

Prepared by and Return to:
Edgewater Villiage HOA
2538 Davis Circle
Sebring, FL 33870

Edgewater Village Homeowner's Association

2538 Davis Circle, Sebring FL 33870

**COVENANT
DOCUMENTS**

**AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
EDGEWATER VILLAGE**

THIS DOCUMENT CONTAINS A SUBSTANTIAL REWORDING OF THE COVENANTS AND RESTRICTIONS RECORDED AT BOOK 968, PAGE 835 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY. SEE PRIOR DOCUMENTS FOR CHANGES TO PRESENT TEXT.

112.00

ABLES & CRAIG PA
551 S COMMERCE AVE
SEBRING FL 33870



SECTION 1
PURPOSE OF PROTECTIVE COVENANTS

The protective covenants are imposed to assure the present and future owners of said property that the entire property will be used, maintained and improved in such a manner as will protect, preserve and enhance the integrity, value and high quality of said property and improvements thereon and to provide a means to enforce these protective covenants for the mutual benefit of all interested parties.

SECTION 2
USE RESTRICTIONS

1. The use of each lot is restricted to the construction and maintenance of one single family private dwelling, and for no other purpose. No commercial activity may exist on this land except the maintenance of the dwelling and appliances and the exterior spaces. This shall not prevent the leasing of a private dwelling for residential purposes so long as the lease arrangement is in accordance with paragraph 12 of the Use Restrictions.

2. There shall not be allowed upon any lot anything, any object, or any activity which shall be or become noxious, unsightly or offensive; or an annoyance or nuisance.

3. No signs at all can be displayed upon the properties except one bearing the words "for sale" or "sold", not to exceed two feet square.

4. No animals, livestock, birds or fowl of any kind shall be kept, bred or maintained on the property; except dogs, cats and pet birds, as pets. Provided, however, that all dogs shall be kept inside the house except when accompanied by their owner and kept on a leash. No outside pens may be constructed and no dogs may be tied or chained outside. Any such pet shall not create or become a nuisance, and in no event, shall the owner of any lot keep or maintain more than two such allowed pets at one time. Service animals cannot be considered pets. No Pit Bulls, Dobermans, German Shepherds, or Rottweilers, or other vicious dogs, will be allowed.

5. No commercial or trade vehicles shall be kept, stored or parked on the property except in the normal course of deliveries or furnishing repairs or other services and no trailer, recreational vehicle or boat of any kind shall be kept, stored or parked thereon. Only passenger cars and unlettered pick-up trucks may be used by the occupants on the property. Vehicles may be parked only on the driveways or in the garages.

6. All equipment for storage and disposal of garbage, refuse, including recycle, if the City of Sebring begins the program, shall be maintained in a clean and sanitary condition. The containers will be kept in the garage between scheduled pick up days ... allowing for putting bins out the night before.

7. No temporary structure, trailer, tent, shack, separate garage, shed or other out-building shall be placed upon the property.

8. No structure or improvement, including but not limited to ornaments, fixtures, poles, fences or walls of any kind shall be constructed or erected upon the property, nor shall any such structure or improvement be altered, unless prior to the commencement of such work, the same has been approved by the Board of Directors of Edgewater Village Homeowners, Inc., a Florida not-for-profit corporation (hereinafter called "Corporation") as to location, harmony or external design with existing structures, quality of workmanship and suitability of materials, finish, grade and elevation. Any proposed change or addition to the structure of a dwelling unit which has an effect on the architectural integrity and appearance of such unit when compared with other units in the same area shall require the approval by a majority of all owners of home sites in Edgewater Village, subsequent to any approval by the Board of Directors of the Corporation.

An exception will be a mailbox which must conform to the requirements set by the Corporation.

9. Back yard patio awnings are allowed subject to the following restrictions:

- Prior to installation, a signed, BACK PATIO AWNING APPROVAL request form must be completed and submitted to the Board of Directors for approval.
- Must be a Sunsetter brand motorized awning.
- Must not be attached to a screen room.
- Must be retracted when the owner is not at home.
- Must be located over the back patio, but may be smaller than the patio width
- Must be constructed of laminated fabric and the color must be Slate Grey (#1817)

10. No personal property shall be stored by a home site owner except within his or her own dwelling unit. No vehicle which cannot operate on its own power shall remain on any lot or any common area for more than 24 hours and no repairs of vehicles shall be made on the premises.

11. The ownership and use of the dwelling(s) shall be restricted to adults without minor children and the occupancy of any of the premises by minor children shall be restricted to visits of not longer than two weeks of continuous duration and no child

or children may be present in any one unit during more than thirty days in any calendar year. The purpose of this is to provide a quiet and tranquil adult living community.

The purpose of Edgewater Village is to provide housing for older persons. To achieve this purpose, Edgewater Village Homeowners, Inc. (the "Corporation") shall provide, and has provided since March 12, 1989, significant facilities and services designed to meet the physical and social needs of older persons as required by federal regulations pertaining to adult occupancy.

To insure that Edgewater Village always complies with the federal requirements that at least eighty percent (80%) of the units be occupied by at least one person 55 years of age or older, so that it can demonstrate compliance with the federal regulation permitting Edgewater Village to restrict occupancy to older persons, the following use and transfer restrictions and information requirements are hereby adopted:

a) Each owner and/or occupant of an Edgewater Village home site must provide authenticated proof of age to the Corporation.

b) The Corporation shall maintain the necessary records pertaining to the age of the occupants in Edgewater Village and the percentage of occupation by those with at least one person 55 years or older and shall vigorously enforce all of the provisions of the Paragraph 11, so that Edgewater Village will not lose its exemption.

c) No owner of a home site shall lease it to any person or persons unless at least one person 55 years or older shall be occupying the premises; and any such owner shall provide the Corporation with authenticated proof of age for all occupants before entering into any lease agreements (in addition to complying with the other requirements of Section 2, Paragraph 12, Use Restrictions.

d) No owner of a home site may sell, exchange or gift it to a transferee or transferees at least one of whom is not 55 years or older unless the owner first obtains written certification from the Corporation that the occupancy rate by persons at least one of whom is 55 years is a minimum of 90 per cent (90%) at that time.

e) Any owner of a home site who acquires his home site by will or inheritance must within a reasonable time:

1. Occupy the home site if one of the occupants is 55 years or older; or

2. Lease the home site to an occupant as provided for in subsection (c); or

3. Sell, gift or exchange the home site to a transferee or transferees at least one of whom is 55 years or older; or

4. Sell, gift or exchange the home site as provided for in subsection (d).

f) Any owner of a home site shall, before entering into an agreement to sell or exchange or before consummating a gift, provide the Corporation with authenticated proof of age for the transferee or transferees.

g) The Corporation shall provide the occupant(s) a CURRENT welcome packet. (That is to always stay in the home site) insuring their understanding of the By-Laws and Covenants and all other Edgewater Village use policies.

Before renters move in, the homeowner is responsible for obtaining and returning two signed and dated forms provided by the board. One form will be from the occupants confirming they received, reviewed and agree to comply with them. The second form will be from the homeowner certifying that they provided said packet to the occupants.

h) Any agreement, lease or conveyance which is not in conformity with the terms, provisions and requirements of the Paragraph 11 Use Restrictions is null, void and of no binding effect; and shall subject both parties to an action for damages and/or injunctive relief.

12. The owners of dwelling units may lease these units for leases subject to all of the restrictions under these Protective Covenants and Restrictions provided that the lease shall be kept paid six months in advance and that evidence of this payment be furnished to the Corporation at all times appropriate to the payment. The dwelling may be rented only as a single family unit for adequate consideration comparable to other similar dwelling units in the Sebring area. All leases must be in writing and a copy of the lease agreement will promptly be provided to the Corporation upon request by the Corporation.

13. To show your patriotism each villa may display a national flag throughout the year according to flag display etiquette. It may be exchanged/replaced with a sports flag two days prior to the day of the game and also the following day. Should you choose to display a seasonal/holiday flag it should be removed or replaced after one month. The flag you display should be in good repair and used to express your pride for your country, favorite sports team or season. Only one (1) flag may be displayed at any given time. Garden flags are to be displayed only in your back yard

14. The owner shall not remove trees larger than three inches in diameter except with the permission of the Board of Directors of the Corporation.

Additionally, no individual home site owner may make additions or deletions to the existing vegetation that would have the effect of not conforming to the overall landscaping theme and pattern of Edgewater Village or of increasing the cost of lawn and plant maintenance. Such a determination would be made by the Board of Directors

of the Corporation based upon the harmony, suitability, appearance and location of the proposed vegetation changes with reference to the overall landscaping theme and pattern as originally established by the Developer; and based upon whether the proposed vegetation changes would increase the cost of lawn and plant care maintenance.

15. No home site owner will materially alter the existing ground elevation or grade of his lot after the home is constructed and initial landscaping completed.

SECTION 3 **MAINTENANCE, REPAIR AND INSURANCE**

1. The Corporation will maintain at its expense the road and the roadways; the recreational complex (including a recreation building, swimming pool and shuffleboard courts); the water retention area and certain other common drainage improvements; the front entrance improvements (landscaping, sod and permanent entrance Sign at front entrance); and the central irrigation system for irrigating each home site, the grounds of the recreational complex, the front entrance area and other common area that might need irrigation.

2. The Corporation is hereby given the exclusive right and authority to mow and maintain all lawns and landscaping in Edgewater Village. The Corporation will exercise this responsibility so as to assure all of the homeowners that each home site will uniformly be kept clean and neat in appearance by means of regular maintenance; and that the overall landscaping theme and pattern maintain a consistency in order to improve and enhance the value of all home sites in Edgewater Village.

3. The Corporation shall provide to each homeowner in Edgewater Village irrigation service consisting of the operation and maintenance of the irrigation system including necessary wells and pumps. Such irrigation and other lawn and landscaping maintenance shall be provided by the Corporation at such intervals as it deems necessary, practical and convenient. In connection therewith, there is hereby granted to the Corporation the right to enter upon each and every home site for the purpose of reasonable operation and maintenance of said irrigation system; as well as for otherwise exercising its lawn and landscaping maintenance responsibility as provided for in Paragraph 2 hereinabove. The Corporation shall provide reasonable maintenance on all of the irrigation system including that portion of the irrigation system located on each particular home site; such maintenance shall be provided by the Corporation at such intervals as it deems necessary, practical and convenient. However, any damage to the irrigation system caused by the negligence or willful misconduct of an owner, including their guests, invitee, or tenants shall be repaired by the Corporation but the cost thereof shall be assessed back to and shall be paid by the particular offending home site owner.

4. The owner of each home site shall maintain and repair the dwelling unit thereon and shall keep it in state of good condition, repair and appearance. Each home

site owner's obligation to keep the unit in a state of good condition, repair and maintenance shall include that portion of the common roof covering that unit. All common walls and common driveways shall be maintained by the owners of the adjacent home site with each bearing one-half of the expense thereof. The exterior appearance of all dwelling units is to be maintained cleanly and uniformly by each unit owner. This is especially required with regard to uniformity of exterior color, exterior finishes, exterior cleanliness and repair. Any changes to the outside appearance of any dwelling unit must be approved in advance, in writing, by the Board of Directors of The Corporation. Any proposed change of addition to the structure of a dwelling unit which has an effect on the architectural integrity and appearance of such unit when compared with other units in the same area shall require approval by the Board of Directors of the Corporation. Should a home site owner fail to abide by this paragraph by not keeping the exterior of the unit in good condition and repair and clean and attractive in appearance; or by altering the exterior of the unit so as not to be in uniformity with the external appearance of the other dwelling units, then and in either of those events, the Corporation shall expend the necessary funds to remedy the situation and shall have a lien against the offending home site owner as provided for in Section 4 hereof until it is reimbursed including interest and costs; or the Corporation shall bring suit against the offending home site owner to compel compliance with these Protective Covenants and Restrictions. Notwithstanding the foregoing, the Corporation shall have the exterior of all dwelling units repainted within 4 years of construction date. Subsequent repainting shall be determined by the board of Directors, time frame not to exceed 6 years.

5. Each wall placed on the dividing line between the lots shall constitute a party wall, and each owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall, except as otherwise provided herein.

6. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of either owner thereto, the owners shall, at their joint expense, repair or rebuild said wall, and each owner, his successors and assigns shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either owner's negligence or willful misconduct causes damage or destruction of said wall, such negligent or willfully mischievous owner shall bear the entire cost of repair or reconstruction. If either owner shall refuse to pay his share, or all of such costs in the case of negligence or willful misconduct, the other owner shall have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement costs. If either or both owners shall give, or shall have given a mortgage or mortgages upon his property to an institutional mortgagee, then the institutional mortgagee shall have the full right, at its option, to exercise the rights of its mortgagor as an owner hereunder, and in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the owners.

In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent dwelling shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on adjacent dwellings to effect necessary repairs and construction.

The right of any owner to contributions from any other owner under the article shall be appurtenant to the land, and shall pass to such owner's successors in title. Upon conveyance or other transfer of title, the liability of the prior owner shall cease.

In the event of any dispute arising concerning a party wall, the Corporation shall arbitrate the matter and a majority decision by its Board of Directors shall be final and conclusive of the question involved.

7. If all or any portion of a dwelling unit is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, thereof, with all due diligence, to rebuild, repair or reconstruct such dwelling unit in a manner which will substantially restore it to its condition immediately prior to the casualty. Reconstruction shall be undertaken within six months after the damage occurs, and shall be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of owner or owners. Should an owner or owners fail to abide by their said obligation, then the Corporation shall expend the necessary funds to remedy the situation and shall have a lien against the offending owner or owners as provided for in Section IV hereof until it is reimbursed, including interest and costs; or the Corporation shall bring suit against the offending owner or owners to compel compliance with these Protective Covenants and Restrictions.

8. If any portion of a common roof is destroyed or damaged by any casualty, either common owner may restore it, and if the other common owner benefits from said restoration, each shall contribute to the cost or restoration in proportion to the benefit received.

With regard to destruction or damage of the common roof, all the provisions of paragraph 6 herein above shall likewise apply with regard to the following: The negligence of willful misconduct of one owner, the lien on the premises of the owner failing to pay his fair share, the rights of the institutional mortgagee, the rights of entry for necessary repairs and reconstruction, and the rights of an owner to contribution being appurtenant to the land.

In the event of any dispute arising concerning a common roof, the Corporation shall arbitrate the matter and majority decision of its Board of Directors shall be final and conclusive of the question involved.

9. The Corporation shall maintain public liability insurance on the roads and all other common areas. Each owner shall be responsible for maintaining insurance on his or her premises. Any destruction or damage to a structure shall be repaired as soon as possible as provided therein.

SECTION 4
EDGEWATER VLLAGE HOMEOWNERS, INC.

1. The membership of the Corporation is comprised of all owners of home sites. Each of the 62 home site owners shall have one vote. The Corporation shall be a non-profit corporation, operated as a standard corporation by a Board of Directors elected by the members, which Board shall elect the corporate officers.

2. The purpose of the Corporation is to accomplish the duties placed upon the Corporation herein and to enforce these Protective Covenants, and to own and maintain the roads and all other common areas, including the recreational facilities, all for the use and benefit of the membership. The forgoing is not in limitation of any rights, privileges, powers and authorization which may be contained in the instruments forming the Corporation.

3. The Corporation shall have and exercise all of the rights, privileges, duties and powers which may be granted and reserved unto it in the instruments forming the Corporation, and these Protective Covenants, including enforcing the covenants and restrictions herein; making assessments as provided below; maintaining and making repairs to all common areas and facilities; defraying the power costs for the street lights for Edgewater Village; establishing reasonable rules and regulations for the use of the recreational facilities; and such other services as may be necessary or desirable; and all other thing necessary or desirable in the maintenance and management of the property; including the ownership and operation of recreational facilities and all other common areas.

4. In order that the Corporation may provide for and pay the cost of maintenance, operation, improvement and management to accomplish the purposes of the Corporation, the Corporation shall have the authority to levy and collect equal assessments against the members of the Corporation and their respective home sites, as follows:

a) The assessments levied against each home site shall be payable in monthly installments due the first day of each and every month.

b) The Corporation shall establish an annual budget for each fiscal year and levy the necessary assessment for financing the work of the Corporation for the year.

c) Should the assessment levied prove to be insufficient, the Corporation shall have the authority to levy such additional or special assessments as it shall deem necessary and establish the time and manner of the payment thereof. Any special assessment increase over ten per cent (10%) of budget requires approval by two thirds of the homeowners. (42 homeowners)

d) Upon adoption of the annual budget by the Corporation, copies thereof shall be delivered to the members, although the failure to deliver a copy to any member shall not affect the liability of such member for any assessment based on such budget.

e) Home site owners may not exempt themselves from any assessment levied against them or their home sites in any way. The home site owner shall become responsible for the full monthly assessment beginning with the first day of the first month following the conveyance of the subject home site to the new owner.

f) The owner or owners of any home site shall be personally liable, jointly and severally, to the Corporation for the payment of all assessments levied while such party is an owner of a home site. In the event the owner or owners of any home site are in default in the payment of any assessment or installment thereof owed to the owner or owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof, at the highest rate permitted by law, until such delinquent assessment or installment thereof and said interest, is fully paid, and for all costs of collecting such assessment or installment thereof, and interest thereon, including a reasonable attorney's fee, whether suit is brought or not.

g) In addition to any other remedy which may be afforded to the Corporation, the Corporation is hereby granted the authority to file a lien upon each home site to secure monies due for all assessments, now or hereafter levied. The lien granted to the Corporation may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and the lien granted to the Corporation shall secure all advances made by the Corporation to protect and preserve its lien, and interest on all such advances at the highest rate permitted by law. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of a home site, or who may be given or acquire a mortgage lien or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Corporation and shall acquire the interest in any home site subject to such lien.

h) Liability for Assessments: An Owner, regardless of how title is acquired, including a purchaser at a judicial sales, shall be liable for all Assessments coming due while that person is the owner of a unit. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for the share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the unit for which the Assessments are made or otherwise. The lien granted to the Corporation shall be effective from and after the time of recording in the public records of Highlands County, Florida, of a claim of lien stating the description of the home site encumbered thereby, the name of the record owner, the amount of any delinquent assessments or assessments and the date when due, and the lien shall continue in effect until all sums secured by said lien, as hereby provided, shall have

been fully paid, and such lien shall further secure all additional assessments which may become due and payable subsequent to the recording of any claim of lien. Any claim of lien shall be signed and verified by an officer or agent of the Corporation and shall be duly satisfied of record upon full payment of the sums secured thereby.

i) Institutional Mortgagee. A first Mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for the share of Common Expenses, Assessments and Special Assessments or other charges imposed by the Corporation pertaining to such unit that became due prior to the mortgagee's receipt of the deed. However, such liability is limited to the lesser of : (1) those Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of the title and for which payment in full has not been received by the Corporation; or (1) one percent (%) of the original mortgage debt. The first Mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first Mortgagee takes title to the unit. The provisions of this paragraph apply only if the first Mortgagee joined the Corporation as a defendant in the foreclosure action. Joinder of the Corporation is not required if, on the date the complaint is filed, the Corporation was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonable discoverable

j) The lien of the Corporation as hereinafter referred to in Section 3, should a home site owner or owners fail to abide with the provisions of said Section 3, shall be just as effective and just as provided for in paragraph 4 of Section 4, Edgewater Village Homeowners Inc.

5. The monthly assessments shall be as provided for in paragraphs 1 through 4 hereinabove; the assessments shall be of whatever amounts are necessary to operate the corporation on a non-profit basis as spelled out therein.

SECTION 5

SCOPE DURATION AND MODIFICATION OF PROTECTIVE COVENANTS

1. The covenants, restrictions, reservations, servitude and easements imposed by the Protective Covenants are intended to and shall constitute covenants running with the land and constitute an equitable servitude upon each home site and shall be binding upon the present and future owner or owners of each home site and the common areas and their successors, legal representatives and assigns and their respective guests, invitees, employees and tenants.

2. These protective covenants may only be modified, amended, waived, extinguished or rescinded, in whole or in part, by the recordation of a written instrument in the Public Records of Highlands County, Florida, executed by the President or Vice-President of the Corporation, after approval by two-thirds of the owners of the home site

SECTION 6 **ENFORCEMENT**

1. The Corporation or an owner or owners of any home site, may enforce the terms of these Protective Covenants by an action to recover damages, for injunctive relief and/or to foreclose a lien on a home site.

2. In any proceeding arising due to a default or violation by an owner or owners of any home site, the prevailing party shall be entitled to recover the costs of pre-trial, trial, and appellate costs and attorney's fees.

3. Failure of the Corporation to enforce any provision under these Protective Covenants shall not constitute a waiver of the right of any party to thereafter enforce such right in case of a continuing or subsequent default or violation.

4. Any purchaser by acceptance of a deed to property within the subdivision automatically submits said purchaser to all of the covenants and restrictions included herein including the authority of the Corporation as delineated herein; and said purchaser by acceptance of his deed specifically covenants and agrees to pay to the Corporation his assessment as provided for herein.

SECTION 7 **EASEMENT**

Each home site owner and each tenant, agent invitee and institutional mortgagee to such home site owner, shall have permanent and perpetual non-exclusive easement for ingress and egress for pedestrian and vehicular traffic over and across the roads and driveways from time to time laid out on the access areas, for use in common with all other homeowners, their tenants, agents, invitees, and institutional mortgages. The easement shall be appurtenant to and shall pass with the title to each home site. There shall also be easements for drainage and utilities as may be necessary to serve the various dwelling units and common areas and recreational facilities. Likewise, each home site owner shall be permitted to utilize the recreational facilities subject to reasonable rules and regulations to be established by the Corporation.

SECTION 8 **SEVERABILITY**

In the event that any term, provisions or covenant herein is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other term hereof.

IN WITNESS WHEREOF, The parties hereto have executed these Covenants this 9th day of February, 2018.

EDGEWATER VILLAGE HOMEOWNERS, INC.

By

Robert M. Swift
Robert M. Swift, President

Attest :

Pat Laughren
Pat Laughren, Secretary

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 9th day of February 2018, by Robert M. Swift, the President of EDGEWATER VILLAGE HOMEOWNERS, INC., a Florida corporation not-for profit, and attested to by Pat Laughren, as its Secretary, on behalf of the corporation. I further certify that ROBERT M. SWIFT and Pat Laughren who produced identification, or are personally known to me.

Roberta L. Walker
NOTARY PUBLIC

My commission expires:

