

Proposed Changes to the EL Documents

PROPOSED AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR EDGEWATER LANDING.

Article I. DEFINITIONS

9. “Edgewater Landing Documents” The recorded Declaration, the Articles and By-Laws, with all recorded amendments, ~~and~~ Rules and Regulations, and prescriptive Policies and Procedures (e.g., Architectural Control, Boat & RV Storage and Purchasing). [FS 720.3035]
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~~ Article IV of this Declaration.
19. “~~Quarterly Individual Lot~~ Assessment” The ~~quarter-annual~~ periodic assessment billed by the Association to ~~the~~ each Lot and its Owner(s) in order for the Association to pay the Net Association-e Expenses.
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 limited to~~ a single story manufactured or modular home of no less than 1,000 square feet.
25. “Special Assessments” Any Assessment other than an ~~n-Quarterly Individual Lot~~ Assessment imposed by the Association upon a Lot and its Owner(s) without affecting the Budget and Individual Lot Assessment.

Article II. DEVELOPMENT OF EDGEWATER LANDING

Section B, Subdivision Property; Uses; Property rights

1. e. to impose such fines as may be appropriate in accordance with applicable Florida Statutes. [FS 720.305 (2)]

~~(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.~~

(1) The Association may levy reasonable fines against any member or any member’s tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association unless otherwise provided in the governing documents. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing. The dollar value of fines are limited per applicable law.

Proposed Changes to the EL Documents

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, and guests, except for boat and RV storage, and invitees; provided, however, an Owner and a tenant may not have such privileges concurrently unless the Owner lives in a separate Lot in the community. [FS 720.305].

5. ~~Cable Television~~ TV/Internet and other Information Services

If the Association is able to negotiate and arrange for bulk ~~TV-cable~~ information services, the Association may provide such Basic Cable television services 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.

Article III. LAND USE, COVENANTS, RESTRICTIONS AND EASEMENTS

Section A, Land Use Covenants and Restrictions

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 single family 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.~~

2. Association Property:

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

3. Administration of Association Property by the Association:

b. The Association property and 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.

Notwithstanding the foregoing, the Association's Board of Directors is empowered to grant and vacate easements to and over the Association Property as the Board of Directors from time to time deems necessary. [FS 617.0302]

Article III. LAND USE COVENANTS, RESTRICTIONS AND EASEMENTS.

Section B. Restrictions on Use of the Subdivision Property

12. Uniform Fixtures, Etc.:

d. No ~~commercial or political~~ signs, displays or flags that are commercial or political in nature ~~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.

Proposed Changes to the EL Documents

14. Parking: (This Section will be reformatted as follows.)

a. Commercial Vehicles: No commercial vehicle, trailer or equipment shall park or be parked at any time on a Lot or in a platted right-of-way unless it is in the process of being loaded or unloaded, or is supporting work in progress on the Lot, and only for such period of time as is reasonably necessary to accomplish such purposes. A commercial vehicle shall include any vehicle having a sign affixed thereto, painted or exhibited thereon, unless such signage may be and is covered, or any vehicle rated by the I.C.C. as greater than one ton. Law enforcement and emergency vehicles are not commercial vehicles for the purposes of this paragraph.

b. Personal Vehicles: Vehicles, including cars, trucks, golf carts motor homes, travel trailers, boats and any other vehicles used for recreational purposes ~~boats and trailers~~, may only be parked on a lot in areas specifically designed for such purpose. ~~Recreational vehicles,~~ However, boats, and motor homes, travel trailers and other recreational vehicles may be parked on a Lot for a period not to exceed 48 hours within a given week for the purposes of loading, unloading and cleaning. A vehicle currently unlicensed or not operational shall not be permitted on any Lot. No maintenance or repair of any boat or other vehicle shall be permitted on any Lot. Parking limitations shall not apply to vehicles in a garage.

16. Casualty Destruction to Improvements: In the event the Residence or other improvement upon a Lot is damaged or destroyed, then, within ninety (90) days or as soon as practical, the Owner shall either ~~commence to rebuild or repair the damaged Residence 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~~ submit plans and specifications to rebuild or repair the damaged Residence or improvement to the ACC for approval, or determine that the damage will not be rebuilt or repaired. The Owner shall work diligently to complete the rebuilding or repair in accordance with the ACC approved plans and specifications in a reasonable time frame as determined by the Board. The Owner shall promptly clear the damaged Residence or improvements, if the Residence will not be rebuilt or repaired, and grass over and landscape the Lot in a sightly manner.

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

Proposed Changes to the EL Documents

to expend the monies necessary to meet the Association Expenses. "Net Association Expenses" are as defined in Article I, paragraph 15-14.

Section A. Association Expenses

8. Special Expenses Assessments: The Board may in the ordinary course of its business include levy Special Expenses 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, and (iii) special assessments against a limited number of Owners as hereinafter described ~~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.~~ [FS 720.308 (1)]

Article V, ASSESSMENTS

Section B. Determining Individual Lot Unit Assessments:

Section C, Classes of Assessments

Paragraphs 1, 2 and 3 of this section are deleted and replaced with the following.

"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. This assessment shall include, unless levied as a Special Assessment, the charge against each Lot representing an equal portion of the cost of: [(FS 617.0830) & (FS 720.316)]
 - 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;
2. **Special Assessments:** The Board may levy, in any fiscal year, Special Assessments not incorporated into the Budget and Individual Lot Assessment, 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 \$500 per Lot.

Proposed Changes to the EL Documents

3. Individual Lot Assessments: 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 periodic ~~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.

Article VI, ESTABLISHMENT AND ENFORCEMENT OF LIENS

Section 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. For the purposes of this paragraph, the term "entity" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. 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~~ relate back to the date of original recording of this Declaration. 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 except as provided in Florida Statute 720.3085 (1) & (2) (c).

Proposed Changes to the EL Documents

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, or by the individual(s) with documented authority for the Lot (e.g., Executor, Power of Attorney), 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.

Article VIII, GENERAL PROVISIONS.

Section 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 alternative dispute resolution, trial, bankruptcy, and appellate levels. The entitlement to fees shall include attorneys' fees and costs as to the entitlement to indemnification and attorneys fees, as well as quantifying the amount of said fees. [FS 720.305]

E. Amendment and Modification

1. The Declaration may be amended by the ~~consent~~ affirmative vote 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;

Proposed Changes to the EL Documents

PROPOSED AMENDMENTS TO THE BY-LAWS OF THE ASSOCIATION OF EDGEWATER LANDING OWNERS, INC.

Article III. MEMBERS

Section B. Voting Rights

(This Section will be deleted in its entirety and replaced with the following.)

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, or by the individual(s) with documented authority for the Lot (e.g., Executor, Power of Attorney), 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.

Article IV. OFFICERS

Section D. Vacancies

A vacancy in any office may be filled by appointment by a majority vote of the Board. The ~~officer~~ person appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section F. Duties

5. The Treasurer, in conjunction with a Management Company if contracted, shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of account; cause an annual audit, or financial review as determined by vote of the membership, of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and provide a notice of availability of such statement to the Members. [FS 720.303 (7) (d)]

6. No member, director or officer shall have any apparent or actual authority to act on behalf of the Association except as expressly authorized by the Declaration, Articles, By-Laws or by an express act of the Association. [FS 720.303 (1)]

Proposed Changes to the EL Documents

Article V. MEETINGS

B. Meetings of the Board

6. Open Meetings

Meetings of the Board of Directors, except meetings between the board or a committee and the association's attorney to discuss proposed or pending litigation or meetings of the board held for the purpose of discussing personnel matters, shall be open to all Owners and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments. [FS 720.303 (2) (a)]

C. Order of Business

The order of Business shall be as set forth in the agenda for the meeting. The following should be considered in preparing the agenda.

1. Roll Call of Directors
2. Proof of notice of meeting
3. Approval of minutes of previous meeting
4. Officer reports
5. Committee reports
6. Old business
7. New Business
8. Membership participation
9. Adjournment

Article VI, BOARD OF DIRECTORS

A. Nomination

Nomination for election to the Board of Directors shall be by a Nominating Committee. Nominations may also be made from the floor at the ~~September~~ October Board meeting after which all nominations will be closed. [FS 720.306 (9)]

D. Removal by Recall

This section shall be deleted in its entirety and replaced with the following:

Director may be removed by recall using the procedure described in Florida Statute Chapter 720.303 (10).

Proposed Changes to the EL Documents

E. Vacancies

2. If vacancies occur as a result of a recall ~~and a majority of the directors are removed, the vacancies shall be filled by members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by members at the meeting. If the recall occurred by agreement in writing or by written ballot, members may vote for replacement directors in the same instrument~~ pursuant to applicable law. [FS 720.303 (10) (e)]

G. Powers

The Board shall have all powers as ascribed in the applicable Florida Statutes, including the power to:

3. Declare the office of a member of the Board to be vacant in the event such Board member shall be absent, without cause and notification, from three (3) consecutive regular meetings of the Board;

H. Duties

It shall be the duty of the Board:

5. To make available to each Member ~~an audited~~ a financial statement ~~no later than one hundred (100) days~~ after the close of the fiscal year as provided by applicable law. [FS 720.303 (5)]

Article VII, COMMITTEES

A. Committee Chairpersons

All standing committee chairpersons shall be appointed by the President ~~following the December meeting~~. A current list of the chairpersons shall be conspicuously posted in the Clubhouse. The chairperson of each committee shall then select the members. The President is an ex-officio member of each committee, except for the Nominating and Tabulating Committees. The President and/or Board of Directors shall have the power from time to time to replace committee chairpersons.

C. Standing Committees

2. Architectural Control Committee

This committee shall assist in the enforcement of restrictions/codes listed in the Declaration. It shall receive for approval requests for new home construction, changes, additions and/or improvements to the external structures of each Unit and Lot. The meetings of this committee are required to be open to all members, with agenda posted and minutes kept in the same manner as required for Board meetings. The chairperson shall report monthly to the Board. [FS 720.303 (2) (a)]

Proposed Changes to the EL Documents

4. Education Committee

This committee shall coordinate classes/activities for interested residents. Particular attention shall be given to intellectual, cultural and recreational activities for elder adults age 55 and over. The chairperson shall maintain a working relationship with such institutions of higher learning to schedule courses which will be directed to maintaining the Association's "Elder Adult Status" per the requirements of the Fair Housing Act (Housing For Older Persons Act Of 1995, as updated). The chairperson shall report ~~monthly~~ as needed to the Board.

9. Kitchen/~~Breakfast~~ Committee,

This committee shall ~~provide a quarterly breakfast for interested residents. Profits there from shall be used to~~ purchase supplies and equipment for the clubhouse kitchen. The chairperson shall report ~~quarterly~~ as needed to the Board.

10. Lease Review Committee

This committee shall monitor and approve leases of residences as outlined in the Declaration as amended and the Lease Review Procedure. Particular care must be given to ensure that the age of each potential lessee does not affect the Association's ability to maintain its "Elder Adult Status". The chairperson shall report ~~monthly~~ as needed to the Board.

11. Legal Committee

This Committee shall have the overall responsibility to review and/or draft all documents governing and supporting the operations of the Association and to provide guidance or recommendations to the Board. The chairperson shall report ~~monthly~~ as needed to the Board.

14. Welcome Committee

This committee chairperson and members shall greet all new residents and deliver resident identification tags. They will briefly explain the rules and regulations and ascertain that each new resident has a copy of all necessary Edgewater Landing documents. The chairperson ~~shall introduce new members at each monthly meeting~~ will inform the Human Resources Committee of all new members and will use the Pelican's Pouch to identify new residents to the membership.

Article IX, PARLIMENTARY AUTHORITY

The rules contained in an edition of Robert's Rules of Order identified by the Board, or such other parliamentary authority as adopted by the Board of Directors from time to time, shall govern the Association in all cases to which they are applicable.

Proposed Changes to the EL Documents

Article X, FISCAL MANAGEMENT

A. Accounting Methods

The Association shall use ~~the accrual basis method of accounting~~ generally accepted accounting principles for common interest realty associations and shall maintain accounting records for the Association and separate accounting records for each Lot in accordance with generally accepted accounting practices. The accounting records shall be open to inspection by Members and Mortgagees or their respective authorized representatives at reasonable times. ~~Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.~~ Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include but not be limited to those items as required by law. [FS 720.303 (4)]

~~1. Accurate and detailed records of all receipts and expenditures.~~

~~2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account and the balance due.~~

~~3. All audits, reviews, accounting statements, and financial reports of the Association.~~

~~4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.~~

D. Assessments

As more fully provided herein, each Member is obligated to pay to the Association annual and special assessments. The annual Assessment shall be paid in ~~quarterly~~ periodic installments.

F. Audit

A report of the audited or reviewed accounts of the Association shall be made annually pursuant to applicable law. [FS 720.303 (7) (d)] ~~by an auditor, accountant or Certified Public Accountant and a copy of the report shall be posted in a prominent place within the Clubhouse at the earliest possible date. The report shall be deemed to be furnished to the Member or Owner upon its posting. Upon written request therefore, the holder, insurer or guarantor of a first mortgage upon any property in Edgewater Landing shall be entitled to receive, for a reasonable fee to be set by the Board, audited financial statements of the Association for the prior fiscal year.~~

Proposed Changes to the EL Documents

Article XI, AMENDMENTS

1. These By-Laws may be altered, amended or rescinded by ~~a~~ the affirmative vote of fifty-one percent (51%) of all of the Members entitled to vote. Voting procedure used for amendments to Edgewater Landing Documents will be A Vote by Mail. Any proposal to alter, amend or rescind these By-Laws shall be submitted to the Members for consideration at least thirty (30) days prior to the date set for the meeting to announce the results.

2. Amendments for correction of a 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 By-Laws to all Owners and to all Mortgagees having requested notice.

Article XIII, INDEMNIFICATION/INSURANCE/BONDS

A. Indemnification

Except for actions by the Association against a director or officer for a breach of fiduciary duty, ~~E~~ every Director and Officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon the party in connection with any proceeding to which the Director, Officer, or Member may be a party or in which they may be involved by reason of the party being or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred. In the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of corporate duties, the indemnification shall apply only when the Board approves the settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person is entitled. 'Members of the Association serving the Association at its request' does NOT include club officers.