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**REVISED, UPDATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR THE
ASSOCIATION OF EDGEWATER LANDING OWNERS, OWNERS, INC.** (the
“Association”), is the owner of real property in Volusia County, Florida,
described in, and subject to, the Declaration of Covenants, Conditions,
Restrictions and Easements for Edgewater Landing, filed October 24, 1988,
and recorded in Official Record Book 3211, Page 1433, et seq., Public Records
of Volusia County, Florida; and

WHEREAS, Unit Owners assumed control of Edgewater Landing Owners, Inc.,
on January 1, 1997; and

WHEREAS, pursuant to Article VIII, Section E, of the Declaration may be
amended or modified (i) by the consent of 51% of all Owners (based upon one
vote per Lot), together with (ii) the approval or ratification of a majority of the
Board of Directors of the Association; and

WHEREAS, certain additions and changes to the Declaration have been
proposed and have been voted on and approved by the majority of the Owners
and the Association Board of Directors,

NOW, THEREFORE, by affirmation vote of not less than fifty-one percent
(51%) of the entire membership of the Association, the attached hereto is a
true and correct amended copy of the Declaration of Covenants, Conditions,
Restrictions and Easements in its entirety as approved by the Owners.

DECLARATION TITLE

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR
EDGEWATER LANDING**

The Members of the Association are owners of real property known as the
Edgewater Landing subdivision, and desire to maintain thereon a multi-
phased elder adult residential community with recreation areas, wildlife
preserve areas, open spaces, drainage and storm water retention areas, and
other common facilities.

The Members desire to subject the Edgewater Landing subdivision to the covenants, restrictions, easements, charges and liens set forth in this declaration, which are for the benefit of the subdivision property and each Member.

The Members have deemed it desirable for the efficient preservation of the values and amenities in the Edgewater Landing community, to maintain an Association to which is delegated and assigned powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created.

The Association was incorporated under the laws of the state of Florida as a Corporation Not For Profit for the purpose of exercising these functions.

The Members declare that the real property in the subdivision is and shall be held, transferred, sold, conveyed and occupied subject to these covenants, restrictions, easements, charges and liens.

BACKGROUND

The Declaration of Covenants, Conditions, Restrictions and Easements for Edgewater Landing was filed by Radnor/Edgewater, Inc. (the "Developer") and recorded October 24, 1988 in Official Records Book 3211, page 1433 et seq., Public records of Volusia County, Florida.

On August 20, 1990, the First Supplement to Developer's Covenants was filed by the Developer and recorded in Official Records Book 3511, page 791 et seq., Public records of Volusia County, Florida.

The First Amendment To The Declaration of Covenants, Conditions, Restrictions and Easements for Edgewater Landing was filed by the Developer and recorded on March 24, 1989 in Official Records Book 3211, page 1433 et seq., Public Records of Volusia County, Florida. It was re-recorded in Official Records Book 3906, page 3722 et seq., Public records of Volusia County, Florida because of a typographical error.

An Addendum To The Declaration of Covenants, Conditions, Restrictions and Easements for Edgewater Landing was filed by the Developer and recorded on November 11, 1995 in Official Records Book 4050, page 576 et seq., Public Records of Volusia County, Florida.

The Second Amendment To The Declaration of Covenants, Conditions, Restrictions and Easements for Edgewater Landing was filed by the Developer

and recorded on November 11, 1995 in Official Records Book 4152, page 3453 et seq., Public records of Volusia County, Florida.

The Third Amendment To The Declaration of Covenants, Conditions, Restrictions and Easements for Edgewater Landing was filed by the Association and recorded on April 27, 1998 in Official Records Book 4299, page 3988 et seq., Public records of Volusia County, Florida.

ARTICLE I.

DEFINITIONS

The following words and phrases when used in this Declaration shall mean:

1. **“Articles”** The Articles of Incorporation of the Association and amendments.
2. **“Association”** The Association of Edgewater Landing Owners, Inc., a Florida not-for-profit corporation.
3. **“Association Property”** Those portions of Plats titled Edgewater Landing, Phases I, II, and III identified thereon as: Common Areas; Natural Areas; Drainage Retention Areas; Phases I and II – Parcels D, E, and F; Phase III – Parcel F; Phase II – vacated right-of-way adjacent to Parcel D; Phase I – the south 150 feet of Parcel B and the north 150 feet of Parcel A, and improvements located thereon.
4. **“Board”** The Board of Directors of the Association.
5. **“By-Laws”** The By-Laws of the Association and amendments.
6. **“Capital Reserves”** Funds to cover depreciation and/or deferred maintenance and/or new equipment and improvements to Association Property.
7. **“City”** The City of Edgewater in the County of Volusia, State of Florida.
8. **“Edgewater Landing”** The multi-phased elder adultcommunity built on Exhibit B (Phases I and II) and Composite Exhibit A (Phase III) properties.
9. **“Edgewater Landing Documents”** The recorded Declaration, the Articles and By-Laws, with all recorded amendments, and Rules and Regulations.
10. **“Fences”** Any structure which seeks to separate one Lot from another or prohibit free movement from one Lot to another or which separates one portion of a Lot from other portions of the same Lot.
11. **“Institutional Mortgagee”** Any lending or financial institution or entity having a mortgage lien upon a Lot without limiting the generality of the foregoing, a bank, savings bank, savings and loan association, life insurance company, real estate investment trust, mortgage banking or lending corporation, association or trust, any Federal agency, corporation or association or any affiliate, subsidiary, successors or assigns of the foregoing,

and further including, without limiting the generality of the foregoing, FHA, VA, FNMA and GNMA.

12. “Home Occupations Requirements” The requirements set by the City for requesting application for Home Occupations.

13. “Lot” A single-family residential lot as shown on a Plat duly recorded with the Clerk of the Circuit Court for Volusia County.

14. “Multi-phased Elder Adult Residential Community” Housing of which 80% or more of the units are occupied by at least one person 55 years of age or older, and which have published policies demonstrating an intent by Owners to provide housing for persons at least 55 years of age.

15. “Net Association Expenses” The expenses for which Owners and their Lot are liable to the Association as described and provided in the Edgewater Landing Documents.

16. “Operating Budget” The annual budget for the Association as prepared and adopted by the Board showing anticipated income and operating and Capital Reserves expenditures for the next fiscal year.

17. “Owner” The owner or owners of the fee simple title to a Lot, but excludes those having such interest merely as security for the performance of an obligation.

18. “Plats” Plats filed for record in Volusia County, Florida, at Book 42, Pages 65, 66 and 67; Book 43, pages 31, 32, and 33; Book 45, Pages 81 and 82 of the Official Records of Volusia County, Florida, whereby Edgewater Landing Phases I and II, Exhibit B and Edgewater Landing Phase III Composite Exhibit A property is subdivided into Lots, parcels, or other specified areas.

19. “Quarterly Assessment” The quarter-annual assessment billed by the Association to the Lot and its Owner(s) in order for the Association to be able to pay the Association expenses.

20. “Recreational Vehicle and Boat Storage Areas” Exhibit B property which Includes portions of Parcels D and F, Plat of Edgewater Landing Phase II established and utilized for the storage of recreational vehicles, boats, trailers, campers, trucks and other vehicles that are not allowed to be stored on Lots.

21. “Residence” A residential dwelling unit constructed, erected or located upon a Lot which is designed and intended for use and occupancy as a residence by a single family, and includes a manufactured home.

22. “Residential Property” The Lots and the improvements constructed, erected, located and maintained thereon.

23. “Right of Way” As delineated on the Plats; generally described as curb to curb and 13 feet from the back of the curb, except on cul-de-sacs, where it is 8 feet from the back of the curb, and Homeport Terrace, where it is 17 feet from back of curb.

24. “Rules and Regulations” The Rules and Regulations of the Association and amendments.

25. “Special Assessments” Any assessment other than a Quarterly Assessment imposed by the Association upon a Lot and its Owner(s).

26. “Subdivision Property” Association Property plus Residential Property. Does not include right-of-ways and utilities dedicated to the City of Edgewater per Plats.

ARTICLE II.

DEVELOPMENT OF EDGEWATER LANDING

A. The Subdivision Property

1. Radnor Corp. was the owner of Exhibit A Property (Committed and Uncommitted Property) which it developed as a multi-phased elder adult residential community known as the Edgewater Landing subdivision.

2. The effective date of transfer by Radnor Corp. of Ownership and control of the subdivision to the Association was January 1, 1997.

3. All of Exhibits B (Phases I and II) and Composite Exhibit A (Phase III) property have been developed in accordance with present zoning regulations and plans of the Developer, and contains 454 residential Lots. The Lots are numbered 1 through 455, less Lot 160, which was vacated to provide a right-of-way for extension of Portside Lane.

B. Subdivision Property; Uses; Property Rights

1. Every Owner of a Lot shall have and is hereby granted a non-exclusive right and easement of enjoyment in and to the Association Property which shall be appurtenant to and shall pass with the title to the Lot. Owners and Owner’s tenants, guests, and invitees, and the Association, are governed by, and must comply with the Edgewater Landing documents, and further subject to the Association rights :

- a.** to establish and charge reasonable admission and other fees for the use of Association Property;
- b.** to adopt reasonable rules and regulations for the use of Association Property;
- c.** to suspend the right of use of Association property for a period not exceeding one (1) month for each infraction of the Edgewater Landing Documents;
- d.** to suspend the right of use of the Association Property including Cable TV when the Owner is delinquent in payment of an assessed share of Net Association Expenses; and
- e.** to impose such fines as may be appropriate in accordance with applicable Florida Statutes .

(1). The Association may levy reasonable fines, not to exceed \$100.00 per violation, and the fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing.

(2). A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three persons appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, or sibling of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed.

(3). Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the provisions of the Edgewater Landing Documents may be brought by the Association or by any owner against:

(a). the Association;

(b). an owner or owners;

(c). any Director or Officer of the Association who knowingly fails to comply with the provisions of the Edgewater Landing Documents; and

(d). any tenants, guests, or invitees occupying a Lot or using Association Property.

(4). The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs.

2. Subject to such limitations as may be imposed herein or by the By-Laws, each Owner may delegate enjoyment privileges in the Association Property to tenants, guests, and invitees.

3. The expenses of operating, administering, constructing, maintaining, repairing, improving, and replacing the Association Property shall be included by the Association as part of the Association Expenses in the Operating Budget and computed as part of Net Association Expenses to be assessed by the Association against Owners of Lots.

4. The Association shall have the authority to maintain and repair individual yard lights upon failure of the appropriate Lot Owner to do so, and any expenses incurred shall be billed to Lot Owner(s). The costs of electrical services provided by Florida Power and Light Company ("FPL") shall be billed directly to the incurring Lot Owner, and the Association shall have the authority and power to recompense FPL if the incurring Lot Owner is sixty (60) or more days delinquent.

5. Cable Television Service.

If the Association is able to negotiate and arrange for bulk TV cable service, the Association may provide Basic Cable television service to each Lot and to the Association Property, and include this cost in the Quarterly Assessment. Lot Owners may purchase additional Cable Television services at their own expense.

C. Responsibilities of the Association and Members

1. The Association has the power and responsibility related to owning, operating, administering, improving, maintaining and repairing the Association Property.
2. The Association shall own the street lighting located in dedicated rights-of-way, and shall establish mandatory hours of operation for yard lighting located on Lots, and shall assess and collect the Net Association Expenses.
3. Each Owner shall automatically be a Member of the Association and as such shall be entitled to the rights and privileges of such membership as provided in the Edgewater Landing Documents and be responsible for the duties of such membership, including the duty to pay Net Association Expenses and to comply with the Edgewater Landing Documents.

D. Architectural Controls

The Association shall establish architectural controls for the Subdivision Property.

ARTICLE III.

LAND USE COVENANTS, RESTRICTIONS AND EASEMENTS

A. Land Use Covenants and Restrictions

The Association declares that the Subdivision Property shall be used, transferred, devised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

1. Residential Property: All portions of the Subdivision Property which are shown on a Plat as a Lot shall be for residential use only. Residential use means only a structure which is designed and intended for use and occupancy as a residence by a single family (which structure shall be a home which is first manufactured and then located on a Lot), and improvements associated with residential purposes such as drives, driveways, parking spaces, lawn areas and the like, as may be constructed, erected or located on a Lot.

- a. No docks may be constructed on individual Lots.
- b. Each residence, changes thereto and alterations thereof, as well as any other improvements located on a Lot, shall be subject to approval of the "Architectural Control Committee" as hereinafter described.
- c. No commercial or business building may be erected on a Lot, and no business or commercial occupations may be conducted on any Lot, except for:
 - (1). direct access services to the Residential Property such as utilities, Residence or Lot maintenance, and other like services.
 - (2). activities meeting the following Home Occupations Requirements:

(a). The use must be conducted by a member, or members, of the immediate family residing on the premises and be conducted entirely within the living area of the dwelling unit not to exceed twenty percent (20%) of the dwelling unit space for the home occupation.

(b). No manufacturing or repairing of vehicles.

(c). No chemical equipment, supplies or material except that which is normally used for household domestic purposes, shall be used or stored on site.

(d). Noise, dust, odors or vibrations emanating from the premises shall not exceed that which is normally emanated by a single dwelling unit.

(e). No electric, electro-magnetic equipment that causes any interference or excessive noise to adjacent dwelling units shall be installed or operated.

(f). No products, services or signage may be displayed in a manner that it is visible from the exterior of the dwelling unit or on vehicles.

(g). No trucks, or equipment shall be permitted in the driveway, or adjacent public right-of-way and no delivery or commercial products for the use in the occupation shall be allowed.

(h). The use of typewriters, computers, printers, photocopiers and fax machines will be permitted for office use and small machinery such as hand drills and small jig saws for hobbyist uses.

d. Residential Property is subject to reasonable Rules and Regulations promulgated by the Association for the safety, welfare or benefit of the Residential Property or the other portions of Edgewater Landing.

2. Association Property: The Association Property shall be used and conveyed solely in accordance with the provisions hereof and with the following covenants, terms, provisions and conditions:

a. No portable or fixed object or structure shall be placed, installed, modified or maintained in these areas, except as approved by the Association. These areas shall be held and maintained in accordance with permits as shall be issued by appropriate regulatory agencies.

b. The Association shall maintain the performance standards provided by Volusia County, Florida, and appropriate regulatory agencies which have been incorporated into the construction and design of Edgewater Landing.

(1). No more than ten percent (10%) of the wetlands within the property boundary (as defined in Chapter 17-4 of the F.A.C.) shall be disturbed, whether filled, cleared or otherwise altered.

- (2).** Any disturbance of wetlands within the allowed ten percent (10%) shall result in mitigation. A Mitigation Plan must be approved by Volusia County Environmental Control Division prior to any alteration.
- (3).** A wetlands protection buffer of upland vegetation shall be maintained around wetland habitats. The buffer shall begin at the upland limit of the wetland habitat and extend twenty-five feet (25') laterally upland. The buffer shall include canopy, understory and ground cover of preserved existing vegetation or planted native species.
- (4).** There shall be no alteration of mangrove areas.
- (5).** Vertical seawalls and/or bulkheads shall not be used for erosion control or shoreline stabilization.
- (6).** No dredge and fill activity shall be allowed: (i) on and around the spoil island; (ii) below mean high water line; or (iii) east of the shoreline wetlands/upland vegetation line.
- (7).** Best management practices shall be used when permitted dredge and filling activities take place. These practices shall be employed to prevent the discharge of dredge and fill material into the wetland preservation area.
- (8).** On Lots bordering the Intracoastal Waterway buffer area, no more than thirty percent (30%) impervious surface shall be allowed within one hundred feet (100') of the mean high water line.
- (9).** A shoreline protection buffer shall be established and preserved at a line extending fifty feet (50') laterally upland from the mean high water line. No development shall be permitted within the buffer zone with the exception of pervious walkways, elevated walkways and elevated gazebos which provide the property owner with reasonable access to the water.
- (10).** No more than twenty percent (20%) of the shoreline may be altered for reasonable water access. The remainder of the shoreline shall be maintained in unaltered native vegetation as permanent open space.
- (11).** Lots shall be covered, by a minimum of thirty-five percent (35%) open space, landscaped with existing vegetation or planted native species.
- (12).** During construction, the following noxious exotic species shall be removed; this action pertains only to the areas which are to be disturbed: (i) Australian pine (*Casuarina equisetifolia*); (ii) Brazilian pepper (*Schinus terebinthifolius*); and (iii) Cajeput (*Melaleuca qiunquenervia*).

(13). The stormwater management system shall meet the requirements of the St. Johns River Water Management District for Class II waters and the conditions contained in Permit 4-127-0107 previously issued.

c. The Recreation Center, Natural Areas, and remaining Association Property shall be used for recreational facilities and amenities for the benefit of residents of Lots and their guests as herein provided. Right is reserved in the Association to lease and rent from time to time portions of these areas and the improvements thereon on terms and conditions established by the Association, provided, however, such lease may not serve to defeat, abrogate or impair the rights of the Lot Owners as provided in Article II, Paragraph B.

d. The Association shall be responsible for maintenance and operation of the fishing pier and dock in accordance with the terms and conditions of the Sovereignty Submerged Lands Lease No. 641546434.

e. Recreational Vehicle and Boat Storage Areas: Depending upon availability of space, not to exceed one slot per Lot and assigned on a first come, first served waiting list basis, the Recreational Vehicle and Boat Storage Areas shall be used, kept and maintained for the parking of boats, recreational vehicles, trucks, campers and trailers, as well as any vehicles which shall be prohibited from parking on a Lot. No boat, boat trailer or recreational vehicle which is not currently registered with a state licensing agency shall be permitted to be stored in the Recreational Vehicle and Boat Storage Areas.

f. Drainage Retention Areas: The Drainage Retention Areas, which shall include all parts of the stormwater retention system, and all areas designated for retention, shall be used, kept and maintained for drainage and stormwater retention for the benefit of the Subdivision Property as herein provided in accordance with regulatory permits. The Association may restrict access to the Drainage Retention Areas.

3. Administration of Association Property by the Association: The Association shall administer, manage, operate and maintain the Association Property as provided in the Edgewater Landing Documents.

a. The Association may from time to time change or modify the use of the Association Property.

b. The Association Property and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of two-thirds (2/3) of all Owners.

4. Non-Severable Interests of Owners: All rights, interests and appurtenances under the Edgewater Landing Documents acquired by virtue of the Ownership of a Lot shall be non-severable, and any conveyance, devise, pledge or transfer or encumbrance of a Lot by an Owner of an interest in such Lot, shall also include all the non-severable interests therein.

B. Restrictions on Use of the Subdivision Property

The Association does hereby declare that the Subdivision Property shall be used, transferred, devised, sold, conveyed and occupied subject to the following terms of this Declaration:

1. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors, and no nuisances or illegal activities shall be permitted on any of the Subdivision Property.

2. Animals and Pets: No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that: (i) they are not kept, bred or maintained for commercial purpose; (ii) they do not cause an unreasonable nuisance or annoyance to other Owners; (iii) they are not permitted to run free outside a Residence but, rather, are kept on a leash at all times when outside a Residence; (iv) there are not to be more than an aggregate of two such pets kept on any Lot at any given time; (v) the Owners shall be responsible that all solid waste from such pets is forthwith removed, and disposed of in a sanitary manner. Pets, with the exception of guide/service animals, are not permitted in the following areas: clubhouse, pool, tennis courts, shuffleboard courts, horseshoe courts, bocci courts, deck at clubhouse, gazebo, nature trails and fishing pier.

3. Children: No children below the age of nineteen (19) years shall be permitted to occupy the improvement on any Lot except as a guest, and then for periods of time aggregating not more than sixty (60) days within any calendar year. An Edgewater Landing address cannot be used as a basis for the enrollment of any child under the age of 19 in the school system of Volusia County.

4. Clothesline: No permanent type of outdoor clothesline may be maintained on a Lot; rather, only a reel or umbrella type clothesline may be used and the line shall be rewound on the reel when the same is not being actually used; further, in no event shall such clothesline remain extended after the clothes thereon have been dried. Every effort shall be made to assure that the clothesline is placed in an area with the least visibility.

5. Addition to or Removal of Sod and Shrubbery: No sod, topsoil, muck, trees or shrubbery shall be removed from, or added to the Association Property by Owners without the written approval of the Board, and compliance with appropriate regulatory agency permits.

6. Surface Water Drainage: No change in the condition of the soil or the level of the land of Subdivision Property shall be made which results in any permanent change in the direction of flow and drainage of surface water which the Board determines to be detrimental to the drainage of Edgewater Landing or to property values or safety of any real property or improvements in Edgewater Landing or violates regulatory permits. In addition, no yard waste, bagged or not, trash or other items affecting the cleanliness or free flow of rain to the

Drainage Retention Areas shall be placed in the street gutters or on the drainage grates in the streets.

7. Satellite Dishes, Antennas and Aerials: Requests to install exterior antennas, including satellite dish antennas should be submitted in advance to the Architectural Control Committee who will review for compliance with F.C.C. and Association requirements.

8. Litter: No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Lots or Association Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. Such Containers located on Residential Property shall be stored in locations with the least visibility, except that it can be placed at the front of a Lot for pick-up at the times and in accordance with the requirements of the franchised garbage removal service or appropriate governmental agency providing such service, as the case may be, for the Residential Property, but such Containers shall be returned to the above designated areas promptly after such pick-up. Loose tree trimmings and the like may be placed on the right-of-way behind the curb at the front of the home of the person placing the trimmings and the like for collection by the appropriate agency but may never be placed upon other lots or Association Property.

9. Sub-Division and Partition: No Lot shall be sub-divided without the prior written consent of the Association, through its Board of Directors and any such sub-division must comply with all ordinances and regulations of the City.

10. Fences: No fences shall be permitted on any Lot. Panels of lattice or wood slats along the open sides of carports, covered walks and patios shall not be considered fences, but do require approval of the Architectural Control Committee prior to installation.

11. Improvements to Residences and Lots - Architectural Control Committee:

a. The "Architectural Control Committee" (ACC") is established to exercise the powers and to undertake the duties and responsibilities specified in this subparagraph. The Committee may be composed of not less than three (3), nor more than five (5), persons.

b. The ACC shall have the responsibility and power to approve or disapprove plans and specifications for proposed improvements, prior to construction, erection or location, to determine whether plans and specifications will produce a structurally sound structure, of suitable materials and consistent with the natural surroundings and the neighborhood, and with other structures and designs within Edgewater Landing, including, but not limited to:

(1). all building plans and specifications for residential structures and appurtenances to be constructed upon the Lots;

(2). any additions or alterations to the exterior of residential structures and appurtenances, including driveways, walkways and lattice work;

(3). all exterior colors prior to the painting, staining or any other change of color to the exterior of Residences; and

(4). the design, height, number and location of all other exterior improvements of every kind and nature located on each Lot prior to the installation, modification or alteration thereof;

c. Each structure and any additions or alterations thereto shall be constructed only in accordance with the plans and specifications or designs approved by the ACC, a copy of which shall be kept on file with the Association.

d. In the event plans and specifications or design have been submitted for approval by the ACC as provided herein, and in the further event that the ACC fails to act upon the request for approval within thirty (30) days after receipt of same, then approval shall be deemed granted.

12. Uniform Fixtures, Etc.: All exterior lighting fixtures and signs identifying name and address must be as uniform as possible throughout the Residential Property.

a. The ACC shall provide guidance as to acceptable exterior lighting fixtures and must approve any new installation. Lot Owners shall be responsible for keeping yard lighting in operable condition and shall be obligated to operate such lighting in accord with the hours of operation established by the Association.

b. A sign identifying the name and address of an occupant of a Lot shall be no larger than fourteen (14") inches by twenty (20") inches.

c. Only one "For Sale" or "For Rent" sign may be displayed on the exterior of a home or on a vacant lot or in the yard in front of the home but not on the right-of-way. This sign may be no larger than twenty-six (26") inches by twenty-four (24") inches. An "Open House" notice may be placed atop the "For Sale" sign, but no other "Open House" signs or flags may be displayed. No other signs associated with the sale or rental of a home or the sale of a vacant lot may be displayed on the exterior of the home, in the yard or driveway, or mounted on any vehicle parked in the driveway, in front of the home or driven or parked anywhere within the community.

d. No commercial or political signs of any type may be displayed on a resident's home or property except for legal notices or a sign indicating that the home is protected by an alarm system.

13. Lease Review Committee: The Association shall establish and maintain a standing committee selected by the Board to be known as the "Lease Review Committee" to exercise the powers and to undertake the duties and responsibilities specified below:

- a. The Committee shall have the responsibility to approve or disapprove all proposed rental and lease agreements subject to the terms and provisions of Edgewater Landing documents, between an Owner, his Agent and Lessee of such Owner's Lot.
- b. All lease agreements between an Owner or his Agent and a lessee of such Owner's Lot and/or residence shall utilize the "Accepted Lease Agreement for the Association of Edgewater Landing Owners, Inc.". Said lease must be submitted to the Lease Review Committee and must provide that such lease agreement shall be subject in all respects to the terms and provisions of Edgewater Landing Documents, and that any failure by the Owner, his Agent or Lessees under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement.
- c. In the event that the Lease Review Committee fails to act within fifteen (15) days after receipt of the same, then approval shall be deemed granted.
- d. Lease agreements shall be for a minimum of ninety (90) days or more, and no more than two (2) lease agreements shall be executed by an Owner within any one calendar year.

14. Parking: No commercial vehicles, recreational vehicles, or trailers of any kind shall park or be parked at any time on a Lot or in a platted right-of-way unless it is a commercial vehicle in the process of being loaded or unloaded, and only for such period of time as is reasonably necessary to accomplish such purposes. A recreational vehicle or boat and trailer may be parked on a Lot for a period not to exceed 48 hours within a given week for purposes of loading and cleaning. No maintenance, repair or storage of any boat or vehicle shall be permitted on any Lot, except in a garage. Vehicles other than boats, trailers, recreational vehicles, motor homes, or travel trailers may be parked in an area designed for such purpose or within a carport or garage. A vehicle not currently licensed or operational shall not be permitted on any Lot, except in a garage. For the purpose hereof, a commercial vehicle shall be any vehicle having a sign affixed thereto, painted or exhibited thereon. Any vehicle rated by the I.C.C. as greater than one ton shall be deemed a commercial vehicle. Any vehicle licensed or titled as a recreational vehicle, motor home, or travel trailer shall be considered a recreational vehicle.

15. Maintenance of Exterior and Yard: The exterior of each Residence shall at all times be maintained and kept so that it presents a freshly painted or stained, "like new" appearance. Each Owner shall keep his Lot and right-of-way free of tall grass, dead trees, dead tree limbs, weeds, trash, and rubbish, and shall keep his Lot at all times in a neat and attractive condition and shall maintain all lawn, landscape areas and yard lighting in a sightly manner and operable condition. If an Owner fails to maintain the exterior condition of his Residence and yard as provided in this paragraph, the Association, after written notice to the Owner and approval by a majority of the Directors of the Association, shall have the right to enter upon such Lot to correct, repair, restore, paint, mow and trim and maintain any such Residence and Lot. All costs relating to such correction, repair, work or restoration, including attorney's fees, shall become a Special Assessment against such Lot. Lot Owners are responsible for the timely payment of yard lighting as included in billing by FPL. To avoid installation of separate

meters for yard lights, the Association shall have the obligation and the Authority to pay FPL for the electricity service costs of Lot Owners sixty (60) or more days in arrears. The Association shall be recompensed by the delinquent Lot Owner within thirty (30) days of the Association's submittal of payment to the utility provider, or be subject to the provisions of Article VI, Sections A and B of this Declaration.

16. Casualty Destruction to Improvements: In the event Residence or other improvement upon a Lot is damaged or destroyed, then, within ninety days, the Owner shall either commence to rebuild or repair the damaged Residence or improvement in accordance with plans and specifications submitted to and approved by the ACC, or, upon a determination by the Owner thereof that the damage will not be repaired, Owner shall promptly clear damaged improvements and grass over and landscape the Lot in a sightly manner.

17. No implied Waiver: The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in other Edgewater Landing Documents (including the Rules and Regulations) now, or hereafter, promulgated, shall in no event be deemed a waiver by the Board or any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of Edgewater Landing Documents.

C. Disputes Resolution

The Florida Legislature, through the Department of Business and Professional regulation provides two forms of dispute resolution - mediation and arbitration. Among the issues requiring mandatory mediation and/or arbitration before the dispute is filed in the appropriate court are:

1. Any recall of Directors dispute.
2. Election disputes between a Member and the Association.
3. Disputes between the Association and a Member regarding use of, or changes to, a Residential Lot or the Association Property, and other Covenant enforcement disputes.
4. Disputes regarding amendments to the Edgewater Landing Documents.
5. Disputes regarding meetings of the Board and committees appointed by the Board.
6. Disputes regarding access to the official records of the Association.
7. Disputes regarding membership meetings not including election meetings.

These statements are only summary in nature. A complete statement including costs, can be found in the Florida Statutes, Title XL, Chapter 720.311.

ARTICLE IV.

OBLIGATION TO EXPEND ASSOCIATION MONIES AND PAY NET ASSOCIATION EXPENSES

In order to fulfill the terms, provisions, covenants and conditions contained in this Declaration, and to maintain and operate the Association Property for the recreation, use, safety, welfare and benefit of the Owners, their families, guests, invitees and lessees, and to otherwise enable the Association to comply with the terms and provisions hereof, there is hereby imposed on each Lot and the improvements thereon, and the Owners, the obligation to pay Net Association Expenses as herein provided. There is also imposed upon the Association the obligation to assess and collect Assessments equal to the Net Association Expenses and to expend the monies necessary to meet the Association Expenses. "Net Association Expenses" are as defined in Article I, paragraph 14.

A. Association Expenses

Association expenses include: the Association Property Expenses and all other expenses declared to be "Association Expenses" in any Edgewater Landing Document; all costs and expenses of administering, owning and, in general, operating the Association Property, and also:

- 1. Taxes:** Any and all taxes levied or assessed at any and all times upon the Association Property by any and all taxing authorities.
- 2. Utilities:** All expenses levied by utilities providing services for the Association Property, whether supplied by a private or public firm, including all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.
- 3. Insurance:** The premiums on the policy or policies of insurance which the Association in its sole discretion determines to be appropriate, necessary, and beneficial for the protection of the Association, or preservation of the Association Property, or in the best interests of Edgewater Landing and all Owners.
- 4. Reconstruction of Buildings or Improvements:** Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Association Property damaged by any casualty not covered in whole or in part by insurance. Any deficit between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct such damage shall be a Net Association Expense, and the Board may levy a special assessment against the Lots for the funds necessary to pay such Net Association Expense at its next meeting following the deficit determination. The Association shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as reasonably possible. Should insurance proceeds be more than sufficient to repair, replace or reconstruct the damage, leaving an excess after payment for repair, replacement and reconstruction, the excess shall be held in the Capital Reserve Fund by the Association for the use of the Association.
- 5. Construction, Erection, Maintenance, Repair and Replacement:** Any and all expenses necessary to: (i) maintain and preserve the landscaped, grassed and open and natural portions

of the Association Property, including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; (ii) operate, maintain, preserve and protect the Recreation Center and Natural Areas for their recreational and/or other use; (iii) maintain, preserve and protect the Drainage Retention Areas, including the pipes, pumps, fixtures and the endwalls located thereon, for their drainage, stormwater retention and other intended usage; (iv) erect, construct, lease, keep, maintain, operate, repair, improve and replace any and all buildings, improvements, personal property, facilities, furnishings, furniture, fixtures, and equipment upon Association Property in a manner consistent with the original purpose, and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable Federal, State, County or municipal laws, statutes, ordinances, orders, rulings and regulations.

6. Administration: The costs of administration for the Association in the performance of its functions and duties under this Declaration, shall include costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses.

7. Compliance with Laws: The Association shall take such action it determines necessary or appropriate in order for the Association Property to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether Federal, State or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards; and the costs and expense of such action taken by the Association shall be Association Expenses.

8. Special Assessments: The Board may in the ordinary course of its business levy Special Assessments as Net Association Expenses on account of: (i) the failure or refusal of owners to pay assessments of Net Association Expenses; or (ii) extraordinary items of expenses under this Declaration and any Addendum, not inconsistent with the terms of any of the Edgewater Landing Documents, but such special assessments must also be approved by the affirmative vote (at any meeting having a quorum) of a majority of the then-voting membership of the Association.

9. Costs of Capital Reserve: The funds necessary to establish an adequate reserve fund (the "Capital Reserve") for depreciation, deferred maintenance, or future improvement, of Association Property in amounts determined by the Board from time to time, shall be deemed Association Expenses. The Capital Reserve shall be deposited in a separate Federally Insured account which shall be and shall remain the exclusive property of the Association, and no Owner shall have any individual interest, claim or right to such Capital Reserve fund.

10. Miscellaneous: All costs or expenses pertaining to or for the benefit of Association Property, determined to be appropriate Association Property expense by the Board, shall be Association Expenses.

ARTICLE V.

ASSESSMENTS

The Association, by and through its Board, shall levy and collect Assessments from each Lot Owner in an amount sufficient to cover all of the Net Association Expenses incurred by the Association in performance and execution of the powers and duties set forth in the Edgewater Documents.

Each owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby is deemed to covenant and agree to pay to the Association any and all Assessments (Regular or Special). No owner of a Lot may be exempted from liability for these Assessments by waiver of the use or enjoyment of the Association Property or by abandonment of the owner's Lot.

A. Purpose of Assessments

The Association Assessments levied by and through its Board shall be used exclusively to promote the recreation, health, safety, and welfare of all the residents of the Edgewater Landing subdivision, for the improvement and maintenance of the Association Property, for the common good, and for other Association expenses.

B. Determining Individual Unit Assessments :

Net Association Expenses shall be paid by the Association out of funds assessed and collected from all Owners of Lots. The Net Association Expenses shall be assessed against the Owners of each Lot by means of Individual Lot Assessments. The Individual Lot Assessment shall be based upon the annual Budget of the Association. Each year the Board shall prepare an annual Association Budget which shall reflect the estimated Association Expenses. Further, the Board shall allocate the share of Net Association Expenses to be borne equally among all Lots in the Subdivision. The sum thereby allocated to each Lot as its share of the Net Association Expenses is herein referred to as the "Individual Lot Assessment".

C. Classes of Assessments

"Assessments" shall be used as a generic term, and shall mean and refer to:

1. Regular Assessment – the annual charge (currently consisting of Quarterly Payments) against each Lot representing an equal portion of the Net Association Expenses. The schedule of collection, including "due date" shall be determined by the Board, and shall be paid at such place as the Board shall designate.

2. Special Assessment – the charge against each Lot representing an equal portion of the cost of:

- a. reconstructing any damaged or destroyed portion or portions of the Association Property;

- b. constructing or installing or maintaining or improving any capital improvements to the Association Property;
- c. taking any extraordinary action for the benefit of the Association Property or the Members, pursuant to the provisions of this declaration.

3. The Board may levy (without the vote or written assent of a majority of the designated voting power residing in Members), in any fiscal year, Special Assessments applicable only to that year to defray the costs of any action or undertaking on behalf of the Association, provided that such Assessments in the aggregate shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. If the Board desires to levy Special Assessments in any fiscal year in excess of such five percent (5%) amount, then such Special Assessments shall require the vote or written assent of a majority of the voting power residing in the Members of the Association.

4. The Board may levy an Assessment against an individual Lot, and its owners, to recover:

- a. the costs incurred by the Association to repair any damage to the Association Property for which such owner was responsible;
- b. the costs incurred by the Association to bring an Owner's Lot into compliance with the Declaration;
- c. any amount due the Association based upon disciplinary proceedings against an Owner in accordance with the Declaration;
- d. Any legal costs incurred.

D. Installments of Individual Lot Assessments

Individual Lot Assessments shall be payable in quarter-annual installments (the "Quarterly Assessment"). The Individual Lot Assessments may be adjusted (increased or decreased) from time to time but at least on a quarterly basis when the Board determines that the previous Assessment for Net Association Expenses may be insufficient or substantially more than is required to meet actual Association Expenses being incurred.

E. Scope of Liability for Individual Lot Assessments on the Part of Lot Owners

The Owners of all Lots acknowledge by acceptance of a deed of conveyance for their Lot, that they are liable, and in the case of Lots owned by more than one Owner, jointly and severally liable, for their own Individual Lot Assessment. Such Owners further recognize and covenant that they will be liable jointly with Owners of all Lots for the Net Association Expenses, if any, resulting if Owners of other Lots fail or refuse to pay their Individual Lot Assessments or

portions thereof; that they may be responsible for increased Individual Lot Assessments or Special Assessments due to such other Owners' non-payment; and that such increased Individual Lot Assessments or Special Assessments can and may be enforced by the Association in the same manner as all other assessments hereunder as provided in Article VI hereof, but only after exhaustion of collection remedies against the defaulting Owners.

F. Assessment Schedule

The Association shall assess the Lot Owners on a quarterly basis for the Lot Assessment, and the payment by a Lot Owner shall be made within thirty (30) days of each quarterly assessment.

G. Nonpayment of Assessments and Recording of Lien

If any Assessment is not paid and received by the Association within fifteen days after the due date published on the Assessment statement, an automatic late charge as established by the Board may be assessed for each month or fraction thereof from the due date until the Assessment and all late charges are paid. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against the Lot. The Assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made.

ARTICLE VI.

ESTABLISHMENT AND ENFORCEMENT OF LIENS

A. Liens

All Individual Lot Assessments, including any Special Assessments, required to be paid under the Edgewater Landing Documents, with interest thereon and costs of collection, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon the Lot against which such Assessment is made. Each Assessment against a Lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Lot assessed. Said lien shall be effective only from the time a written statement by the Association setting forth the amount due the Association is recorded in the Public Records of Volusia County, Florida. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the lien. The expense of recording such satisfaction shall be borne by the person owning the Lot against which

such lien is filed. All liens pursuant hereto shall be inferior and subordinate to the lien of a mortgage placed upon any Lot subject to an Assessment, if such mortgage was recorded prior to any lien filed by the Association. If a Mortgagee of earlier record obtains title to a Lot as a result of foreclosure of its mortgage or by deed in lieu of foreclosure, such securer of title, its successors and assigns shall not be liable to the Association for the share of any Assessment pertaining to such Lot, or chargeable to the former Owner, and the Association shall then, by its President, execute a RELEASE OF LIEN or WAIVER OF UNPAID ASSESSMENT, if requested.

B. Enforcement

If any Owner shall fail to pay assessments, or installment thereof charged to such Owner, within fifteen (15) days after the due date, then the Association, through its Board, shall, without limitation, have any of the following remedies, to the extent permitted by law:

1. to accelerate the entire amount of any Assessments against such Owner for the remainder of the fiscal year of the Association, notwithstanding any provisions for the payment in installments;
2. to advance on behalf of each Owner in default, funds to accomplish the needs of the Association, and the amount of money to be advanced, plus reasonable attorney's fees and expenses which might have been incurred, together with interest at the highest allowable legal rate, may be collected or enforced by the Association, and such advance by the Association shall not waive the default;
3. to set and charge a "late charge" on account of each unpaid Assessment;
4. to file an action to foreclose its lien at any time after the effective date thereof by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
5. to file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorney's fees without waiving any lien rights and/or right of foreclosure by the Association.

ARTICLE VII.

VOTING RIGHTS

For each Lot the Owner(s) thereof shall have one vote on all matters to come before the Association. Where a Lot is owned by more than one person or by a corporation or other entity, the vote for such Lot shall be cast by the person named in a certificate signed by all the Owners of such Lot and filed with the Secretary of the Association. Only the person named in the certificate may vote

in Association matters. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed.

The Board may call a vote on a question not covered by the governing documents. The Board will establish the voting procedure and criteria for such an event at that time.

ARTICLE VIII.

GENERAL PROVISIONS

A. Lawful Use of Subdivision Property

The Subdivision Property is subject to, and the Association and each Owner is bound to observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County of Volusia and the City of Edgewater, and no illegal purpose or use shall be permitted in Edgewater Landing.

B. Incorporation of Edgewater Landing Documents

Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of Edgewater Landing Documents, including the Declaration and Addenda, whether or not the incorporation of the terms and conditions of Edgewater Landing Documents is specifically included by reference in such deed, and acceptance by an Owner of such a deed shall be deemed to be acceptance of all of the terms and conditions of Edgewater Landing Documents.

C. Notices

Unless stated otherwise in the Edgewater Landing documents, required notices to the Members shall be deemed properly given and delivered by: being posted in a conspicuous place in the Clubhouse; mailed; hand delivered; electronically transmitted; published in the Association newsletter (The Pelican's Pouch); Edgewater Landing Web Site or posted on the closed circuit video channel.

D. Enforcement

The covenants and restrictions contained herein, or in any of the Edgewater Landing Documents, may be enforced by the Association, or after thirty (30) days notice of violation to the Association, and the Association's failure to begin enforcement proceedings within the thirty (30) day period, by any Owner or Owners, and by any Mortgagee, in any judicial proceeding seeking any remedy cognizable at law or in equity, including damages, injunction, or

any other form of relief against any person, firm or entity violating or attempting to violate any such covenant or restriction. The failure by any party to enforce any covenant or restriction shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to enforce it. The prevailing party in any such litigation shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

E. Amendment and Modification

The process of amending or modifying the Declaration is:

- 1.** The Declaration may be amended by the consent of 51% of all Owners (based upon one vote per Lot), as recorded at a regular or special meeting of the Association; provided, however, that no amendment shall be effective which shall impair or prejudice the rights or priorities of any Mortgagee of Edgewater Landing property without its specific written approval;
- 2.** Amendments for correction of scrivener's error and non-material changes (as reasonably determined by the Board) may be made by the Board, without the need or consent of the Owners, provided, however, that no amendment shall be effective which shall impair or prejudice the rights or priorities of any Owner, the Association, or of any Mortgagee, under any of the Edgewater Landing Documents without the specific written approval of the Owner, the Association or any Mortgagee affected thereby; and
- 3.** The Association shall provide a copy of any recorded amendment to the Declaration to all Owners and to all Mortgagees having requested notice.

F. Ninety (90) Year Term and Extensions

The original Declaration was recorded on October 24, 1988 in the Public Records of Volusia County, Florida and such recording commenced a period of ninety (90) years from that date, that is, until October 23, 2078, during which all terms, provisions, conditions, covenants, restrictions, burdens, and liens contained therein (but excluding easements specified as perpetual or otherwise), including, without limitation, the provisions for assessment of Net Association Expenses, were declared to run with and be binding upon all land constituting Edgewater Landing property, and to inure to the benefit of the Association, all Owners and all Titleholders and Mortgagees, and their respective legal representatives, heirs, successors, and assigns, and the recording in the Public Records of this updated Revised Declaration shall not change the proscribed period expiration on October 23, 2078, after which the provisions of the Declaration, its recorded Amendments, and this Revised Declaration shall be automatically renewed and extended for successive periods of ten (10) years each (the first extension running from October 24, 2078 to October 23, 2088), unless at least one (1) year prior to the termination

of such ninety (90) year term or any such ten (10) year extension, there is recorded in the Public Records of the County of Volusia, State of Florida, an instrument (the "termination Instrument") executed by at least two-thirds (2/3) of all the Owners (on the basis of one vote of the Owners per Lot) and by each Mortgagee holding a mortgage encumbering Edgewater Landing property agreeing to terminate the Declaration, upon which event the Declaration (but not the above referenced easement) shall be terminated upon expiration of the ninety (90) year term or the ten (10) year extension thereof during which the Termination instrument is recorded.

As an Officer of the Association of Edgewater Landing Owners, Inc., I hereby certify that this Fourth Amendment to the aforesaid Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for the Association of Edgewater Landing Owners, Inc. were Approved by not less than fifty-one percent (51%) of all members, entitled to vote and has been executed this 14th day of June, 2005.

Approved By:

Attested:

Signed

Signed

William H. Trout Jr., President
Secretary

Charlotte Starr, Recording

Dated: 6/14/05

Dated: 6/14/05

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared William H. Trout Jr., President, and Charlotte Starr, Secretary, of the Association of Edgewater Landing Owners, Inc. described in and who executed the foregoing instrument, and he/she/they acknowledged before me that he/she/they executed it in the name of an for that corporation and that he/she/they are authorized by that corporation to do so.

Witness my hand and official seal in the County and State named above this 14th day of June, 2005.

Signed
NOTARY PUBLIC

STATE OF FLORIDA AT LARGE (NOTARY STAMP/SEAL)
STAMPED

My Commission Expires: 5/25/07

Florida Notary Commission No: DD