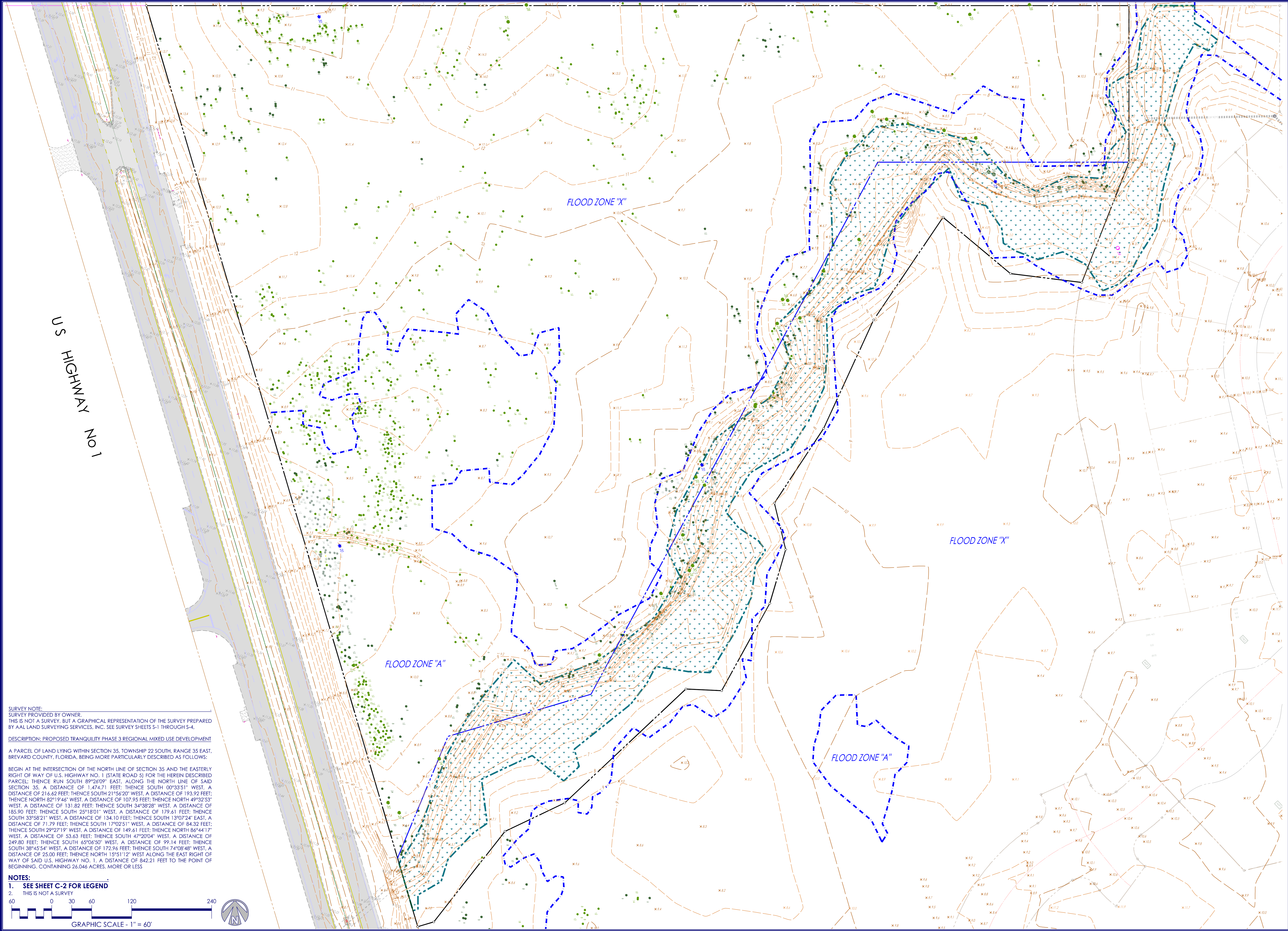
FOR:

CAROLINA HOLDINGS II, LLC
3129 SPRINGBANK LANE, CHARLOTTE, NC FL 28226

Honeycutt & Associates, Inc.
ENGINEERS, SURVEYORS, PLANNERS
3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
Certificate of Authorization EB-0007623



SHEET NO: C-2
CADD FILE: Tranquility Sketch Plat.dwg
FILE NO: Sec 35, T 22 S, R 35 E



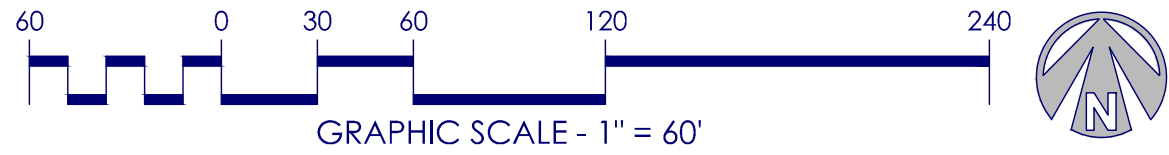
SURVEY NOTE:
SURVEY PROVIDED BY OWNER.
THIS IS NOT A SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE SURVEY PREPARED BY AAL LAND SURVEYING SERVICES, INC. SEE SURVEY SHEETS S-1 THROUGH S-4.

DESCRIPTION: PROPOSED TRANQUILITY PHASE 3 REGIONAL MIXED USE DEVELOPMENT

A PARCEL OF LAND LYING WITHIN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SECTION 35 AND THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) FOR THE HEREIN DESCRIBED PARCEL; THENCE RUN SOUTH 89°26'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1,474.71 FEET; THENCE SOUTH 00°35'51" WEST, A DISTANCE OF 216.62 FEET; THENCE SOUTH 21°56'20" WEST, A DISTANCE OF 193.92 FEET; THENCE NORTH 82°19'46" WEST, A DISTANCE OF 107.95 FEET; THENCE NORTH 49°32'53" WEST, A DISTANCE OF 131.82 FEET; THENCE SOUTH 34°38'28" WEST, A DISTANCE OF 185.90 FEET; THENCE SOUTH 25°18'01" WEST, A DISTANCE OF 179.61 FEET; THENCE SOUTH 33°58'21" WEST, A DISTANCE OF 134.10 FEET; THENCE SOUTH 1°30'24" EAST, A DISTANCE OF 71.79 FEET; THENCE SOUTH 17°02'51" WEST, A DISTANCE OF 84.32 FEET; THENCE SOUTH 29°27'19" WEST, A DISTANCE OF 149.61 FEET; THENCE NORTH 86°44'17" WEST, A DISTANCE OF 53.63 FEET; THENCE SOUTH 47°20'04" WEST, A DISTANCE OF 249.80 FEET; THENCE SOUTH 65°06'50" WEST, A DISTANCE OF 99.14 FEET; THENCE SOUTH 38°45'54" WEST, A DISTANCE OF 172.96 FEET; THENCE SOUTH 74°08'48" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 15°51'12" WEST ALONG THE EAST RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 842.21 FEET TO THE POINT OF BEGINNING, CONTAINING 26.046 ACRES, MORE OR LESS

- NOTES:
1. SEE SHEET C-2 FOR LEGEND
2. THIS IS NOT A SURVEY



DATE
06-14-2023

JOB NO.
23802-H

SCALE
NOTED
AS SHOWN

DRAWN
WA
WA

APPR.

SUBMITTAL DATE

DATE
06-14-2023

DATE
04-01-2024
08-09-2024

REVIEWED PER CITY OF TITUSVILLE COMMENTS DATED 01-26-2023
REVIEWED PER CITY OF TITUSVILLE COMMENTS DATED 07-09-2024

CITY
COUNTY
SIRWAD
FDBP
FOOT
CLIENT
OTHER
OTHER
OTHER

FOR REVIEW ONLY

STATE OF FLORIDA
PROFESSIONAL SEAL
ENGINEER
06817

Honeycutt & Associates, Inc.
ENGINEERS, SURVEYORS, PLANNERS
3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
Certificate of Authorization EB-0007623

EXISTING CONDITIONS PLAN
TRANQUILITY - PHASE 3 SKETCH PLAT
REGIONAL MIXED USE DEVELOPMENT
TITUSVILLE, BREVARD COUNTY, FLORIDA

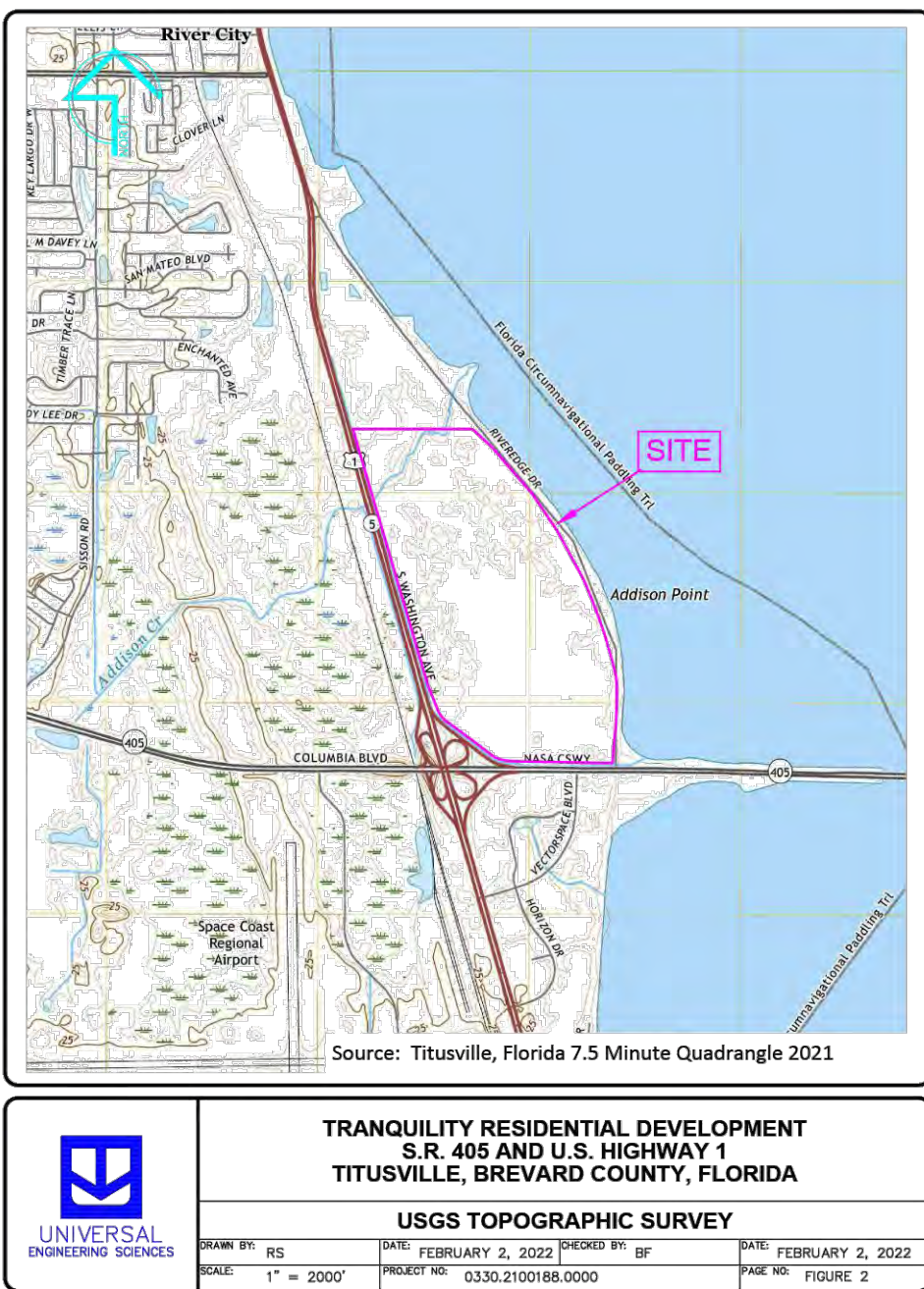
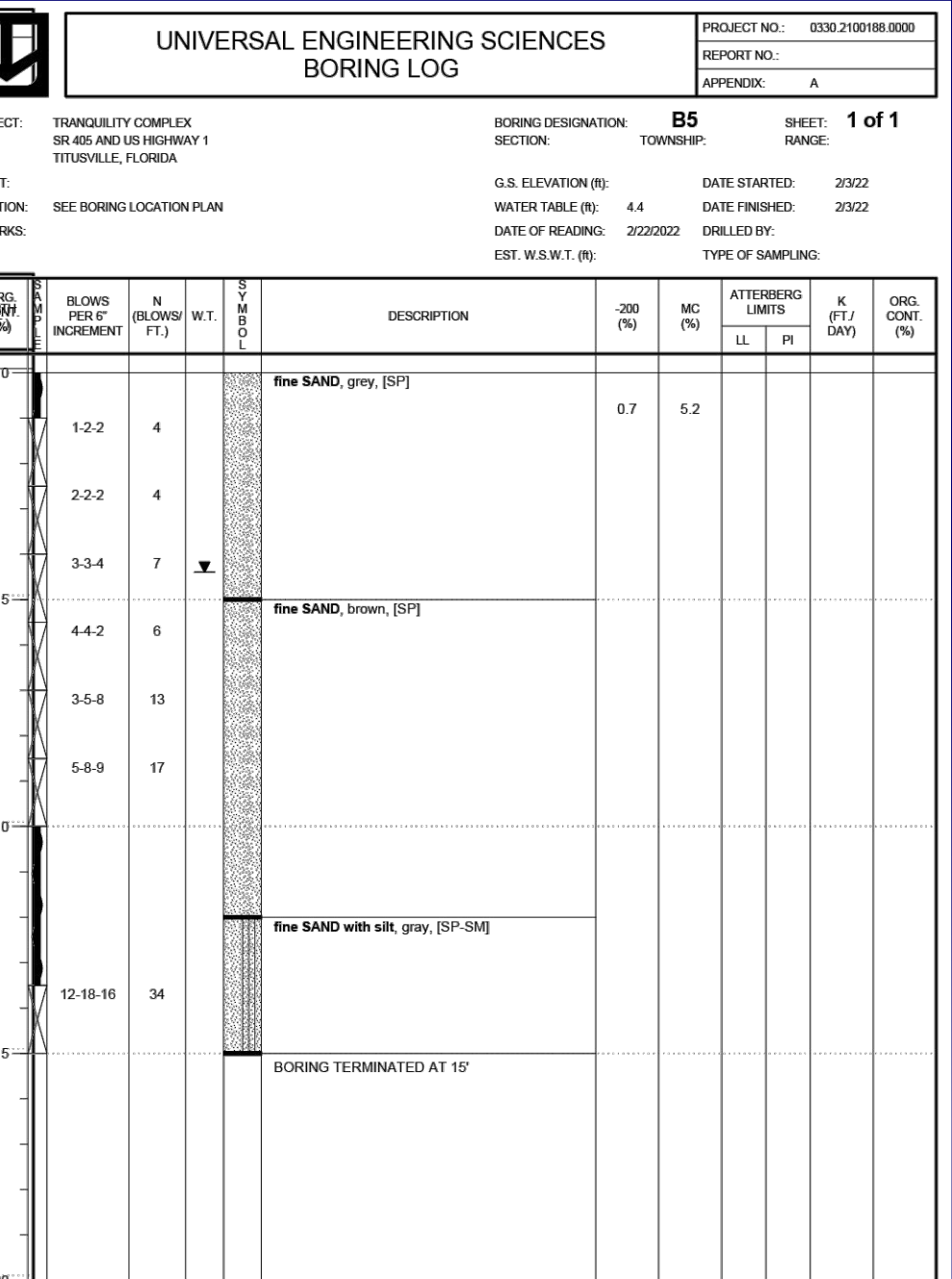
FOR:
CAROLINA HOLDINGS II, LLC
3129 SPRINGBANK LANE, CHARLOTTE, NC FL 28226

SHEET NO:
C-4

CADD FILE:
Tranquility Sketch Plat.dwg

FILE NO:
Sec 35, T 22 S, R 35 E

Page 114 of 163



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Acclote sand, frequently ponded, 0 to 1 percent slopes	5.9	1.5%
3	Acclote sand, frequently flooded	0.4	0.1%
10	Canaveral-Urban land complex	1.2	0.3%
28	Immokalee sand, 0 to 2 percent slopes	120.4	31.5%
36	Myakka sand, 0 to 2 percent slopes	41.6	10.9%
41	Orsino fine sand, 0 to 5 percent slopes	10.2	2.7%
43	Paola fine sand, 0 to 8 percent slopes	9.7	2.5%
49	Pomello sand, 0 to 5 percent slopes	145.0	37.9%
52	Quartzipsammets, smoothed	5.4	1.4%
56	St. Lucie fine sand, 0 to 5 percent slopes	35.3	9.2%
100	Waters of the Atlantic Ocean	7.7	2.0%
Totals for Area of Interest		382.6	100.0%



		Honeycutt & Associates, Inc. ENGINEERS, SURVEYORS • PLANNERS 3700 South Washington Avenue Titusville, Florida 32780 (321) 267-6253 • Fax (321) 269-7847 Certificate of Authorization EB-0007623	
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BORING LOCATION PLAN TRANQUILITY PHASE 3 SKETCH PLAT REGIONAL MIXED USE DEVELOPMENT TITUSVILLE, BREVARD COUNTY, FLORIDA		FOR: CAROLINA HOLDINGS II, LLC 3129 SPRINGBANK LANE, CHARLOTTE, NC FL 28226	
SHEET NO:		C-5	
CAD FILE:		Transquility Sketch Plat.dwg	

PHASE 3 SINGLE-FAMILY SUBDIVISION COMMON OPEN SPACE TABULATION									
OPEN SPACE					PARKS & RECREATION				
DESCRIPTION	AREA	% of SITE	% of RUMD		DESCRIPTION	AREA	% of SITE	% of RUMD	
OVERALL DEVELOPMENT	14,990,795.60 SF = 344.141 Ac		100.00%						
PHASE 3 SINGLE-FAMILY SUB	850,904.57 SF = 19.534 Ac		100.00%				100.00%		100.00%
TRACT B1	60,181.84 SF = 1.382 Ac	7.07%	0.40%						
TRACT B2	18,109.65 SF = 0.416 Ac	2.13%	0.12%		TRACT D3	144,313.73 SF = 3.313 Ac	16.96%	0.96%	
TRACT D1	16,260.07 SF = 0.373 Ac	1.91%	0.11%						
TRACT D2	18,851 SF = 0.433 Ac	2.22%	0.13%						
TOTAL	113,404.41 SF = 2.603 Ac	13.33%	0.76%			144,313.73 SF = 3.313 Ac	16.96%	0.96%	
PHASE 3 SINGLE-FAMILY COMMON OPEN SPACE					257,718.14 SF = 5.916 Ac 30.29% 1.72%				
PHASE 3 PRESERVE TRACT C									
OPEN SPACE					PARKS & RECREATION				
DESCRIPTION	AREA	% of SITE	% of RUMD		DESCRIPTION	AREA	% of SITE	% of RUMD	
OVERALL DEVELOPMENT	14,990,795.60 SF = 344.141 Ac		100.00%						
PRESERVE TRACTS	283,666.10 SF = 6.512 Ac	100.00%					100.00%		100.00%
	0.00 SF = 0.000 Ac	0.00%	0.00%		TRACT C2	278,746.09 SF = 6.399 Ac	98.7%	1.86%	
					TRACT C3	4,920.01 SF = 0.113 Ac	1.73%	0.03%	
						283,666.10 SF = 6.512 Ac	100.00%	1.89%	
PHASE 3 PRESERVE TRACT C OPEN SPACE					283,666.10 SF = 6.512 Ac 100.00% 1.89%				
PHASE 3 TOTAL									
DESCRIPTION	AREA	% of SITE	% of RUMD		DESCRIPTION	AREA	% of SITE	% of RUMD	
OVERALL DEVELOPMENT	14,990,795.60 SF = 344.141 Ac		100.00%						
PHASE 3 TOTAL PROJECT AREA	1,134,570.50 SF = 26.046 Ac	100.00%					100.00%		100.00%
TRACTS B1 + B2 + D1 + D2	113,404.41 SF = 2.603 Ac	100.00%	0.76%		TRACTS C2 + C3 + D3	427,978.83 SF = 9.825 Ac	37.72%	2.85%	
PHASE 3 TOTAL PROJECT AREA COMMON OPEN SPACE					541,384.24 SF = 12.428 Ac 47.72% 3.61%				

DATE	JOB NO. 28602-1	F.B. NO.	SCALE NOTED AS SHOWN	DRAWN WA	APPR. WA	CITY	SUBMITTAL DATE
08-15-2022						CITY	
						COUNTY	
						SIEMOND	
						PDPF	
						FOOT	
						CLIENT	
						OTHER	
						OTHER	
						OTHER	
						OTHER	

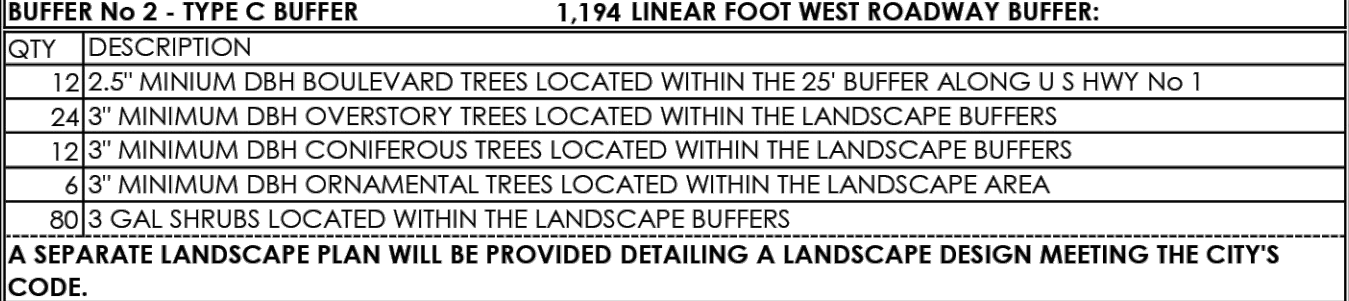
INDIAN RIVER LAGOON

4.89%

5.93%

STATE ROAD No 405

SHEET NO:	C-7
CADD FILE:	Tranquillity Sketch Plat.dwg
FILE NO:	Sec 35, T 22 S, R 35 E



60 0 30 60 120 240

GRAPHIC SCALE - 1" = 60'



DRY RETENTION

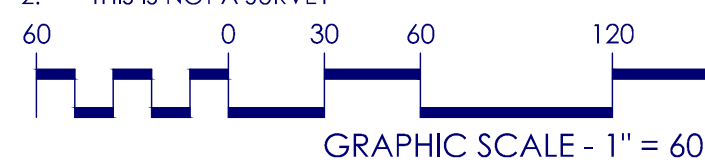
THIS AREA OF THE BUFFER IS ADJACENT TO AND INCLUDED IN THE RMU 100 ZONING DISTRICT. THIS AREA WILL BE PLACED IN A CONSERVATION EASEMENT AS REQUIRED BY THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT. THIS AREA WILL REMAIN IN ITS NATURAL CONDITION, NO ADDITIONAL PLANTING IS PLANNED.

SHEET NO: C-8
CADD FILE: Tranquillity Sketch Plat.dwg
FILE NO: Sec 35, T 22 S, R 35 E

JOB NO.	F.B. NO.	SCALE	AS NOTED IN DISCUSSION	DRAWN BY WA	APPR.
DATE					CITY
06-14-2023					COUNTY
					SURVAD
04-01-2024					POP
					FOOT
08-09-2024					CUBIT
					OTHER
					OTHER
					OTHER
					OTHER
					OTHER

US HIGHWAY No 1

- NOTES:
- SEE SHEET C-2 FOR LEGEND
 - THIS IS NOT A SURVEY



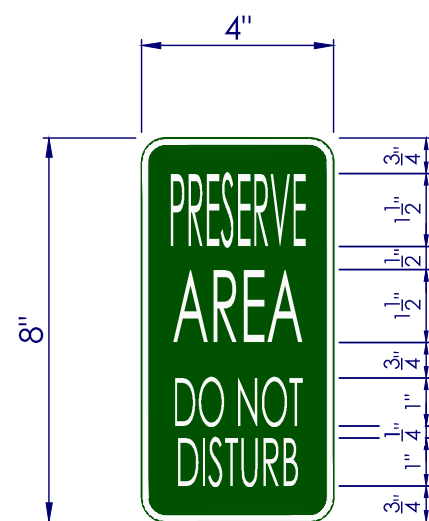
WETLAND PRESERVATION NOTES:

- THE PROPOSED MINIMUM UPLAND BUFFER WIDTHS ARE EQUAL TO OR GREATER THAN 25' MINIMUM REQUIRED BY THE APPROPRIATE GOVERNMENT AGENCIES HAVING JURISDICTION OF WETLANDS.
- TRACTS "C2" & "C3" SHALL BE FOR THE PURPOSE OF WETLAND CONSERVATION WITH THE INTENT TO PRESERVE THIS AREAS IN ITS NATURAL CONDITION AND TO PREVENT ANY USE OF THESE AREAS THAT MAY BE DETRIMENTAL TO THEIR ENVIRONMENTAL VALUE. THE TRACT SHOWN HEREON SHALL BE SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES. THE DEVELOPER AND HOMEOWNERS ASSOCIATION RESERVES THE RIGHT TO ACCESS THESE AREAS FOR THE PURPOSES OF THE INSTALLATION AND MAINTENANCE OF THE STORMWATER OUTFALL SYSTEM AND THE FUTURE SIDEWALK AND PEDESTRIAN BRIDGE TO BE PLACED WITHIN THE CONFINES OF THE 20' PUBLIC DRAINAGE AND ACCESS EASEMENT. TRACT C-1" SHALL BE OWNED BY TRANQUILITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS.
- ANY IMPACTS TO TREES WITHIN THIS TRACT SHALL BE OFFSET.
- CONTRACTOR SHALL USE DUE CAUTION WHEN WORKING IN CLOSE PROXIMITY TO THE EXISTING WETLANDS MAKING SURE TO KEEP THE REQUIRED PROTECTIONS IN GOOD WORKING CONDITION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL FINES OR PENALTIES LEVIED AGAINST THE PROJECT AS A RESULT OF DAMAGE TO THE PRESERVED WETLANDS CAUSED BY THE CONTRACTOR OR HIS SUB CONTRACTORS.

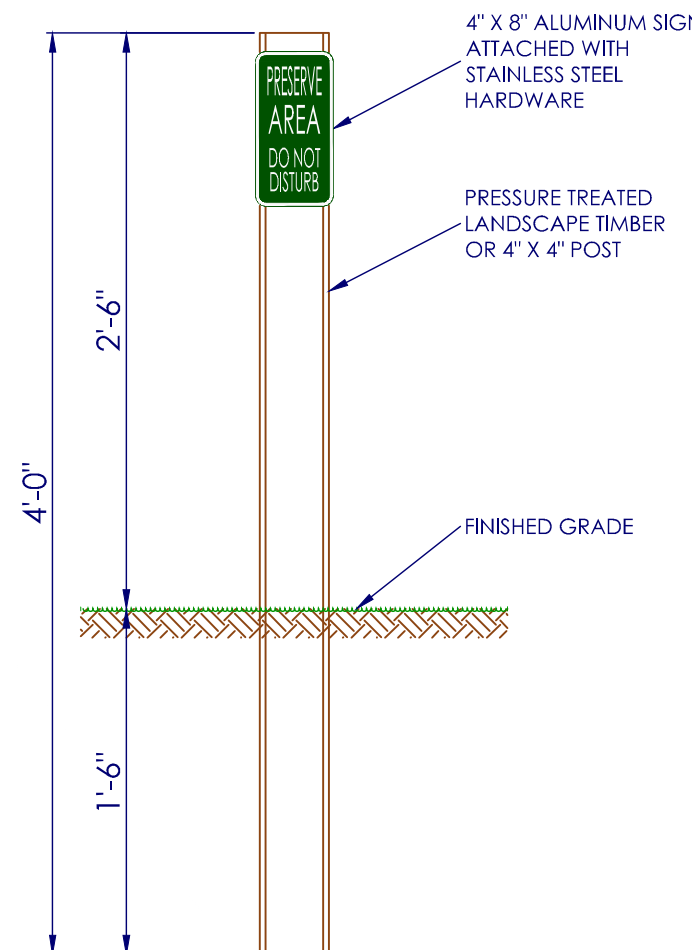
UPLAND BUFFER AREA 1
53,732 SF = 1.234 AC
AVERAGE WIDTH = 26.6'

WETLAND No 1 - (PHASE 3)
159,707 SF = 3.666 AC

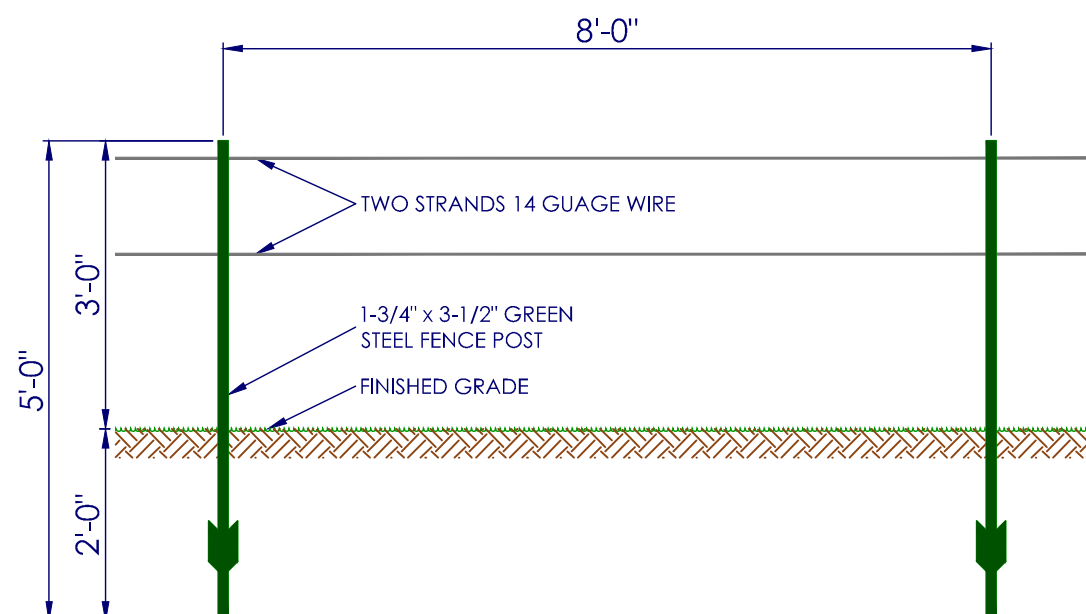
UPLAND BUFFER AREA 2
70,227 SF = 1.612 AC
AVERAGE WIDTH = 36.1'



4" X 8" ALUMINUM SIGN
WHITE LETTERING ON
GREEN BACKGROUND



PRESERVATION AREA MARKER DETAIL



TWO WIRE FENCE DETAIL

Honeycutt & Associates, Inc.
ENGINEERS, SURVEYORS, PLANNERS

3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
Certificate of Authorization EB-0007623

WETLAND MANAGEMENT PLAN
TRANQUILITY - PHASE 3 SKETCH PLAT
REGIONAL MIXED USE DEVELOPMENT
TITUSVILLE, BREVARD COUNTY, FLORIDA

SHEET NO: C-9
CADD FILE: Tranquility Sketch Plat.dwg
FILE NO: Sec 35, T 22 S, R 35 E

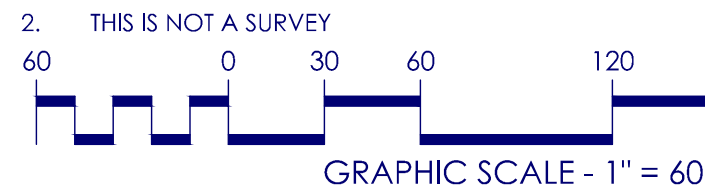


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DATE	JOB NO.	SCALE	APPR.	SUBMITTAL DATE
06-14-2023	23802-H	NOTED AS SHOWN	WA	
DATE	REVISED PER CITY OF TITUSVILLE COMMENTS DATED 01-26-2023	REVISION	CITY	
08-09-2024	REVISED PER CITY OF TITUSVILLE COMMENTS DATED 07-09-2024		COUNTY	
			SURVNO	
			FDP	
			FOOT	
			CLIENT	
			OTHER	
			OTHER	
			OTHER	

US HIGHWAY No 1

NOTES:
1. SEE SHEET C-2 FOR LEGEND
2. THIS IS NOT A SURVEY



EASEMENT NOTES:

- A 12 FEET WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL LOTS AND TRACTS COINCIDENT WITH AND ADJACENT TO THE PUBLIC ROAD RIGHT OF WAY TRACT A3 FOR THE INSTALLATION AND MAINTENANCE OF PUBUC UTILITIES AND DRAINAGE.
- UNLESS OTHERWISE SHOWN AN EASEMENT 5 FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO AND CONTIGUOUS WITH ALL SIDE LOT AND TRACT LINES FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION

GENERAL STATEMENT

THE DEVELOPER INTENDS TO CONSTRUCT THE THIRD PHASE SINGLE-FAMILY LOTS OF THE TRANQUILITY SHORES SUBDIVISION. THIS INCLUDES TAX PARCEL ID 22-35-35-00-2 AND A PORTION OF TAX PARCEL ID 22-35-35-00-1. THE PLAT COMPRISES THE 19.532 ACRE SINGLE-FAMILY SUBDIVISION, (RMU 200), AND THE 6.512 ACRE PRESERVE, (RMU 100), FOR A TOTAL OF 26.046 ACRES. THE SINGLE-FAMILY SUBDIVISION WILL COMPRISE 67 LOTS AND INCLUDE THE POTABLE WATER, SANITARY SEWER, STORMWATER, ROADWAYS, WALKWAYS, LANDSCAPING, AND ETC. WHILE THE PRESERVE PORTION WILL REMAIN IN ITS NATURAL CONDITION AND BE PLACED IN A CONSERVATION EASEMENT. THE OWNER HAS CREATED THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT, WHICH IS A PUBLIC ENTITY. ALL RIGHTS OF WAY, EASEMENTS, TRACTS, ETC. WILL BE DEDICATED TO THIS ENTITY FOR OWNERSHIP AND MAINTENANCE RESPONSIBILITIES. THE CITY OF TITUSVILLE WILL HAVE NO MAINTENANCE RESPONSIBILITIES FOR THESE PUBLIC RIGHTS OF WAY OR EASEMENTS. IN ADDITION, APPROPRIATE EASEMENTS WILL BE GRANTED TO THE CITY OF TITUSVILLE FOR INSTALLATION, OPERATION, AND MAINTENANCE OF THEIR RESPECTIVE UTILITIES.

FOR FIRE PROTECTION: TO ACCOMMODATE THE SIDE SETBACKS BEING PROPOSED, THE DEVELOPER AGREES TO MITIGATION IN THE FORM OF THE INSTALLATION OF FIRE SPRINKLER SYSTEMS IN EACH RESIDENTIAL STRUCTURE OR OTHER SOLUTION THAT IS ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION OVER SUCH ACTIVITIES.

WILDLIFE CORRIDOR / WETLAND BUFER AREA COMPARISON

ORIGINAL	WITHIN PHASE 2: 50,495 SF = 1.159 Ac
	WITHIN PHASE 3: 244,261 SF = 5.614 Ac
	TOTAL: 295,059 SF = 6.773 Ac
PROPOSED	WITHIN PHASE 2: 73,534 SF = 1.688 Ac
	WITHIN PHASE 3: 283,666 SF = 6.512 Ac
	TOTAL: 357,200 SF = 8.200 Ac

8.200 Ac > 6.773 Ac; THEREFORE, OKAY

WILDLIFE CORRIDOR / WETLAND
BUFFER PER TRANQUILITY PHASE 3

WILDLIFE CORRIDOR / WETLAND
BUFFER PER THE FOURTH AMENDMENT
TO DEVELOPMENT AGREEMENT FOR
TRANQUILITY (FORMERLY KNOWN AS ANTIGUA
BAY) MIXED-USE DEVELOPMENT; DATED MARCH
10, 2023.

WILDLIFE CORRIDOR / WETLAND
BUFFER PER TRANQUILITY PHASE 2

SITE PLAN

TRANQUILITY - PHASE 3 SKETCH PLAT
REGIONAL MIXED USE DEVELOPMENT
TITUSVILLE, BREVARD COUNTY, FLORIDA

FOR:

CAROLINA HOLDINGS II, LLC
3129 SPRINGBANK LANE, CHARLOTTE, NC FL 28226

Honeycutt & Associates, Inc.
ENGINEERS, SURVEYORS, PLANNERS

3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
Certificate of Authorization EB-0007623



DATE
06-14-2023

JOB NO.
23502-H

F.B. NO.

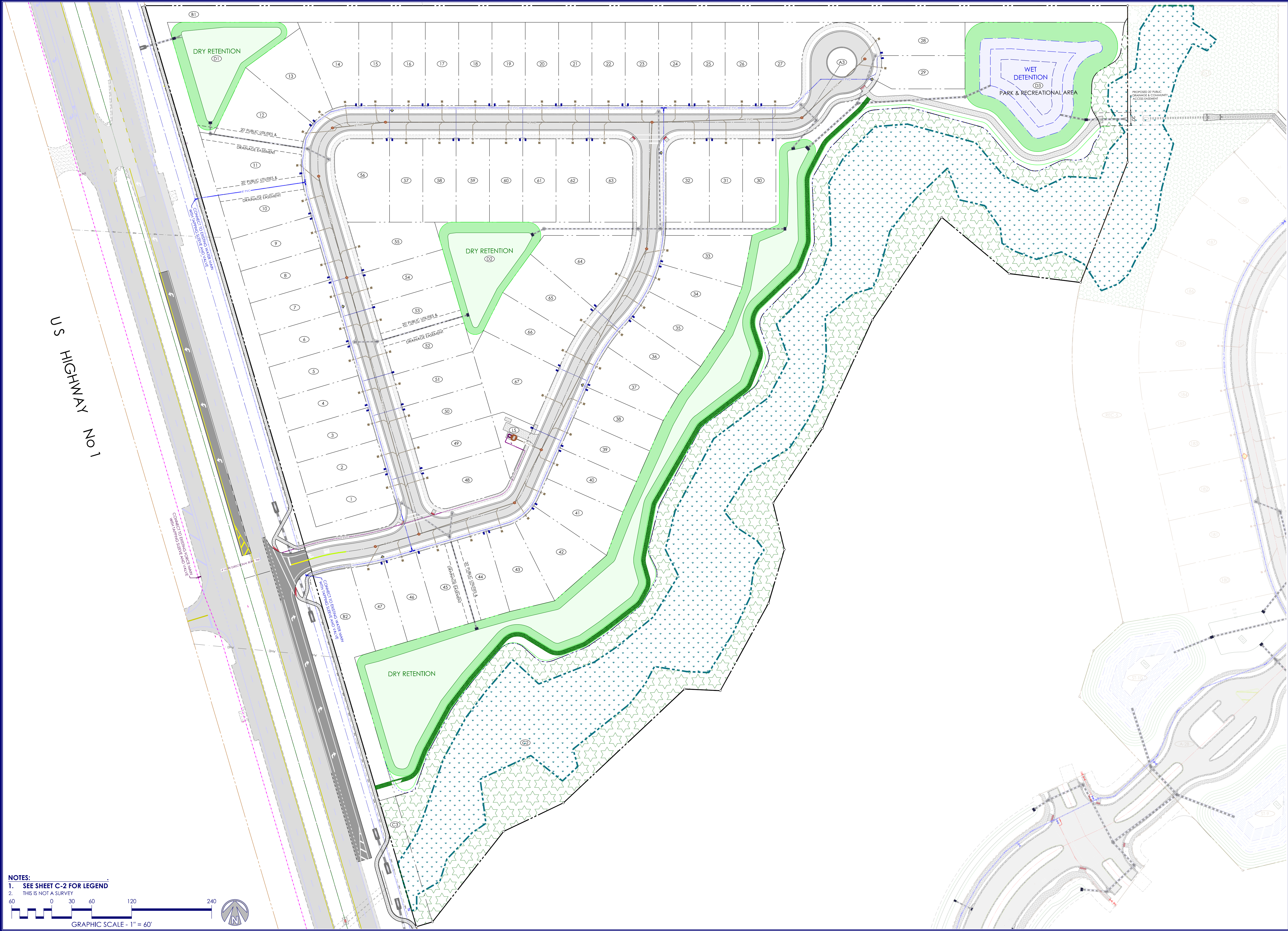
SCALE
NOTED
AS SHOWN

DRAWN
WA
WA

APPR.

CITY

SUBMITTAL DATE



NOTES:
1. SEE SHEET C-2 FOR LEGEND
2. THIS IS NOT A SURVEY

GRAPHIC SCALE - 1" = 60'

0 30 60 120 240

N

US HIGHWAY No 1

PRELIMINARY WATER & SEWER PLAN

TRANQUILITY - PHASE 3 SKETCH PLAT

REGIONAL MIXED USE DEVELOPMENT

TITUSVILLE, BREVARD COUNTY, FLORIDA

FOR:

CAROLINA HOLDINGS II, LLC

3129 SPRINGBANK LANE, CHARLOTTE, NC FL 28226

HAI

Honeycutt & Associates, Inc.

ENGINEERS, SURVEYORS, PLANNERS

3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
Certificate of Authorization EB-0007623

DATE: 06-14-2023

JOB NO.: 23502-H

SCALE: NOTED AS SHOWN

DRAWN: WA

APPR: WA

SUBMITTAL DATE:

CITY	COUNTY	SURVINO	FOOT	CLIENT	OTHER	OTHER

SHEET NO: C-12

CADD FILE: Tranquility Sketch Plat.dwg

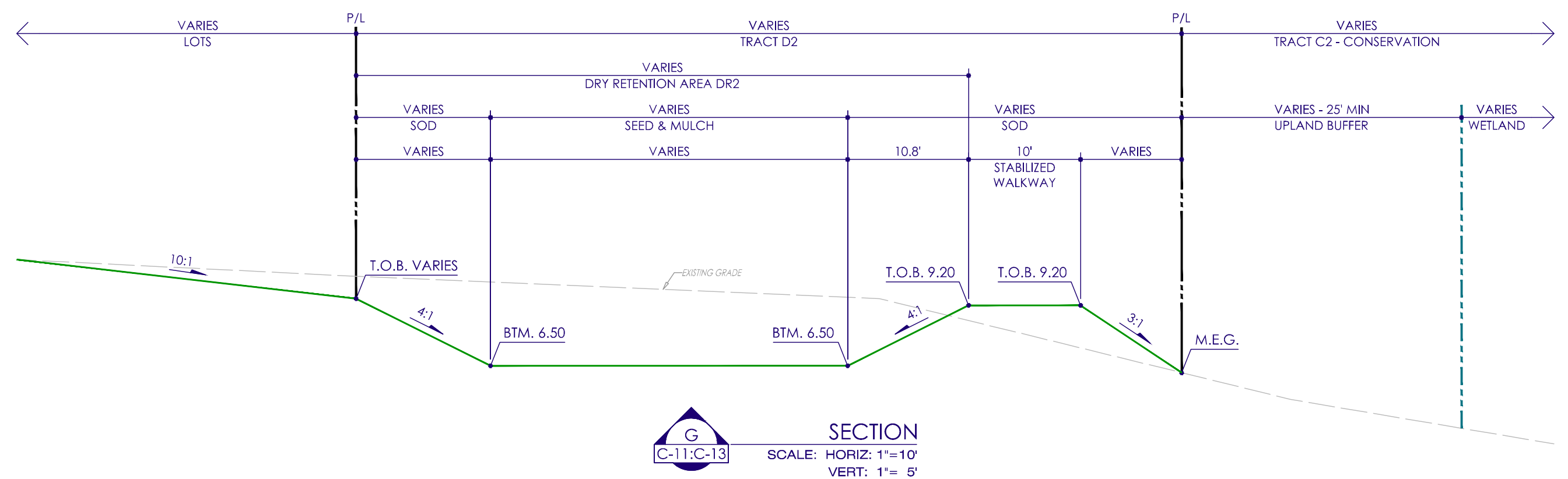
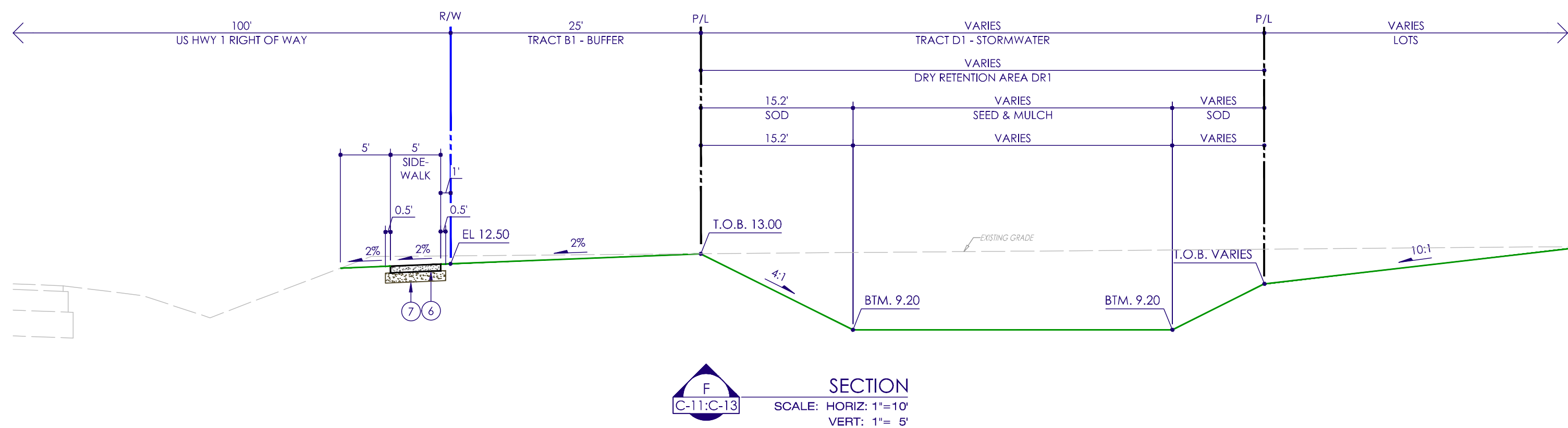
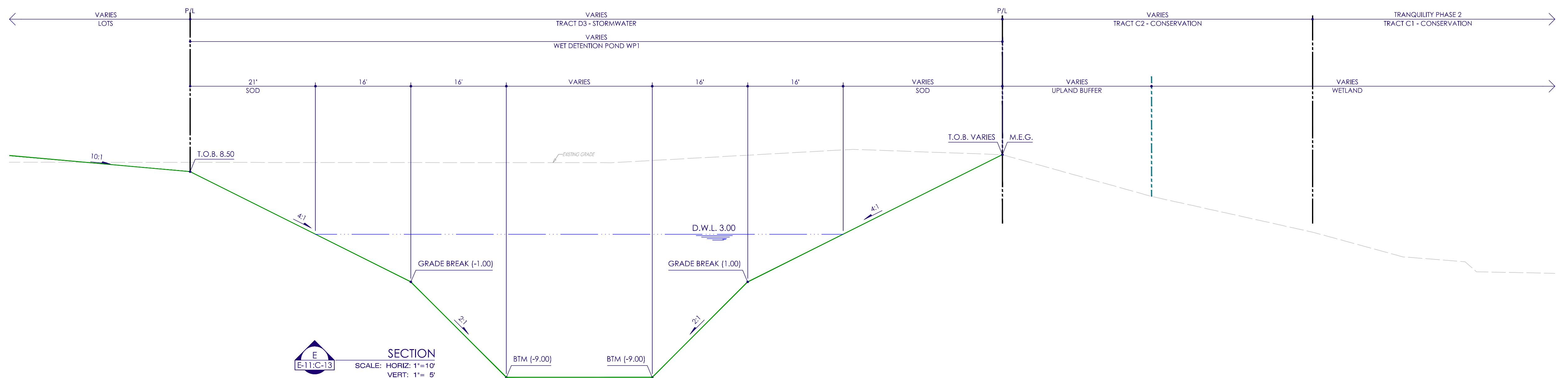
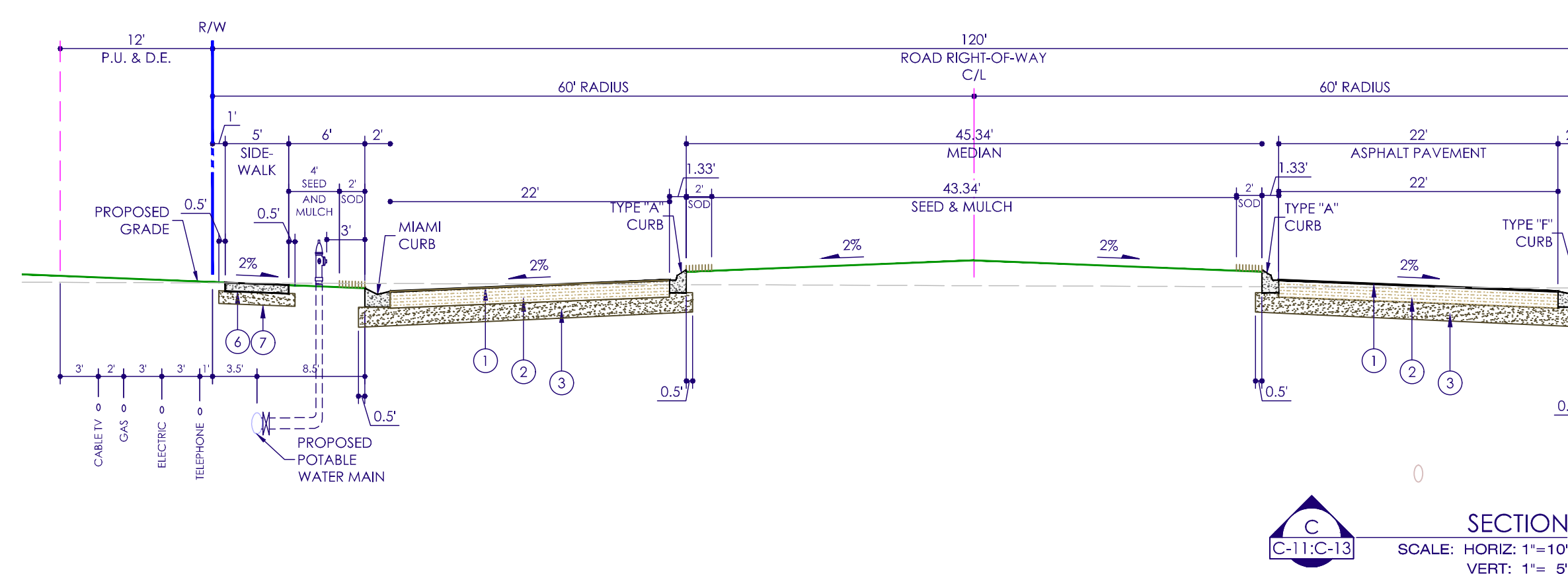
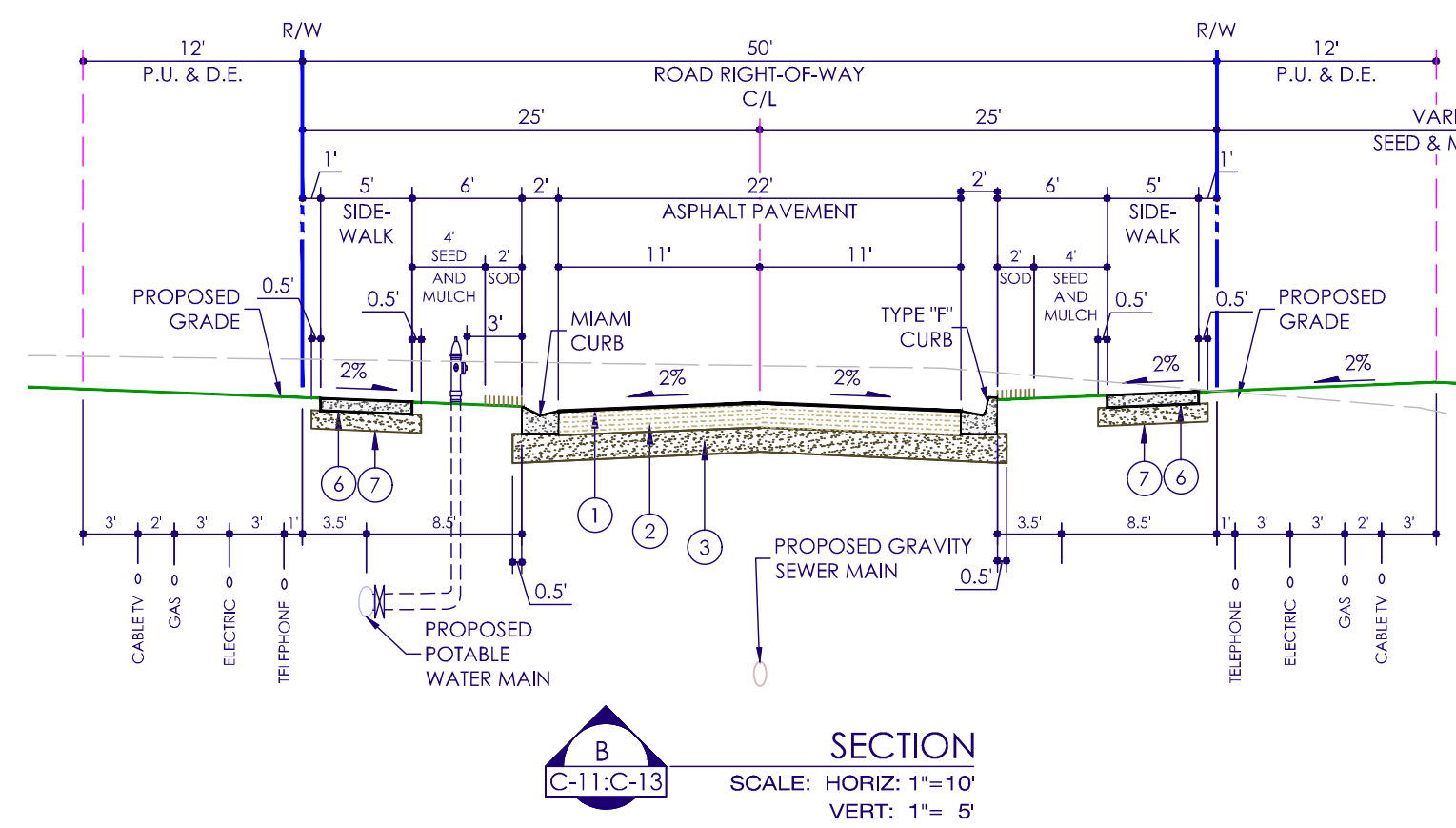
FILE NO: Sec 35, T 22 S, R 35 E

DATE: 06-14-2023

REVIEWED PER CITY OF TITUSVILLE COMMENTS DATED 01-26-2023

REVIEWED PER CITY OF TITUSVILLE COMMENTS DATED 07-09-2024

FOR REVIEW ONLY



SUBMITTAL DATE									
CITY	COUNTY	SIRWAD	FEET	CLIENT	OTHER	OTHER	OTHER	OTHER	OTHER
01-05-2023	DATE	JOB NO.	F.B. NO.	SCALE	AS SHOWN	WA	APPR.	REVISION	
08-08-2024	DATE	25602-H		1/8"=1'-0"	AS SHOWN	WA		REVISION	
REVENUE PER CITY OF THIRUVALLUR COMMENTS DATED 01-26-2023 REVENUE PER CITY OF THIRUVALLUR COMMENTS DATED 07-09-2024									

ROBERT M. KONECNY, P.E. ON DATE ADJACENT TO
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Honeycutt & Associates, Inc.
ENGINEERS, SURVEYORS, PLANNERS
3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
Certificate of Authorization EB-0007623

SITE CROSS-SECTIONS

TRANQUILITY - PHASE 2
REGIONAL MIXED USE DEVELOPMENT
TITUSVILLE, BREVARD COUNTY, FLORIDA

FOR:

CAROLINA HOLDINGS II, LLC
13129 SPRINGBANK LANE, CHARLOTTE, NC 28226

SHEET NO: C-13
CADD FILE: Tranquillity Sketch Plat.dwg
FILE NO: Sec 35, T 22 S, R 35 E

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Multi-family Infill Lots Ordinance**
Department/Office: Community Development

Recommended Action:

Conduct the public hearing for the Multi-family Infill Lots Ordinance and make a recommendation to City Council.

The City Council will hold a public hearing on January 14, 2024.

Summary Explanation & Background:

Summary

On March 12, 2024, the City Council considered findings regarding a citizen's concerns about the City's development standards and directed staff to provide additional information at a future meeting. Discussion included the need for affordable housing, buffers on small lots, current standards, variance process, etc. Enclosed for review is an ordinance amending the landscape yard (buffer) and interior side setbacks in the Multi-Family Medium Density (R-2) and Multi-Family High Density (R-3) zoning districts for properties two acres or less.

Background

On February 27, 2024, a citizen described issues related to the City's development standards; specifically, the landscape (buffer) versus setback requirements for small multifamily projects. Small lots that otherwise meet the minimum dimensions required in a multifamily zoning district may not be able to meet the landscape yard (buffer) standards. Variances are required to encroach into a landscape yard or to reduce the width of the yard. The Council requested the staff work with the citizen and report back with findings at a future date.

The City's landscape yard regulations require a 20-foot perimeter buffer on all residential development with the exception of single-family-lots. A proposal for a new residential development such as a single-family subdivision, townhome development, apartment complex or condominium development can typically accommodate the 20-foot buffer requirement. A proposal for a duplex, triplex or quadriplex residential building on a small parcel, that otherwise meets the minimum dimensions of the zoning, most

likely will require variances to address encroachments into the 20-foot buffer regulation. Enclosed for Council's review are two such examples. The presentation was given to Council at a meeting on November 23, 2021. The projects were developed on "infill" lots that required numerous variances to the Code, including buffer encroachments.

According to the Comprehensive Plan Future Land Use Element Policy 1.7.7 infill lots are defined as vacant, skipped-over parcels of land in built up areas that have been platted or previously developed more than 20 years ago. Infill development properties must also meet one or more of the following characteristics:

1. Is in a subdivision that is more than 80 percent built out and that was years ago.
2. Is within an area that contains lots of two acres or less where 80 lots or tracts are developed and have been for at least 20 years.
3. Is within a blighted area as defined by state law or is within the City's Community Development Block Grant Target areas.
4. Contains an original structure or use that is no longer viable or which is not economically feasible to renovate.
5. Contains an existing structure that does not comply with current development and/or zoning code requirements.
6. Is a lot that does not comply with current zoning or development code requirements and has been developed in the past.

Future Land Use Element Policy 1.7.8: A development must be readily accessible to infrastructure, services and public facilities to be designated as infill development.

Future Land Use Element Policy 1.7.9: The City shall provide standards and administrative process to facilitate infill development. The Land Development Regulations shall be amended to provide flexibility in site development.

Alternatives:

1. Recommend approval of the ordinance as written.
2. Recommend approval of the ordinance with changes.
3. Do not recommend approval of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Infill Lots Ord Ver6
2. Code dev desgin infill lot issues
3. Example
4. BUFFER % OF LOT BASED ON SIZE

ORDINANCE NO. __-2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO ENCOURAGE DEVELOPMENT OF MULTI-FAMILY INFILL LOTS BY REDUCING LANDSCAPE YARD REQUIREMENTS WITHIN INTERIOR SIDE YARD SETBACKS BY AMENDING CHAPTER 28 “ZONING”, SECTIONS 28-306 “MULTIFAMILY MEDIUM DENSITY RESIDENTIAL (R-2)” AND 28-307 “MULTIFAMILY HIGH DENSITY RESIDENTIAL (R-3)”; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE AND AN EFFECTIVE DATE.

WHEREAS, Future Land Use Policy 1.7.9 states that the “City shall provide standards and administrative process to facilitate infill development. The Land Development Regulations shall be amended to provide flexibility in site development”; and

WHEREAS, the Titusville City Council desires to encourage development of infill lots to reduce urban sprawl, maximize efficient use of existing infrastructure, and reduce impacts to existing natural areas by decreasing setbacks for multi-family medium (R-2) and high (R-3) density residential properties two (2) acres or less consistent with Future Land Use Policy 1.7.7 defining infill development; and

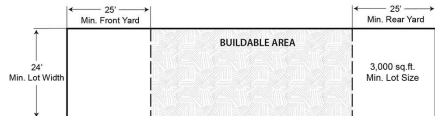
WHEREAS, the proposed amendments to the City’s land development regulations have been reviewed by the Planning and Zoning Commission who made a recommendation to the City Council prior to Council’s consideration of this ordinance.

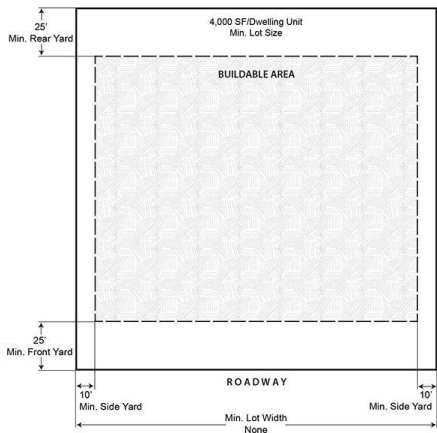
BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2: That Chapter 28 “Zoning”, Article VI “Zoning District Standards”, Section 28-306 “Multifamily Medium Density Residential (R-2)” of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

Sec. 28-306. Multifamily Medium Density Residential (R-2).

Multifamily Medium Density Residential (R-2)		
(a) Purpose		
The Multifamily Medium Density Residential (R-2) district is intended to allow the erection of a variety of housing types at a maximum density of nine (9) units per acre. This district is designed to allow development adjacent to arterial or collector streets and is well served by public services and facilities. When adjacent to R-1 zoning districts, the development within this district shall be designed carefully to provide maximum compatibility with adjacent development by proper architectural design, landscaping, screening and parking.		
(b) Use Standards		Typical Lot Pattern
See Chapter 28 Article IV and Article V		
(c) Intensity and Dimensional Standards		
Lot area, minimum (sq. ft.)	Townhomes: 3,000	

	Multifamily: 4,000 per DU	
Lot width, minimum (ft.)	Townhomes: 24 Multifamily: None	
Density, maximum (du/ac)	9	
Floor area per dwelling unit, minimum (sq ft)	Townhomes: 800 Multifamily: Efficiency - 600 1 Bedroom - 700 2 Bedroom - 800 3 Bedroom 900	
Building coverage, maximum (% of lot area)	50	
Lot coverage, maximum (% of lot area)	NA	
Height, maximum (ft.)	35	
Front yard setback, minimum (ft.)	25	
Side corner yard setback, minimum (ft.)	20	
Interior side yard setback, minimum (ft.)	10 ¹	
Rear yard setback, minimum (ft.)	25	
Accessory Use Development Standards	See Chapter 28 Article VII	

NOTES:

- Townhome and Multifamily developments shall have a minimum distance between structures of 20 feet.

- A maximum of six (6) dwelling units shall be allowed in a building group of townhouse units.

- Staggered setbacks are encourage to lessen the straight row effect.

¹ For properties meeting one of the specified characteristics described in Comprehensive Plan Future Land Use Element Policy 1.7.7 for infill development, and where the required building setbacks established in this section are less than that required by Chapter 30, Development standards, Article III, Improvements, Division 10, Landscaping, the required landscape yard may be reduced to be consistent with the building setback regulations in this section.

Typical Development Configuration (For illustrative purposes only)

Multifamily Medium Density (R-2)

Minimum Lot Area = 3,000 sq ft for Townhomes

Minimum Floor Area = 800 sq ft for Townhomes

Maximum Lot Coverage

By All Buildings = 50 percent

Maximum Building Height = 35 ft

Minimum Distance Between Structures = 20 ft

Maximum Dwelling Units per Townhome Building = 6 Units



Multifamily High Density (R-3)

Minimum Lot Area = 2,500 sq ft per Dwelling Unit

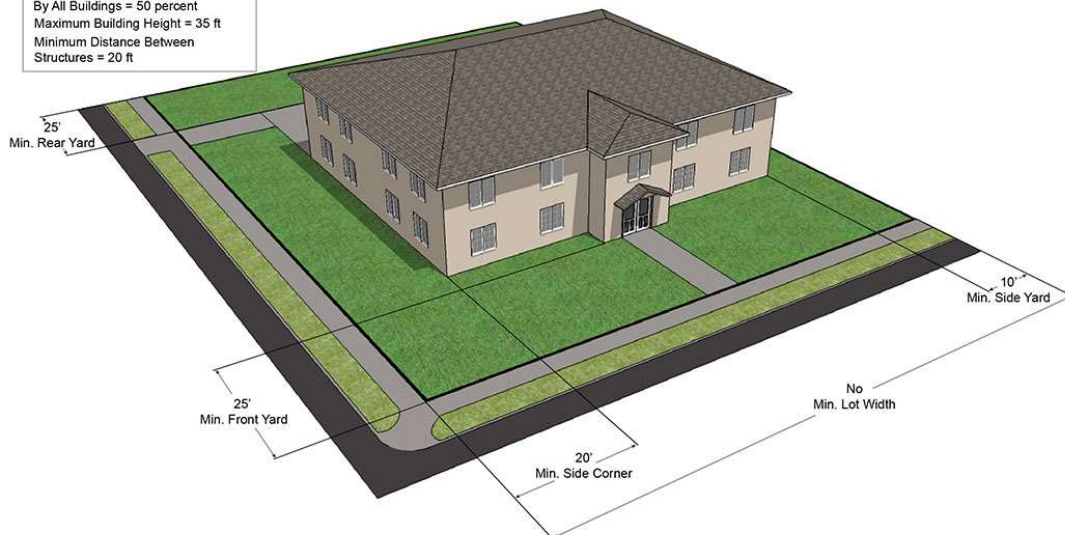
Minimum Floor Area = 600 sq ft for Efficiency plus 100 sf per Bedroom

Maximum Lot Coverage

By All Buildings = 50 percent

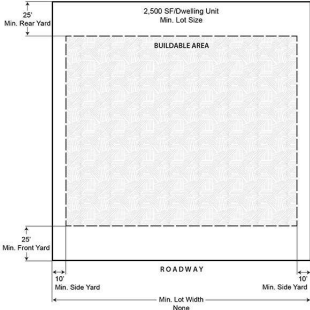
Maximum Building Height = 35 ft

Minimum Distance Between Structures = 20 ft



SECTION 3: That Chapter 28 “Zoning”, Article VI “Zoning District Standards”, Section 28-307 “Multifamily High Density Residential (R-3)” of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

Sec. 28-307. Multifamily High Density Residential (R-3).

Multifamily High Density Residential (R-3)		
(a) Purpose		
The Multifamily High Density Residential (R-3) district is intended to allow the development of a variety of housing types at a maximum density of fifteen (15) units per acre. This district is further intended to satisfy the need for a high concentration of population, is located adjacent to arterial or collector streets and is well served by public services and facilities. When adjacent to R-1 zoning districts, the development within the district shall be designed carefully to provide maximum compatibility with adjacent development by proper architectural design, landscaping, screening, and parking.		
(b) Use Standards		Typical Lot Pattern 
See Chapter 28 Article IV and Article V		
(c) Intensity and Dimensional Standards		
Lot area, minimum (sq. ft.)	Townhomes: 2,000 Multifamily: 2,500 per DU	
Lot width, minimum (ft.)	Townhomes: 20 Multifamily: None	
Density, maximum (du/ac)	15	
Floor area per dwelling unit, minimum (sq. ft.)	Townhomes: 800 Multifamily: Efficiency - 600 1 Bedroom - 700 2 Bedroom - 800 3 Bedroom - 900	
Building coverage, maximum (% of lot area)	50	
Lot Coverage, maximum (% of lot area)	NA	
Height, maximum (ft.)	35	
Front yard setback, minimum (ft.)	25 ^{1, 2}	
Side corner yard setback, minimum (ft.)	20 ²	
Interior side yard setback, minimum (ft.)	10 ^{2, 3}	

Rear yard setback, minimum (ft.)	25 ^{1, 2}	
Accessory Use Development Standards	See Chapter 28 Article VII	

NOTES:

- Townhouse and Multifamily developments shall have a minimum distance between structures of 20 feet.
- A maximum of six (6) dwelling units shall be allowed in a building group of townhouse units.
- Staggered setbacks are encourage to lessen the straight row effect.
- Multifamily units shall contain a private storage area of thirty-two (32) square feet per unit.

² For townhome developments, see Section 30-151, Projections.

³ For properties meeting one of the specified characteristics described in Comprehensive Plan Future Land Use Element Policy 1.7.7 for infill development, and where the required building setbacks established in this section are less than that required by Chapter 30, Development standards, Article III, Improvements, Division 10, Landscaping, the required landscape yard may be reduced to be consistent with the building setback regulations in this section. "Where a landscape yard is reduced consistent with this footnote, a visual screen as described in Section 30-339 shall be provided."

Typical Development Configuration (For illustrative purposes only)





SECTION 4. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCORPORATION INTO THE CODE. This ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing: Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be become in full force and effect upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED, this _____ day of _____, 2024

Andre Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

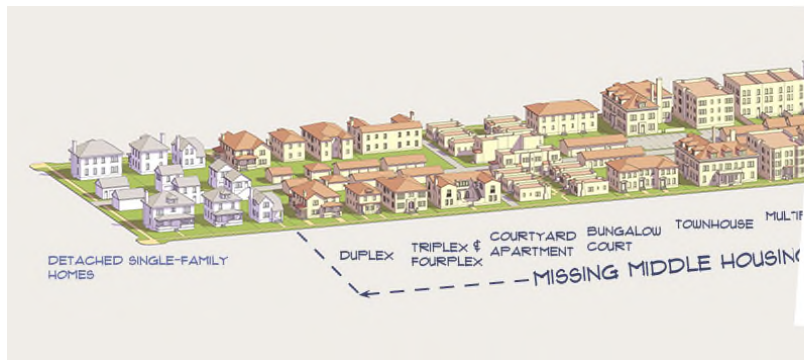


CITY OF Titusville FLORIDA

Infill lots: Case Studies

Community Need

- Affordable Housing
 - Missing Middle housing
- ❖ Infill Lots



CITY OF Titusville FLORIDA

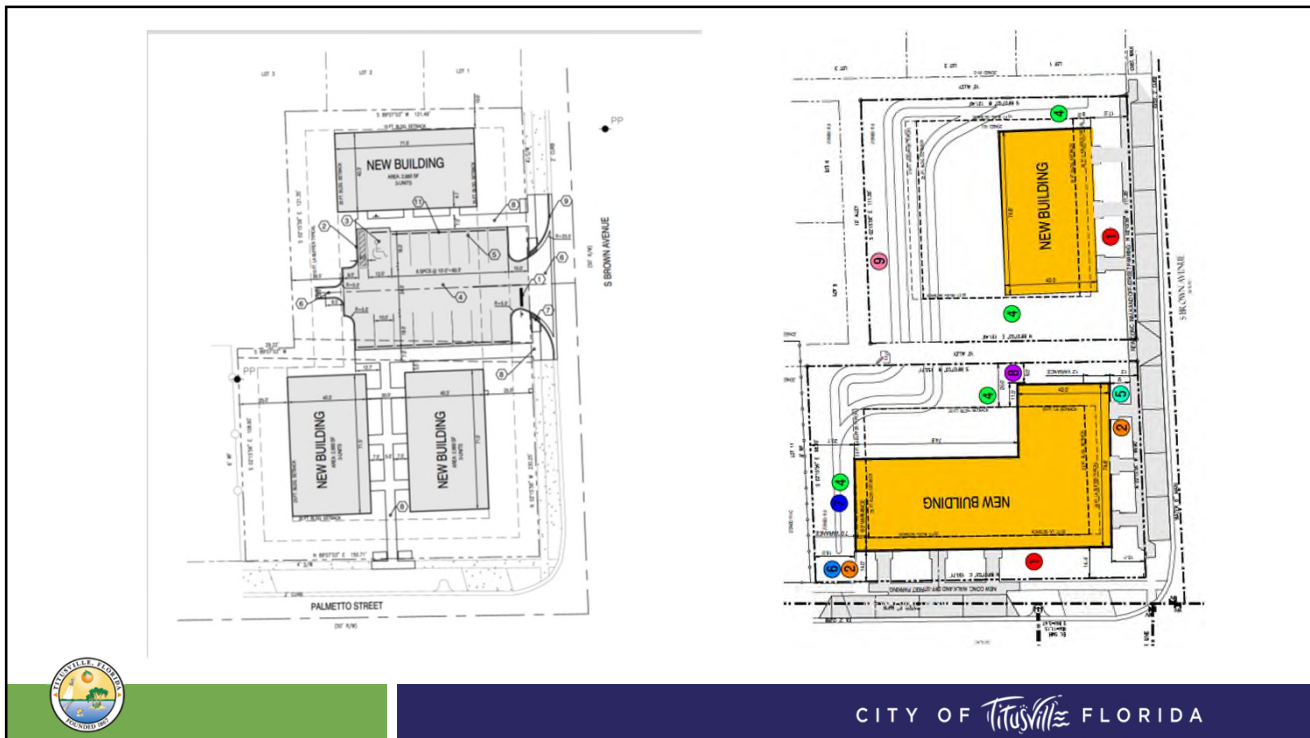
CITY OF Titusville FLORIDA

- Affordable Housing project
- R-3 Multifamily zoning
- 10 apartment units on 0.7 acres
- 7 Variances to Buffers and Setbacks
- Approximately 12 months to approve site plan



Community Development Department

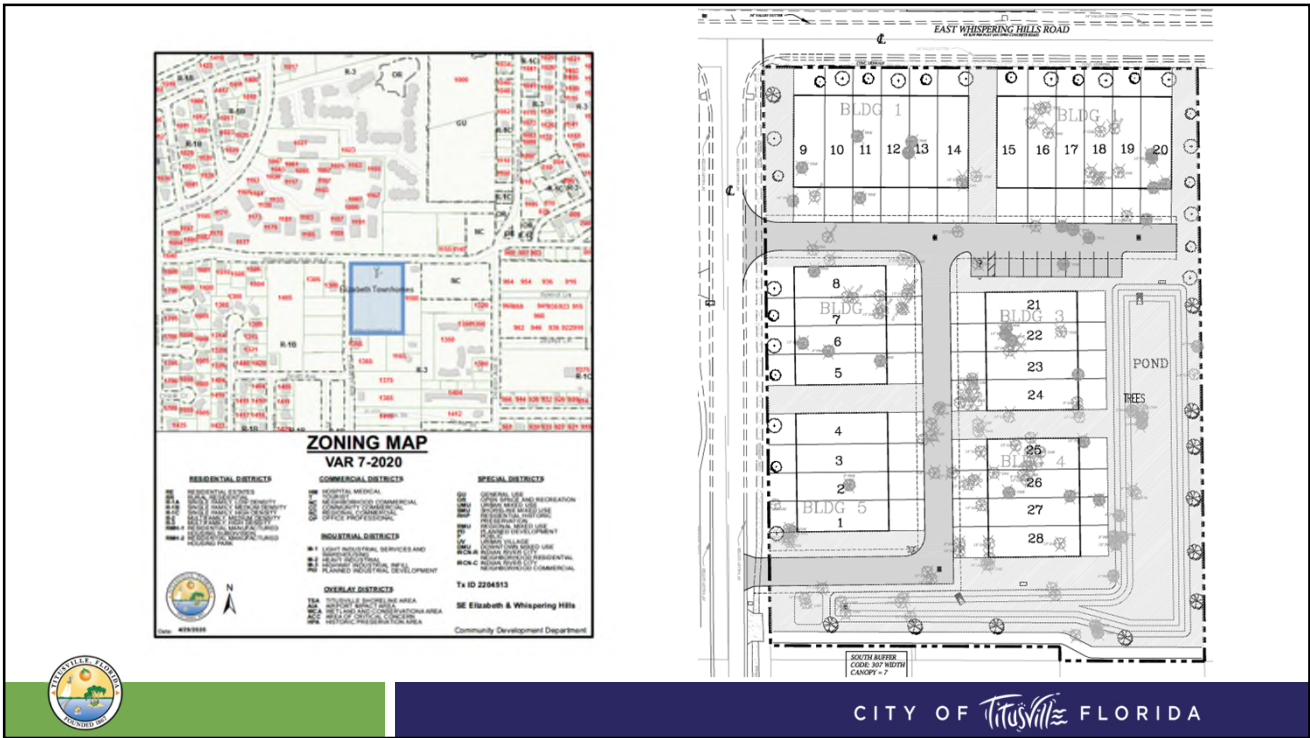




Townhomes

- Market rate housing project
- R-3 Multifamily zoning
- 28 townhome lots on 2.9 acres
- 6 Variances to Buffers, Setbacks, etc
- Approximately 12 months to approve variances and site plan





Conclusions

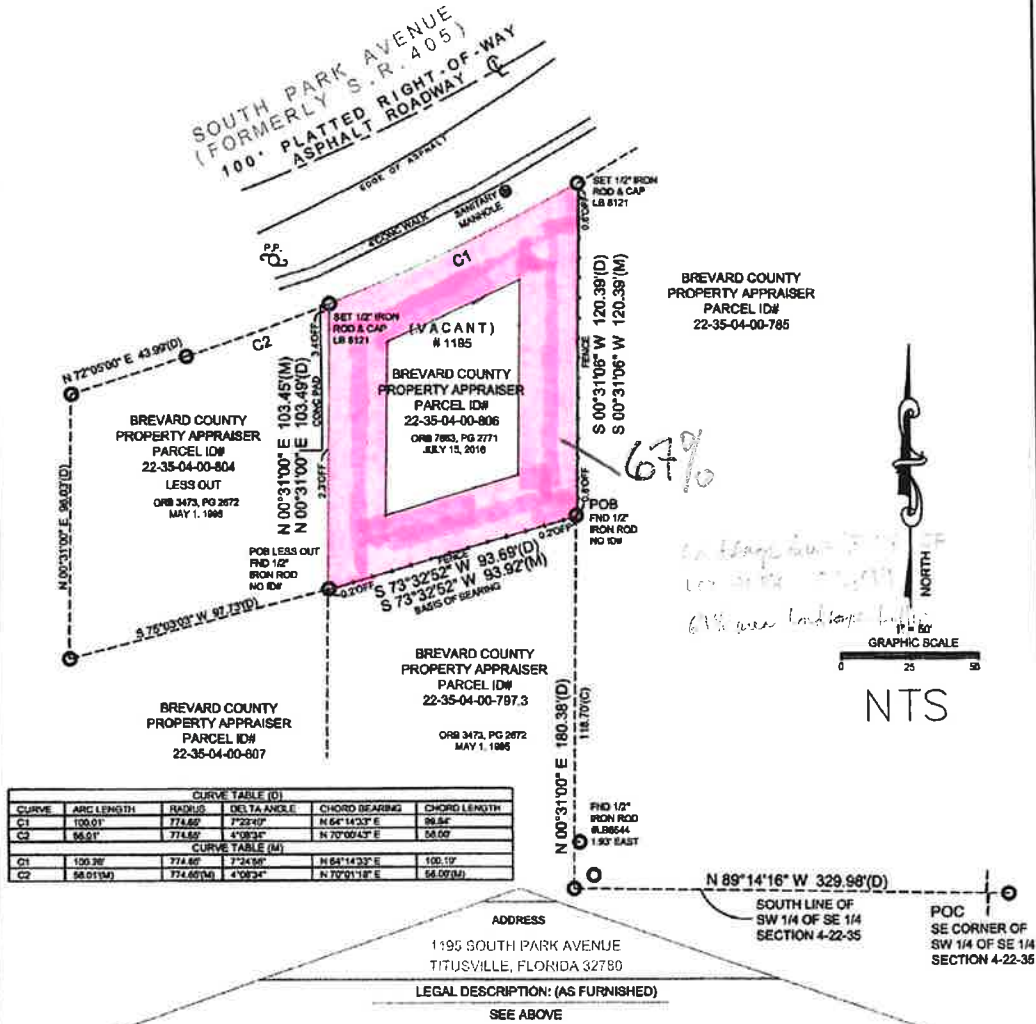
- Code could better align with Affordable Housing Comp Plan Policies
- Inflexible Buffer and Setback standards
- Few Infill development incentives



Boundary Survey

A portion of Section 4, Township 22 South, Range 36 East, more particularly described as follows: Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 4, thence run North 89 degrees 14' 16" West along the South line of the Southwest 1/4 of the Southeast 1/4 329.98 feet thence North 0 degrees 31' 00" East 103.49 feet to a point in the Southerly right-of-way line of Park Avenue (formerly S.R. #405) as now established and occupied said right-of-way line being a circular curve to the left having for its elements a radius of 774.65 feet, central angle of 7 degrees 23' 45" and a long chord of 109.94 feet bearing North 64 degrees 14' 33" East; thence along the arc of said curve run Northeasterly 100.01 feet; thence South 0 degrees 31' 00" West 120.39 feet to the Point Of Beginning. LESS that portion described in Warranty Deed filed in Official Records Book 3473, Page(s) 2872, of the Public Records of Brevard County, Florida.

LESS
A portion of Section 4, T.22S., R.36E., more particularly described as follows: Commence at the S.E. corner of the S.W. 1/4 of the S.E. 1/4 of said Section 4, thence run N. 89 degrees 14' 16" West along the S. line of the S.W. 1/4 of the S.E. 1/4, 329.98 feet; thence run N. 0 degrees 31' 00" East, 180.38 feet; thence S. 73 degrees 32' 52" W., 93.69 feet to the Point of Beginning; thence S. 75 degrees 03' 03" W., 97.73 feet; thence N. 0 degrees 31' 00" E., 96.03 feet to the Southerly R/W of Park Avenue (formerly S.R. #405) as now established and occupied; thence N. 72 degrees 05' 00" E., along the Southerly R/W 43.89 feet to the Point of Curvature of a circular curve to the left having for its elements a radius of 774.65 feet, a central angle of 4 degrees 08' 34" and a long chord of 56.0 feet bearing North 70 degrees 07' 43" E.; thence along the arc of said curve run Northeasterly 56.01 feet; thence S. 0 degrees 31' 00" W., 103.49 feet to the Point of Beginning.



ADDRESS
1195 SOUTH PARK AVENUE
TITUSVILLE, FLORIDA 32780

LEGAL DESCRIPTION: (AS FURNISHED)
SEE ABOVE

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE PARENT TRACT, BEING S 73°32'52" W. PER DEED.

LIST OF POSSIBLE ENCROACHMENTS: NONE VISIBLE

DLS #: 16-11-0020
CLIENT #:
FIELD DATE: 11/08/18
DRAFTER: GH
APPROVED: BHH

CERTIFIED TO: (AS FURNISHED)
MARK REED HAMMONS

NOTES
1. Allowing properties have not been reviewed for signs, overlaps, or other errors.
2. In compliance with F.A.C. §10174.001(4)-6, if location of easements or appurtenances to the survey are shown on the map, they are shown as such. Information must be furnished to the surveyor and owner.
3. Fences, boundaries, or other structures were located by the surveyor.
4. No underground improvements or structures were located by the surveyor.
5. This survey should not be used for construction purposes.
6. Any specific term or condition of title should be ascertained.
7. Property lines and easements shown were previously located by field survey.
8. Measurements found or not are shown.
9. Calculated area and perimeter are shown by (C).
10. Computations of area and perimeter are shown as (A).
11. Accuracies stated in this survey are greater than (1/4") in 3000' (suburban) or (1/8") in 1500' (commercial) or (1/16") in 1000' (urban).
12. Prior to survey, information obtained was based on data provided by the client or from public sources (county or other records).
13. If a survey is a digital survey copy to be made, a survey report will be placed in the digital survey file and complete without the survey report file.

LEGEND
A/C - Air Conditioner
C - Calculated
C - Contained
C/C - Concrete Block
C/C - Concrete Monument
C/C - Concrete
C/C - Covered
C/C - Description
DE - Drainage Easement
DUE - Drainage & Utility Easement
D/W - Driveway
ESMT - Easement
PFE - Finished Floor Elevation
FND - Found
IP - Iron Pipe
L - Length (Arc)
M - Measurement
N&D - Nail & Dash
NR - Non-Radial
O/U - Overhead Utility Line
ORB - Official Records Book
P - Plot
PB - Plot Book
PC - Point of Curvature
PI - Point of Intersection
POB - Point of Beginning
PP - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
R - Radial
RAD - Radial
R/C - Rebar & Cap
RFD - Roofed
UE - Utility Easement
WM - Water Meter
Δ - Delta (Central Angle)
- - - - - Chain Link Fence

FLOOD ZONE INFORMATION (FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, PER FLOOD PANEL NUMBER 12009C 0205G LAST REVISION DATE 03/17/14

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 54-17 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.007 OF THE FLORIDA STATUTES AND CHAPTER 54-17 OF THE FLORIDA ADMINISTRATIVE CODE.

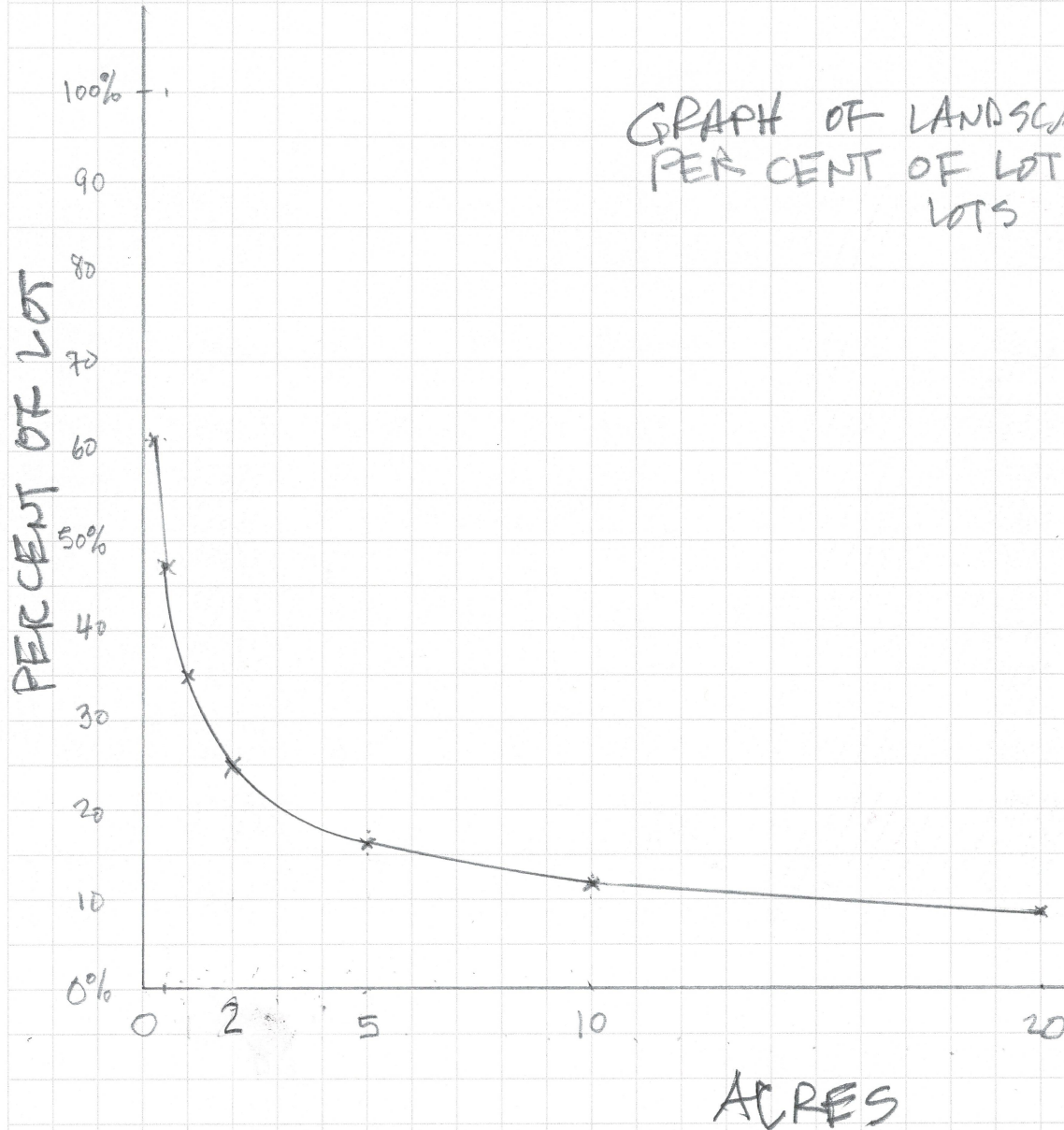
DATE OF FIELD WORK: 11/08/18
DATE SIGNED: 11/12/18

SURVEYOR'S NAME: BILLY H. HYATT, L.S.#636
DEAL LAND SURVEYING, LLC LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION

GRAPH OF LANDSCAPE BUFFER
PER CENT OF LOT FOR SQUARE
LOTS



City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Ordinance No. 48-2024 - Annual update of the 5-Year Capital Improvements Schedule (2025-2029) relating to the Capital Improvement Element of the Comprehensive Plan.**
Department/Office: Planning

Recommended Action:

Conduct the public hearing for Ordinance No. 48-2024 updating the five-year Capital Improvements Schedule of the Comprehensive Plan of the City of Titusville for the 2025 – 2029 horizon and make a recommendation to City Council.

Ordinance No. 48-2024, an ordinance of the City of Titusville, Florida, updating the five-year Capital Improvements Schedule of the Comprehensive Plan of the City of Titusville for the 2025 – 2029 horizon relating to the Capital Improvement Element; and providing for an effective date.

This is a legislative item.

The public hearing is scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.

Summary Explanation & Background:

Section 163.3177(3)(b), of the Florida Statutes requires the City's Five Year Capital Improvement Program of the Capital Improvements Element (CIE) be updated annually. All local governments are required to include a CIE in the Comprehensive Plan that considers the need for and location of public facilities and provides "a component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan." The planning period for this element is five (5) years.

Alternatives:

1. Recommend adoption of the ordinance with changes.
2. Do not recommend adoption of the ordinance and provide other direction to staff.

Item Budgeted:

NA

Source/Use of Funds/Budget Book Page:

NA

Strategic Plan:

Goal 1: Quality of Life Goal 2: Efficient & Effective Services Goal 5: Effective Governance

Strategic Plan Impact:

The annual update to the 5-Year Capital Improvement Program of the Capital Improvements Element monitors the maintenance and growth of concurrency related facilities within the City limits. This schedule ensure that the adopted Level of Service (LOS) standards are being met or exceeded.

ATTACHMENTS:

1. 2025 CIE Staff Report 11-20-24
2. 2025 CIE Ordinance
3. 5-Year CIE Schedule(2025-2029) 11-18-24



City of Titusville

Community Development Department Staff Report

Annual Update to the Capital Improvements Element 2025-2029 and Concurrency Management Report

Meeting Dates: *City Council First Reading* November 26, 2024
 Planning and Zoning Commission December 4, 2024
 City Council Public Hearing December 10, 2024

Prepared By: Eddy Galindo, AICP, Principal Planner

Staff Recommendation: Staff recommends approval of the Annual Update to the City of Titusville Five Year Schedule of Capital Improvements for the years 2025-2029 of the Capital Improvements Element of the Comprehensive Plan.

1. Background Information

Each year, the City amends the Titusville Comprehensive Plan Capital Improvements Element (CIE) Tables A.1 through A.6, the 5-Year Schedule of Capital Improvements to include projects needed to maintain the City's adopted level of service standards for various public facilities. This amendment must be consistent with the City's Capital Improvement Program (CIP), the Brevard County's Capital Improvement Program, the Florida Department of Transportation's Five-Year Work Program, and the Space Coast Transportation Planning Organization's Five-Year Transportation Improvement Program (TIP). The City is also required to adopt the Brevard Public School's 5-Year Facilities Work Plan.

2. Capital Improvement Element (CIE)

All local governments are required to include a Capital Improvements Element (CIE) in the Comprehensive Plan that considers the need for and location of public facilities and provides for future growth. Florida Statute Section 163.3177 states the CIE shall include "a component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan." The planning period for this element is five years.

3. Capital Improvement Program (CIP)

The Capital Improvement Program (CIP) is the vehicle that links municipal capital expenditures with adopted public policy. The CIP includes all City-funded projects listed in the CIE as well as other capital projects to be funded by other agencies. The CIP is adopted by City Council with the adoption of the annual operating and capital budget.

4. Concurrency Management

Section 30-413 of the City's Land Development Regulations states *"At least once per year during the initiation of the Capital Improvement Program/Budget Process, a concurrency management report will be drafted by the Administrator and forwarded to the Planning and Zoning Commission (acting as the Local Planning Agency) and the City Council. The report will serve as a summary of the current status of the concurrency management system and the Capital Improvement Program, and provide for recommendations from the LPA and policy direction from the City Council."*

The City maintains level of service (LOS) standards for several concurrency related facilities. The information below provides a summary of these facilities as they relate to the provision of services and concurrency related level of service standards. Level of service standards are measures of the minimum amount of a public facility, necessary to meet the City's growth needs.

CONCURRENCY RELATED FACILITIES:

- Transportation (Streets),
- Potable water,
- Sanitary sewer,
- Solid waste,
- Stormwater,
- Parks, and
- Schools.

5. Findings

The proposed 5-Year Schedule of Capital Improvements Tables A.1-A.6 are consistent with the Goals, Objectives and Policies of the Capital Improvement Element (CIE)

This update includes the updated 5 Year Schedule of Capital Improvements for Potable Water, Sanitary Sewer, Public Parks, Transportation, Stormwater, and Solid Waste. The ordinance will also adopt by reference the School District's CIP.

6. Comprehensive Plan Analysis

Section 163.3177(3)(b), Florida Statutes, provides that the CIE "must be reviewed by the local government on an annual basis." The process of updating the 5-year capital improvement schedule can be accomplished by ordinance and not be deemed to be an amendment to the local comprehensive plan.

The City's **Resiliency Study** will be updated in 2025. The community Development Department submitted a grant to the Florida Department of Environmental Protection (FDEP) on August 31, 2023, requesting funding for an updated Vulnerability Assessment (VA) to be consistent with new NOAA requirements per Section 380.093 of the Florida Statutes. The funding will be used to re-evaluate the vulnerability of critical facilities and include a long-term list of strategies and capital projects to address sea level rise.

The City continues to implement projects related to the North Basin Management Action Plan (BMAP). Several **water quality projects** are currently under construction or in various planning stages with funding from the American Rescue Plan Act (ARPA), State

grants and the Brevard Save Our Indian River Lagoon (SOIRL) half cent sales surtax. The City's consultant, Geosyntec completed a water quality study with recommendations for additional projects the City can undertake. According to the FDEP, the City is reporting reductions that exceed the BMAP requirement for 2025 and is nearing the 2030 requirement for both Total Nitrogen (TN) and Total Phosphorus (TP).

During the 2023 legislative session, the Florida Legislature passed **House Bill 1379 [Laws of Florida Chapter No. 2023-169]**. The law aims to strengthen BMAPs, enhance Indian River Lagoon (IRL) protections, expand and improve water quality protections, expands the wastewater grant program, improve long-term comprehensive planning, and expedites state land conservation efforts. It requires the City to amend the comprehensive plan with a 5-year list of projects necessary to achieve the pollutant load reductions as established in the BMAP [Sec. 163.3177(3)(a), Fla. Stat.]. Several water quality line items are included in the 5-year schedule of capital projects.

House Bill 1379 [Laws of Florida Chapter No. 2023-169] describes areas where enhanced nutrient-reducing onsite sewage treatment and disposal systems (ENR-OSTDS) are now required instead of conventional septic systems. Property owners in specific regions of the state, including the Indian River Lagoon basin, may be required to apply for a new septic system (OSTDS) permit. Specifically, people applying for a new system construction permit for an OSTDS (aka "septic system") on a lot of one acre or less and within an "impacted area" will not be allowed to install a conventional septic system (septic tank and drainfield). Instead, they must install a special system referred to as an enhanced nutrient-reducing onsite sewage treatment and disposal system (ENR-OSTDS). The Bill also created new funding programs, including grants and loans for connecting OSTDSs to sewerage systems and a wastewater grant program. The Public Works Department is evaluating the impact to the City and the resources available through the new funding programs.

The City's **Low Impact Development (LID)** ordinance (2021) encourages developers to include best management practices (BMP) into their site plans. LID is a comprehensive land planning and engineering design approach that reduces runoff and utilizes infiltration techniques before runoff reaches a stormwater facility. To date, the City has approved approximately 19 BMPs with few operations and maintenance (O&M) agreements.

6.1. TRANSPORTATION LOS

Policy 1.1.1 of the Transportation Element of the Comprehensive Plan requires a level of service "E" for arterial and collector roadways, and a level of service "D" for all roadways on the Florida Intra-State Highway System. Section 10.2.1 of the Concurrency Technical Manual establishes a level of service C for I-95. There are no immediate roadway level of service issues within the City during the 5-year CIE program horizon with the potential exception of a segment of State Road 405 (South Street) between State Road 50 (Cheney Highway) and Park Avenue. This segment could delay potential annexation requests in the area. The widening of the State Road 405 segment from State Road 50 to Rock Pit Road to 4-lanes is identified in the Space Coast Transportation Planning Organization's (SCTPO) 2045 Long Range Transportation Plan (LRTP) with an estimated construction time

period of 2041-2045. The City is currently working with the TPO to advance the schedule as part of the next update to the LRTP.

In 2019, the City adopted a **Multimodal (Bicycle and Pedestrian) Master Plan** to identify opportunities for new trail, bicycle and pedestrian improvements. The Public Works Department is currently paving several key sidewalks identified in the plan. However, on-street bicycle lanes and off-street trails have not been implemented due to lack of funding.

6.2. POTABLE WATER AND SANITARY SEWER

In 2023, the City adopted a Water Supply Facilities Work Plan 2020-2040 and amended the comprehensive plan (CPA#1-2023, Ord. No. 44-2023) consistent with Section 163.3177(6)(c)4 of the Florida Statutes. Future water demand was forecast based on total service area population projections. These projections are based on the City's Population and Water Demand Growth 2022-2042 (Scenario 2) described in the plan. The new level of service standard used by the City in the calculation is 81 gallons/per capita/day. By 2040, the average daily demand is projected to increase from 4.965 million gallons/day (MGD) to 6.459 MGD. Based on current (Area II/III/IV and Cocoa) resources there is sufficient system capacity for the future water demands through the year 2035. Additional capacity improvements may need to be planned to accommodate the subsequent 5-year horizon through the year 2040 to increase the permitted capacity. These may include constructing additional wells permitted as part of the City's approved Consumptive Use Permit and master utility planning for new developments such as the Antigua Bay and the Verona (Willow Creek) projects.

According to the Bureau of Economic and Business Research (BEBR) the 2024 population is 50,547. If current trends continue, the City's population could reach 56,000+ by the end of the Comprehensive Plan's 10-Year planning horizon in the year 2028. According to the City's 2023 Water Supply Facilities 10-Year Work Plan, the estimated population within in the Utility Service Area (USA) could reach 70,000+ by 2032. Capital improvements may be necessary to increase transmission capabilities with some treatment plant expansion as development occurs.

Population	Estimate
BEBR (April 1, 2024)	50,547
BEBR (April 1, 2023)	49,892
BEBR (April 1, 2022)	49,423

6.2.1. Utility Service Area

The Utility Service Area (USA) is bordered by the Indian River Lagoon to the east, the St. Johns River to the west, and from Parrish Road in the north to Kings Highway in the south area of the City. The City policy is to require the completion of a utility service agreement with an annexation provision with each new request for utilities for projects located outside of the City boundaries. The City should update its annexation strategy for the estimated demand on water and sewer services in the Utility Service Area as annexation occurs.

6.2.2. Potable Water LOS

Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan requires the following level of service standards: Average Water Consumption Rate of 81gallons/capita/day, Softening & filtration 16 Million Gallons per Day,

Pumping capacity 16 MGD and Storage capacity 3.0 MGD at the Mourning Dove facility with an additional 3.5 MGD at the Armstrong booster facility. The Public Works Department maintains these levels of service standards through regular maintenance and coordination with the Water Management District.

Current water reservation capacity is 6.010 MGD. The current demand on the water system is 4.531 MGD. Future commitments based upon approved development total 0.789 MGD leaving approximately 0.690 MGD of excess capacity. For purposes of the 5-Year CIE, level of service is met for potable water as current demand and future commitments do not exceed the available water capacity of the City within the planning period.

6.2.3. Area of Critical Concern (ACC)

Recharge areas for potable water are located in the City's Areas of Critical Concern (ACC). The City's Land Development Regulations (LDRs) establish impervious surface, topography alteration and other development standards to protect the City's water supply. Industrial uses and hazardous materials are also controlled by the City's LDRs. Uses involving the production and disposal of hazardous or toxic substances or materials are prohibited within the ACC.

6.2.4. Sanitary Sewer LOS

Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan establishes a level of service of 81 gallons/capita/day. Current wastewater capacity is 6.750 MGD. The current average demand on the wastewater system is 5.431 MGD. Future commitments based upon properties currently being developed total 0.592 MGD. This leaves a remainder of approximately 0.727 MGD of excess capacity. Level of service is met for sanitary sewer as our current demand and future commitments do not exceed the available sanitary sewer capacity of the City.

6.2.5. Reclaimed Water

Reclaimed lines are located in limited areas. The extension of reclaimed lines may be utilized if feasible and capacity is available to alleviate the water demand for landscaping or commercial uses as development occurs. In 2022, the Reclaimed Water Master Plan was completed. The plan identified opportunities for future connection, benefits to the surficial aquifer, projections for supply and consumption, and the abandonment of existing private wells. The Public Works department is working on design of

additional storage at the Blue Heron wastewater plant before consideration of expanding reclaim lines to additional customers.

6.3. PARKS LOS

Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan states the level of service for parks is 8 acres per 1,000 population. The City is required to provide approximately 400 acres of parks. Currently there are approximately 567 acres of parks within the City. There is no level of service issue within the City during the CIE planning horizon.

6.4. STORMWATER LOS

Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan requires the following design storm level of service standards.

For site over ½ acre – 25-year frequency, 24- hour duration

For sites under ½ acre – minimum retention
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The level of service standard is being met for stormwater with each new development and redevelopment proposal. According to the City's Land Development Regulations, a stormwater management plan should at a minimum be designed for a 25-year 24-hour storm event [Section 7.4.1.1 Stormwater Management Design Criteria Technical Manual].

6.5. SOLID WASTE LOS

Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan requires a level of service of 8.3 pounds/capita/day for solid waste. In order to maintain the level of service standard the City will replace three vehicles (an automated sideloader, a front end loader, and a rearloader) and purchase a new Non-CDL automated sideloader. The City does not have city-owned or operated solid waste facilities. The City coordinates with Brevard County in the collection, transfer and disposal of solid waste and recycle materials [Infrastructure Element Objective 2.6 and Intergovernmental Coordination Element Policy 1.2.11].

6.6. SCHOOLS LOS

The CIE ordinance adopts by reference the School District's CIP. In 2014, the City adopted the Interlocal Agreement for Public School Facility Planning and School Concurrency to coordinate with the district on efforts to manage student school Capacity. The proposed CIE Ordinance will adopt by reference the most recently adopted School district 5-year work program.

7. Summary

Based on this review, staff has determined that the projects and timing of proposed projects in the 2025-2029 CIE will maintain adopted LOS standards. Therefore, the proposed CIE is consistent with the adopted Comprehensive Plan.

ORDINANCE NO. 48-2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENTS SCHEDULE OF THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE FOR THE 2025 – 2029 HORIZON RELATING TO THE CAPITAL IMPROVEMENT ELEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville desires to update its Five-Year Capital Improvements Schedule of the Capital Improvement Element in the Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a public hearing has been held on the update of the 5-year capital improvements schedule before the Local Planning Agency and the local governing body; and

WHEREAS, the City of Titusville finds that said update has been processed in accordance with the applicable law and desires to update the 5-year capital improvements schedule in the Comprehensive Plan addressed in Chapter 163, Florida Statutes; and

WHEREAS, per Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

NOW, THEREFORE, BE IT ENACTED by the City of Titusville, Florida as follows:

Section 1. The City of Titusville's Comprehensive Plan is hereby modified by updating Appendix A: Five-Year Capital Improvements Schedule of the Capital Improvements Element in the Comprehensive Plan as shown in Attachment 1.

Section 2. This Ordinance also adopts by reference the Brevard County School Board's most recent Five-Year District Facilities Work Program.

Section 3. To the extent authorized by law projects identified in the Capital Improvement Element shall continue to be carried forward together with fiscal resources until amended or modified in order to maintain Level of Service and concurrency.

Section 4. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED, this ____ day of _____, 2024.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

ATTACHMENT 1

APPENDIX A: FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR POTABLE WATER

Table A.1 Potable Water								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Mourning Dove WTP Improvements	\$4,276,000	\$250,000	\$1,162,000	\$2,455,000	\$1,612,000	\$9,755,000	Rates	M
Water Distribution Improvements	\$463,500	\$2,059,000	\$2,815,000	\$4,288,000	\$8,625,000	\$18,250,500	Rates/Taps	M
Wellfield Improvements	\$131,000	\$1,274,000	\$1,747,000	\$2,029,000	\$1,591,000	\$6,772,000	Rates	M
Total	\$4,870,500	\$3,583,000	\$5,724,000	\$8,772,000	\$11,828,000	\$34,777,500		
Rates = Revenue from water supply rates; Taps = Fees collected for connection to the water system								

Growth = G

Maintain LOS = M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR SANITARY SEWER

Table A.2 Sanitary Sewer								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Septic to Sewer	\$1,425,000	\$4,847,000	\$4,669,000	\$3,380,000	\$1,990,000	\$16,311,000	Grant/Rates	G
Blue Heron WWTP Improvements	\$1,859,000	\$250,000	\$250,000	\$297,000	\$250,000	\$2,906,000	Rates	M
Lift Station Improvements	\$5,557,000	\$3,588,000	\$0	\$0	\$0	\$9,145,000	Rates	M
Osprey WWTP Improvements	\$1,668,000	\$857,000	\$398,000	\$407,000	\$415,000	\$3,745,000	Rates	M
Reuse System Improvements	\$324,000	\$890,000	\$2815,000	\$1,050,000	\$1,998,000	\$7,077,000	Rates	M
Sewer System Improvements	\$854,000	\$1,972,000	\$2,649,000	\$3,808,000	\$4,685,000	\$13,968,000	Rates/Taps/ CRA	M
CRA Utilities Infrastructure	\$20,000	\$50,000	\$80,000	\$70,000	\$80,000	\$300,000	CRA	M
Total	\$11,707,000	\$12,454,000	\$10,861,000	\$9,012,000	\$9,418,000	\$53,452,000		

Growth = G

Maintain LOS = M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC PARKS AND OPEN SPACE

Table A.3 Public Parks and Open Space								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Chain of Lakes Softball Field Drainage	\$30,000	\$0	\$0	\$0	\$0	\$30,000	County	M
Blanton Park Renovations	\$296,225	\$0	\$0	\$0	\$0	\$296,225	County	M
Fox Lake Park Boat Ramp Dock Replacement	\$450,000	\$0	\$0	\$0	\$0	\$450,000	County	M
Riverfront Park Improvement	\$84,000	\$168,000	\$1,763,000	\$0	\$0	\$2,015,000	General Fund	G
Isaac Campbell Sr., Park Renovations	\$130,000	\$0	\$0	\$0	\$0	\$130,000	County	M
Marina Park Skate Park Lighting	\$25,000	\$0	\$0	\$0	\$0	\$25,000	County	M
Parrish Park Jet Ski Launch	\$50,000	\$0	\$0	\$0	\$0	\$50,000	County	G
Wuesthoff Park Improvements	\$376,661	\$0	\$0	\$0	\$0	\$376,661	County	M
Parrish Park Trailhead	\$2,835,499	\$0	\$0	\$0	\$0	\$2,835,499	County	G
Harry T Moore Renovation	\$99,000	\$1,117,000	\$181,000	\$185,000	\$189,000	\$1,771,000	General Fund	M
Sand Point Park Pavillion Replacement	\$731,689	\$0	\$0	\$0	\$0	\$731,689	County	M
Sand Point Park Maintenance Shed	\$42,620	\$0	\$0	\$0	\$0	\$42,620	County	G
Singleton Tennis Court Facility Upgrades	\$807,718	\$0	\$0	\$0	\$0	\$807,718	County	M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC PARKS AND OPEN SPACE

Table A.3 Public Parks and Open Space								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Parrish Park Restroom Foundation Repairs	\$110,000	\$0	\$0	\$0	\$0	\$110,000	County	M
Titusville Veteran's Memorial Fishing Pier Electrical Repairs	\$140,000	\$0	\$0	\$0	\$0	\$140,000	County	M
Wuesthoff Park Improvements	\$376,661	\$0	\$0	\$0	\$0	\$376,661	County	M
Total	\$6,585,073	\$1,285,000	\$1,944,000	\$185,000	\$189,000	\$10,188,073		
City parks are maintained by the Brevard County Parks Department. The proposed Brevard County Capital Improvements Program includes several concurrency related maintenance improvements to parks within the City of Titusville for FY 2025 through FY 2029.								

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR ROADS AND STREETS

Table A.4 Roads, Streets, and Sidewalks								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Annual Road Resurfacing	\$1,512,000	\$1,618,000	\$1,732,000	\$1,853,000	\$1,982,000	\$0	General Fund	M
Annual Sidewalk Infill	\$155,000	\$160,000	\$165,000	\$170,000	\$182,000	\$832,000	General Fund	M
Annual Sidewalk Repair	\$221,000	\$143,000	\$153,000	\$163,000	\$175,000	\$0	General Fund	M
Asphalt Roadway Reconstruction	\$497,000	\$0	\$0	\$0	\$0	\$497,000	General Fund	M
Bi-Annual PCI Review	\$111,000	\$0	\$0	\$0	\$0	\$111,000	General Fund	M
Concrete Roadway Reconstruction	\$233,000	\$0	\$0	\$0	\$0	\$233,000	General Fund	M
Gateway Landscape Improvements	\$121,000	\$1,240,000	\$0	\$0	\$0	\$1,361,000	General Fund	M
Harrison Street Reconstruction	\$379,000	\$2,461,000	\$0	\$0	\$0	\$2,840,000	General Fund	M
Mobility Plan Projects	\$490,000	\$2,614,000	\$1,244,000	\$0	\$0	\$4,348,000	General Fund	M
Park Ave Turn Lane	\$56,000	\$383,000	\$0	\$0	\$0	\$439,000	General Fund	M
Resurfacing I-95/SR9 from South of SR-50 to SR-46	\$0	\$31,934,055	\$0	\$0	\$0	\$31,934,055	Federal Funding	M
CRA New Sidewalks	\$137,127	\$150,000	\$0	\$0	\$0	\$287,127	CRA	G
Resurfacing from SR50 to E. of SR5 (US1) & SR50 @ I-95 Interchange	\$12,705,754	\$0	\$0	\$0	\$0	\$12,705,754	State Funding	M
Resurfacing SR-406 from I-95 to Forrell Ave	\$0	\$4,768,620	\$0	\$0	\$0	\$4,768,620	State Funding	M
SR5 (US1) from Railroad Bridge to Grace St	\$3,012,761	\$0	\$0	\$0	\$0	\$3,012,761	State Funding	M
Traffic Calming Program	\$56,000	\$60,000	\$64,000	\$69,000	\$73,000	\$322,000	General Fund	M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR ROADS AND STREETS

Table A.4 Roads, Streets, and Sidewalks								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Traffic Safety Improvements	\$56,000	\$60,000	\$64,000	\$69,000	\$73,000	\$322,000	General Fund	M
Traffic Signal Improvements	\$109,000	\$240,000	\$257,000	\$275,000	\$295,000	\$1,176,000	General Fund	M
Underdrain Improvements	\$234,000	\$250,000	\$268,000	\$286,000	\$307,000	\$1,345,000	General Fund	M
Whiteway Expansion	\$135,000	\$4,374,000	\$2,856,000	\$0	\$0	\$7,365,000	General Fund	M
Whiteway System Improvements	\$52,000	\$0	\$0	\$0	\$0	\$52,000	General Fund	M
Total	\$20,272,642	\$50,455,675	\$6,803,000	\$2,885,000	\$3,087,000	\$73,951,317		
General Fund= City of Titusville General Fund								

Growth = G

Maintain LOS = M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR STORMWATER

Table A.5 Stormwater								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Max Brewer Causeway Hurricane Storm Damage Reduction	\$77,410	\$0	\$0	\$0	\$0	\$77,410	County	M
Titusville Causeway shoreline stabilization	\$3,356,192	\$0	\$0	\$0	\$0	\$3,356,192	County	M
Stormwater Infrastructure (CRA)	\$0	\$50,000	\$80,000	\$70,000	\$80,000	\$280,000	CRA Fund	M
Backhoe (replacement)	\$150,000	\$0	\$0	\$0	\$0	\$150,000	SW Utility	M
Backhoe	\$200,000	\$0	\$0	\$0	\$0	\$200,000	SW Utility	M
Three (3) Pickups (replacement)	\$96,000	\$0	\$0	\$0	\$0	\$96,000	SW Utility	M
Two (2) Zero-Turn Mowers	\$40,000	\$0	\$0	\$0	\$0	\$40,000	SW Utility	M
Tree Boxes	\$895,000	\$0	\$0	\$0	\$0	\$895,000	Grant	M
Hollow Glen Baffle Box	\$568,000	\$0	\$0	\$0	\$0	\$568,000	Grant	M
Hamilton Avenue Baffle Box	\$360,000	\$0	\$0	\$0	\$0	\$360,000	Grant	M
Water Quality Projects	\$75,000	\$100,000	\$125,000	\$150,000	\$175,000	\$625,000	SW Utility	M
Titusville Causeway Beach Restoration	\$300,000	\$0	\$0	\$0	\$0	\$300,000	County	M
Maintenance Projects	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000	SW Utility	M
Total	\$6,417,602	\$450,000	\$505,000	\$520,000	\$555,000	\$8,447,602		

SW Utility= City of Titusville revenue from the stormwater utility								
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Growth = G

Maintain LOS = M

BMAP = Basin Management Action Plan

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR SOLID WASTE

Table A.6 Solid Waste								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Automated Sideloaders (replacement)	\$393,000	\$0	\$0	\$0	\$0	\$393,000	Solid Waste	M
Front End Loader (replacement)	\$356,000	\$0	\$0	\$0	\$0	\$356,000	Solid Waste	M
Rearloader (replacement)	\$189,500	\$0	\$0	\$0	\$0	\$189,500	Solid Waste	M
Non-CDL Automated Sideloaders	\$266,500	\$0	\$0	\$0	\$0	\$266,500	Solid Waste	G
Total	\$1,205,000	\$0	\$0	\$0	\$0	\$1,205,000	Solid Waste	
General Fund= City of Titusville General Fund								

Growth = G

Maintain LOS = M

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission

From:

Subject: City Staff

Department/Office:

Recommended Action:

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

None

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission

From:

Subject: City Attorney

Department/Office:

Recommended Action:

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

None

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission

From:

Subject: Chairman

Department/Office:

Recommended Action:

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

None

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the Planning and Zoning Commission

From:

Subject: **Members**

Department/Office:

Recommended Action:

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

None