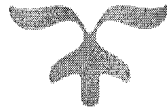


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# **Edgewater Village Owners Association**

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**The Amendment and Restated Declaration of Covenants and  
Restrictions of Edgewater Village and The Amended and  
Restated By-Laws**



**SEPTEMBER 21, 2021  
THE INSTRUMENT WAS PREPARED BY:  
Kaye Bender Rembaum, PL**

THIS INSTRUMENT WAS PREPARED BY:  
KAYE BENDER REMBAUM, P.L.  
KERSTIN HENZE, ESQUIRE  
1200 PARK CENTRAL BOULEVARD SOUTH  
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF RECORDING**  
**THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF EDGEWATER VILLAGE AND THE AMENDED AND RESTATED BY-LAWS OF**  
**EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Covenants and Restrictions, which replaces the original Declaration of Covenants and Restrictions as recorded in Official Records Book 9178 at Page 908 of the Public Records of Broward County, Florida, and the attached Amended and Restated By-Laws of Edgewater Village Owners Association, Inc., which replaces the original By-Laws recorded in the Official Records of Broward County, Florida under Instrument #116776861, were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 30 day of August, 2021, at Broward County, Florida.

WITNESS 1:

[Signature]  
(Sign)  
\_\_\_\_\_  
(Print)

WITNESS 2:

Andonis Abreu  
(Sign)  
Andonis Abreu  
(Print)

Edgewater Village Owners Association, Inc.

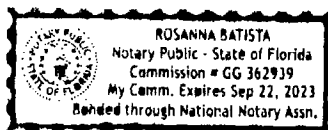
By: Barbara V. De Marco  
Barbara DeMarco, President  
Print: Barbara V. De Marco  
Attest: FCO. RAMIREZ  
Javier Ramirez, Secretary  
Print: Francisco J. Ramirez

STATE OF FLORIDA :  
: ss  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30 day of August, 2021, by Barbara DeMarco as President and Javier Ramirez as Secretary for Edgewater Village Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced as identification and did take an oath.

My Commission Expires:

BY: [Signature]  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE  
Rosanna Batista  
Printed Name of Notary Public



AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS OF EDGEWATER VILLAGE

This Declaration made ~~this~~ on 25<sup>th</sup> day of August, by HOMELAND, N.V., a Netherlands Antilles corporation authorized to do business in Florida as Waterside Land Developers, Inc. (hereinafter referred to as "Developer") has been amended and restated.

WITNESSETH:

WHEREAS, Developer ~~is~~ was the owner of the real property described in Article II hereof and ~~desires to created~~ thereon a residential community with recreational areas, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer ~~desiresd~~ desires to provide for the preservation and maintenance of the community and to restrict the uses of the real property by subjecting it to certain covenants, restrictions, easements and liens, all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Developer ~~decmesd~~ deems it necessary to create an entity with the powers of maintaining and administering these covenants and restrictions, and for such purpose Developer has incorporated a non-profit Florida corporation known as "Edgewater Village Owners' Association, Inc."

NOW, THEREFORE, Developer, its successors and assigns, hereby declares that the real property described in Article II hereof and each and every Lot and parcel thereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, limitations, reservations, conditions, agreements, easements and liens hereinafter set forth in this Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration"), to wit:

ARTICLE I  
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings: All other words not specifically defined in this Declaration shall have the same meaning as those set forth in Chapter 720, Florida Statutes, as amended from time to time.

A. "Association" shall mean Edgewater Village Owners' Association, Inc., a non-profit Florida corporation. This is the Declaration to which the Certificate of Incorporation (the "Certificate") and By-Laws (the "By-Laws") of the Association make reference.

B. The "Property" and "Edgewater Village" shall mean the property described in Article II hereof.

C. "Platted Lot" shall mean a Platted Lot pursuant to the plat of Waterside (not including Tract A of Block 4 thereof) recorded in Plat Book 101, page 22 of the Public Records of Broward County, Florida.

D. "Recreational Area" shall mean Tract A of Block 4 of the plat of Waterside, inclusive of all improvements constructed or to be constructed thereon.

E. "Lot" shall mean a Platted Lot or a portion of a Platted Lot upon which a Unit (as hereinafter defined) is situate, the exact boundaries of which shall be set forth in the instrument conveying the Unit from Developer to an Owner (as hereinafter defined).

F. "Unit" shall mean a dwelling Unit, situate in a building or a portion of a building constructed upon a Platted Lot, which dwelling Unit is designed and intended for use and occupancy as a residence by a single family. Each Lot (as hereinbefore defined) may contain not more than one (1) Unit. Each Platted Lot (as hereinbefore defined) may contain more than one (1) Unit but not more than two (2) Units.

G. "Owner" and "Member" shall mean a record owner, whether one or more persons, a trust, or entities, of fee simple title to any Lot, as hereinafter permitted.

H. "Board" shall mean the Board of Directors of the Association.

I. "Landscaped Sign Areas" shall mean those areas in Platted Lot 1, Block 3 and Platted Lot 12, Block 2 lying no more than thirty-two (32) feet from the south line of said Platted Lots and lying no more than twelve (12) feet from the right of way of NW 79th Avenue, upon which signs and landscaping will have been constructed by Developer and are maintained by the Association.

J. "Developer" shall mean and refer to Homeland, N.V., a Netherlands Antilles corporation and its successors or assigns.

K. "Institutional Mortgagee" shall mean a bank, savings and loan association, Massachusetts Business Trust, real estate investment trust, insurance company, pension and profit sharing fund, credit union, savings bank or union pension fund.

L. Governing Law. This Declaration, all exhibits thereto, and the Property shall be subject to and construed in accordance with Chapter 720, Florida Statutes, as it may be amended from time to time (hereinafter referred to as "Chapter 720, F.S.").

M. "Declaration" shall mean this Declaration, as it may be amended from time to time.

N. "Certificate" shall mean the Certificate of Incorporation of the Association, as it may be amended from time to time.

O. "By-Laws" shall mean the By-Laws of the Association, as they may be amended from time to time.

P. "Governing Documents" shall mean this Declaration, the Certificate, and the By-Laws, as they may be amended from time to time.

Q. "Rules" shall mean the rules and regulations of the Association, as they may be amended from time to time.

R. "Assessments" shall mean those payments due pursuant to Article VI hereunder, whether General Assessments, Special Assessments, Individual Special Assessments (as hereinafter defined in Article VI), or a combination thereof.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this Declaration (the "Property") is located in the City of Tamarac, Broward County, Florida, and is legally described as:

All of the real property constituting WATERSIDE, according to the plat thereof recorded in Plat Book 101, page 22 of the Public Records of Broward County, Florida, including all easements, reservations and restrictions shown on the said plat and less public rights-of-way as shown on said plat.

ARTICLE III  
PLAN OF DEVELOPMENT

The Zoning and the Plat permit a maximum of One Hundred and Thirty-Eight (138) Units with a maximum of two (2) contiguous Units on each Platted Lot. Some Platted Lots may contain only one (1) Unit, but no Platted Lot will contain more than two (2) Units. It is contemplated that under the Development Plan Owners will be conveyed a Lot as hereinabove described which will include a Unit and a portion (or all) of a Platted Lot, and that on Platted Lots upon which two (2) Units are constructed, there will be a party wall between the Units.

The Developer, Homeland, N.V. ("Homeland") ~~presently~~ intends to construct or caused to be constructed all Units itself, but hereby reserves the right to convey Platted Lots to other developers ~~who may to~~ construct Units and ~~shall have and who had~~ the same rights as Homeland hereunder. Notwithstanding any such conveyances, the right to appoint all Directors of the Board shall be retained by Homeland, and Homeland may restrict other developers' rights by subjecting the conveyance or assignment to such other developers to additional restrictions, which additional restrictions shall be subject to the prior written approval of any Institutional Mortgagees holding first mortgages encumbering such Platted Lots.

On the Recreational Area, Developer ~~intends to~~ has constructed certain recreational facilities as well as a paved parking area and landscaping and green areas. A sewer lift-station and other mechanical equipment and utilities shall also be located on the Recreational Area, as well as a sprinkler system and other machinery and equipment in connection with the maintenance of the Recreational Area and the Property. The Association shall have the right to construct additional recreational facilities on the Recreational Area at such time as there are no longer any Class B Member of the Association as defined in Article V hereof.

ARTICLE IV  
RESTRICTIONS ON USE OF THE PROPERTY

A. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. The determination as to whether any activity or conduct constitutes a nuisance shall be made by the Board, whose determination shall be final. No clotheslines or other clothes drying facilities shall be permitted outside a Unit.

B. Parking and Vehicle Restrictions. Other than driveways as originally constructed,

no gravelled, blacktopped or paved parking strips or driveways shall be permitted ~~except as previously unless first~~ approved in writing by the Board. ~~Without the prior written approval of the Board, no exterior radio, television, or other electronic antenna or aerial may be erected or maintained on the Property. Parking anywhere within the Property, including on Lots, is restricted only to vehicles not otherwise expressly prohibited hereunder. Without the prior written approval of the Board, no~~ No boats, trailers of any kind, including, without limitation, boat trailers, house trailers, motor homes, campers, vans (except for mini-vans), motorcycles, motorscooters, go-carts, motor/electric bikes, all-terrain vehicles (ATV) of any kind, as determined by the Board in its sole discretion (except two-wheeled motorcycles), or food trucks ~~or other vehicles~~, except for four wheel passenger automobiles not otherwise expressly prohibited herein, shall be placed, parked, kept or stored anywhere within the Property, including on Lots, at any time where they can be viewed from the streets and/or adjacent Lots. No mechanical maintenance and/or repairs of boats or vehicles (including automobiles), except in an emergency, shall be done anywhere on the Property, including on Lots, except inside an enclosed garage and totally isolated concealed from public view. The determination as to whether any maintenance and/or repairs are considered emergency maintenance/repairs shall be made by the Board, whose determination shall be final. ~~The overnight parking or storage of trucks or commercial vehicles is prohibited unless prior written approval of the Board is obtained. Further, no commercial vehicles of any kind or trucks (except as provided in Sub-Section 1 herein), may be parked, kept, placed or stored anywhere within the Property, including on Lots, overnight, unless inside an enclosed garage and completely concealed from public view. For purposes of this restriction, a "commercial vehicle" shall mean any vehicle containing outside lettering on any such vehicle designating a business of any kind and/or has visible tools of a trade or business anywhere in or on a vehicle. It shall also include any vehicle set forth in the City of Tamarac Code of Ordinance, as it may be amended from time to time. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The foregoing prohibition of parking shall not apply to the temporary parking of commercial vehicles for pick-up, delivery and other commercial services rendered to and on behalf of the residents of the Property, or to a builder or its agent during construction or improvement of a Lot/Unit. The parking or storage of permitted motor vehicles except upon paved areas, is prohibited.~~

1. Trucks. Certain small, compact, non-commercial pick-up trucks built to manufacturers specifications may park within the Property, including the Lots, overnight provided they meet the following criteria:

(a) Standard size ½ and ¾ ton pickup trucks, with 2 or 4 doors, which are for personal use only.

(b) Suspension components and tires may not be altered to be higher than the original manufactures specifications and in no event may exceed 85 inches in height. It will be the Owners' responsibility to provide to the Association, upon request, original manufacturers' specifications. If the Owner cannot provide these specifications, the Board, at its sole option, may declare the truck to be prohibited.

(c) The vehicle must have four wheels only. No dual wheels are permitted.

(d) The vehicle may not have a flat bed or stake body, nor shall it have a wooden or a hand-made body.

(e) Tonneau covers are allowed, provided they are of commercial

manufacture and properly fitted. No items of any kind shall be left exposed in any permitted truck. No tarpaulin of any kind shall be used to cover the body or contents of a truck while parked within the Property.

(f) Permanently mounted storage chests are allowed, provided they are of commercial manufacture and do not exceed bed width.

(g) Toppers are allowed provided they are of commercial manufacture, do not exceed the maximum height and width limits provided herein and do not place the truck in the recreation vehicle, camper or motor home category.

2. The Board may adopt rules and regulations from time to time, including, without limitation, regarding additional vehicle and parking restrictions. In the event there is a dispute as to the classification of any vehicle, the Board shall make the determination as to whether any vehicle violates these restrictions, whose determination shall be final. Any vehicle parked in violation of these vehicle restrictions and/or the rules and regulations relative vehicle/parking may be removed by the Association at the vehicle owner's sole expense, including, without limitations, through towing.

C. All garbage, trash, refuse and rubbish shall be deposited in closed containers, and such containers shall be underground or placed in a screened area not visible from the streets or adjoining Lots except during the four hours within a reasonable time frame before and after regular trash pick-up, as the Board may determine from time to time.

D. Except in the area within five (5) feet of the outside walls of a Unit, no sod, topsoil, trees, shrubbery or other plant material shall be removed from or added to a Lot, nor shall any change be made in the condition of the soil or the elevation thereof without prior written consent of the Board, as further provided hereunder. No hard surfaces may be added to a Lot without prior written consent of the Board.

E. No Owner may take any action which would result in an increase in the cost of any insurance policy covering any portion of the Property.

F. No awnings, canopies or shutters, including hurricane or storm shutters, shall be permanently attached or affixed to any Unit without the prior written approval of the Board, as further provided hereunder.

G. Pets. No more than four (4) household domestic pets may be kept within a Lot. No animals, other than common, traditional house pets such as For purposes of this Section, a "household domestic pet" shall include only dogs, cats, fish and caged birds, shall be kept by any Owner or guests, invitees, or lessees. Notwithstanding anything to the contrary set forth herein, no household domestic pet, including, but not limited to, dogs, that demonstrate dangerous propensities, as determined by the Board, shall be permitted within the Property, including in any Lot or on the common areas. Such dogs include, but are not limited to, "Pit Bull", Doberman, German Shepard, and Rottweiler dogs, which are strictly prohibited, and shall not be raised, bred, kept in or visit any Lot or any portion of the Property. The term "Pit Bull" as used herein shall refer to any dog which exhibits those distinguishing characteristics, which: (A) substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers, and American Bull Dogs; or, (B) substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers. The aforementioned restrictions are not intended to apply to assistance/emotional

support animals and any request for a reasonable accommodation to the pet restrictions shall be addressed as required by the Federal and Florida Fair Housing Acts. Any pet maintained on the Property shall be on a leash or otherwise restrained when outside a Unit, and shall not become a nuisance to other Owners. The keeping of any pets and/or animals shall also be subject to such rules and regulations as may be promulgated from time to time by the Board. No duck feeding is permitted, and no animals shall be kept or maintained for commercial purposes. No pets shall become an unreasonable nuisance or annoyance to other Owners, and any Owner who keeps a pet hereby agrees to indemnify the Association and hold it harmless against any loss or liability arising from the keeping of such pet animal. Notwithstanding the foregoing, no pet will be permitted to remain on the Property if the Board determines that it makes objectionable noises, poses a threat to persons or property or is determined to be a nuisance, dangerous or an inconvenience to other residents in the Property, whose determination shall be final.

H. All Lots and Units are for residential purposes only, and no business or commercial use activity shall take place on any Lot except for the construction, development and sale or rental of the Property or portions thereof by the Developer be conducted upon any Lot; provided, however, the following activities shall not be considered "business or commercial activity": a) conduct that is not apparent nor detectable by sight, sound or smell from outside the Lot; b) conduct that does not involve trade/commercial vehicles being parked in a visible location on the Property; c) conduct that conforms to all zoning requirements for the Property and applicable City ordinances; d) conduct that does not involve high volume traffic to and from the Lot by persons who do not reside on the Property for what appears to the Board to be business related purposes, as determined by the Board in its sole discretion, nor door-to-door solicitations of the residents; and/or, e) conduct that is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents within the Property. Whether any particular conduct or activity violates or complies with any of the foregoing requirements set forth in this Section shall be determined by the Board, whose determination shall be final. This provision shall not apply to Association-owned Lots, regardless how title to the Lot was acquired. This restriction shall not be deemed to prohibit the Association's use of any Lot or building for its purposes or for recreational purposes.

I. The size and design of all mailboxes, mailbox standards and house numbers shall be selected and approved by the Board in order to display continuity and conformity throughout the Property. No signs of any kind shall be displayed on the Property without the prior written approval of the Board.

J. Leases. ~~No lease shall be for a period of less than six (6) months~~ No Lot may be leased more than two (2) times in any twelve (12) month period or for a term other than twelve (12) months, and all leases shall incorporate this Declaration by reference. The Board shall have the authority to grant a hardship exception to permit an Owner to lease his/her Lot up to two (2) times in a twelve (12) month period. Only the entire Lot may be leased at any time. Subleasing and leases of rooms within the Unit or any portion of the Lot other than the entire Unit/Lot are prohibited. In no event may an Owner list his/her/their Lot on, or lease his/her/their Lot through any website (including, without limitation, AirBnB, VRBO, or HomeAway), print, or online publication advertising the Owner's Lot for less than the permitted term or as a "hotel-like" rental. The Board shall make the determination as to whether any such use constitutes "hotel-like" for the purpose of this limitation, which determination shall be final. All leases shall be subject to the prior written approval of the Board as further provided in Section R hereunder. The renewal of any lease of a Lot, including the renewal of leases in existence at the time of the effective date of this amendment, shall be considered



a new lease subject to the terms provided hereunder.

1. Moratorium on Leasing. No Lot shall be leased during the first twenty-four (24) months following the acquisition of title. In the event title to the Lot is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term, provided the Lot is continuously occupied by the same approved tenant(s). Upon the termination of that lease, the Lot shall not be leased for the next twenty-four (24) month period. This Section shall not apply to any Lot owned by the Association, regardless of how title in the Lot was acquired. It shall also not apply to any Lot acquired by devise or inheritance or in the event the Owner undertakes a work-related transfer, including, without limitation, due to any military commitment. In those instances, the Owner may lease the Lot within the moratorium period without being in violation of this restriction.

2. Maximum Number of Leased Lots: Notwithstanding anything to the contrary set forth herein, and except as expressly provided in this paragraph, not more than ten (10%) percent out of the total number of Lots not owned by the Association may be leased at any one time. If a proposed lease would result in the total number of Lots leased exceeding the maximum permissible number, the Association may disapprove the proposed lease without any further obligation to the Owner. The Board may promulgate rules and regulations from time to time to undertake, but not be limited to, a method of prioritizing lease applications. In absence of such rules, leasing may be approved on a "first come, first serve" basis. The determination of the Board relative to the priority and/or availability to lease shall be final.

This provision shall not apply to any Lot owned by the Association, regardless of how the Lot was acquired. It shall also not apply to any Lot acquired by devise or inheritance or in the event the Owner undertakes a work-related transfer, including, without limitation, due to any military commitment. Lots owned and leased by the Association, as well as Lots that qualify under the foregoing exceptions shall not be included in the tabulation of the total Lots being leased and may be leased for the duration of the Owner(s)' ownership of the Lot without being in violation hereunder.

3. All leases shall be in writing, which may be on a form required by the Board from time to time, and shall provide or, in the absence of such language, shall be deemed to provide that the Association shall have the right and the authority to act as agent of the Owner to terminate the lease and evict the lessee upon default by such lessee in observing any of the provision of the Governing Documents, Rules, and/or other applicable provisions of any agreement, document, instrument or Florida Statutes, as they may be amended from time to time, governing the Unit/Lot, the Property, the common areas or Association property. The costs associated with any action to evict the lessee, including attorney's fees, shall be the personal obligation of the lessor/Owner and shall be an Individual Special Assessment against the Owner and his or her Lot.

4. Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with their lessees to the Association for any amount which is required by the Association to complete such repairs or to pay any claim for injury or damage to any portion of the Property to be maintained by the Association, including, without limitation, the common areas or Association property caused by the negligence or intentional misconduct of the lessee or the lessee's family members, guests or invitees, or for the acts and omissions of the lessee, or the lessee's family members, guests or invitees which constitute a violation of, or non-compliance with, the provisions of the Governing Documents and/or Rules. Any such costs or expenses, including, but not limited to, attorneys' fees incurred by the Association, shall be an Individual Special Assessment against the

Owner and his or her Lot.

K. After a Unit has been completed and a Lot has been conveyed, no fences or walls shall be placed on the Lot without the prior written consent of the Board, as further provided hereunder.

L. No structural changes, exterior color changes, or alterations shall be made except upon the written approval of the Board, as further provided hereunder. The Board shall have the right to reject any changes or alterations based solely upon aesthetic reasons. All such changes, repairs and alterations must comply with the laws of the City of Tamarac and all other applicable governmental authorities.

M. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, the Unit must be replaced with a Unit of similar size and type and substantially in accordance with the plans and specifications of the Unit as originally constructed. The plans and specifications for the replaced Unit or portion thereof must be approved in writing by the Board prior to the commencement of any construction or repair.

N. DEVELOPER'S RIGHTS. Notwithstanding anything to the contrary herein contained, Developer may construct and maintain models and a sales office or offices together with a sign or signs on Lots or the Recreational Area until such time as Units have been built on all Lots. The sales office may, in the Developer's discretion, be located in the Recreational Area.

Developer reserves the right to carry on construction, development and sales activities, to place equipment, machinery, supplies and signs on any part of the Property owned by Developer or by the Association, to park vehicles of prospective purchasers, lessees, employees and personnel of Developer in parking spaces temporarily located on the Property, and to exercise easement rights and all other rights granted the Developer hereunder.

Violations hereof shall give the Developer, its successors and assigns, and/or the Association, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists and summarily to abate and remove, at the expense of the Owner, any construction or other violation that may be or exist thereon contrary to the intent and provisions hereof. The Developer, its successors and assigns, and/or the Association, shall not thereby become liable in any manner for trespass, abatement or removal.

O. As of the effective date of this amendment, no corporation, partnership, limited partnership, limited liability company, limited liability partnership, trusts or any other entity may own title to or any ownership interest in a Lot within the Property regardless of how title or ownership interest is acquired, the intent herein being that only natural persons may own an interest in a Lot. This provision shall not apply to the Association or an institutional mortgagee holding a mortgage on a Lot that obtains title to the Lot pursuant to its foreclosure or deed in lieu of foreclosure of its own mortgage, or a trust for estate planning purposes, so long as a copy the fully executed trust documents are delivered to the Association in advance, and the trustee of the trust and all adult occupants of the Lot have been approved in writing in advance by the Board in the manner provided hereunder. This provision shall also not apply to any Lot or ownership interest owned by a corporation, partnership, limited partnership, limited liability company, limited liability partnership or any other entity holding title to or ownership interest in a Lot prior to the effective date of this amendment to the Declaration. However, upon the transfer of title of or any ownership interest in such Lot after the effective date of this Declaration, this provision shall then apply to all subsequent Owners and no corporation,

partnership, limited partnership, limited liability company, limited liability partnership or any other entity shall be permitted to take title to or own any ownership interest in a Lot as set forth herein.

P. Ownership of Lots. Notwithstanding anything to the contrary contained herein, as of the effective date of this amendment, no individual shall acquire title, and/or hold any ownership interest, directly or indirectly, to more than two (2) Lots at any one time. Any Owner who already owns and/or has an ownership interest in more than two (2) Lots as of the effective date of this amendment shall be permitted to continue owning and/or having an ownership interest in such Lots, but may not acquire any additional ownership interests, directly or indirectly. Any such Owner must register the ownership in multiple Lots with the Association within the time period established by the Board subsequent to the effective date of this amendment. Any Lot not so registered shall be in violation of this limitation notwithstanding the actual date of acquisition of title. Further, upon the sale or conveyance of a Lot or interest in a Lot by an Owner who owns and/or has an ownership interest in more than two (2) Lots as of the effective date of this amendment, such Owner may not acquire title and/or ownership interest to any additional Lots, directly or indirectly, except as otherwise provided herein, so long as that Owner retains ownership in two (2) Lots. For purposes of this Section, a husband and wife/domestic partners are considered one Owner and ownership of a Lot or any interest in a Lot by one is the indirect ownership by the other. This Section shall not apply to Lots owned by the Association, regardless of how the Lots were acquired.

Q. Satellite Dishes. No satellite dish or receiving antennas shall be affixed, erected, placed or maintained anywhere on the common areas without the prior written approval from the Board. Owners may install a satellite dish not exceeding one meter (39.37") in diameter upon their Lots and/or exterior of their Units only in accordance with the following requirements, and such additional rules and regulations as the Board may from time to time adopt, including, without limitation, relative to the location of such satellite dishes. To ensure the safety of Owners, all installations must be undertaken by a licensed installer and in such a manner so as to comply with all applicable county and municipal codes at the time of installation. All such dishes must be securely fastened so as to prevent lift or detachment from high winds, and shall be placed in such a manner as to limit, as much as possible, its visibility from the outside the Lot without unreasonably increasing the cost of the installation, maintenance or utility of the satellite dish, or precluding reception of an acceptable quality signal. Owners undertaking such installation shall be responsible for any damage to the common areas and/or Association property, including, but not limited to, incidental or consequential damage, resulting from the installation of the dish and/or upon its removal. Any such cost or expense incurred by the Association as result of the installation and/or removal of a satellite dish, including, but not limited to, repairs to the common areas, shall be an Individual Special Assessment against the subject Owner and his or her Lot.

R. Sale, Leases and Other Transfers. Except as provided herein, no Owner may dispose of a Lot or any interest therein by sale, lease or other transfer of title, which includes, but is not limited to, a transfer via Quit-Claim Deed, a devise, or an inheritance without the prior written approval of the Association. The approval of the Association shall be obtained as follows:

1. Notice to Association:

(a) An Owner intending to make a bona fide sale, lease or other transfer of title of his or her Lot or any interest therein, shall provide notice to the Association of such intention, together with an application containing the name and address of the proposed purchaser, lessee or grantee and such other information as the Association may require, as defined by the Board from time

to time, which may include a background investigation and personal interview with the prospective purchaser, lessee or grantee at the discretion of the Board. All individuals intending to permanently reside on the Lot with the prospective Owner(s), lessee(s), grantee(s) or designee(s) of the Lot at the time the original application for sale, lease or conveyance is submitted to the Association in accordance with this Section, must also be listed on the application and approved by the Board. In addition, the Board may require the payment of an application fee in such amount as may be determined by the Board, from time to time, not to exceed the highest amount allowed under the law, as it may be amended from time to time. If the Board requires an application fee and/or an interview, no application shall be considered complete without the payment of the application fee and/or the interview, if required, as well as the delivery of such other information as may be required by the Board. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to the sale, lease or other transfers of Lots.

(b) Trusts. If the purchaser, lessee or grantee is a trust, the approval may be conditioned upon the submission of the executed trust documents and approval of the trustee and/or those individuals who will be the occupants of the Lot. Any subsequent changes to the trust documents relative to the trustee or beneficiary of a trust or concerning the individuals who will be occupying the Lot owned or leased by a trust after the initial approval, are also subject to the prior written approval of the Board as provided hereunder.

2. Election of Association:

(a) Sale. Within thirty (30) days after receipt of the notice of a prospective sale, completed application, and all such other information as the Association may require, unless the transaction is disapproved for cause as set forth hereunder, the Board must approve the transaction or furnish a purchaser approved by the Board (which may be the Association), who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of the approval within which to close the transaction unless some other time is agreed to by the parties. In the event the Association does not furnish a purchaser approved by the Board who will accept the terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, completed application, and any required supplemental information, the seller shall be free to sell his or her Lot to the proposed purchaser, and the Association shall provide the original proposed purchaser of the sale with an approval.

(b) Leases.

(1) Within thirty (30) days after receipt of notice of a prospective lease, completed application and other supplemental information required by the Board, the Board must approve or disapprove the transaction. If the Board disapproves a proposed lease, the lease shall not be made. Any lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board.

(2) Renewal of Leases. The renewal of any lease of a Lot, including the renewal of leases in existence at the time of the effective date of this amendment, shall be considered to be a new lease subject to the terms of this Section, and all other provisions of this Declaration in effect at the time of such renewal. Notwithstanding the above, the renewal of a lease shall not be subject to an application fee unless such renewal includes any new occupants.

(c) Other Transfers. If the notice is of an intended gift or other transfer of title, within thirty (30) days after receipt of notice, completed application and other supplemental information required by the Association, the Board must either approve or disapprove the prospective recipient of title. Any attempted transfer of title to a party not approved by the Board shall be void. If the prospective recipient of title is disapproved, the Board shall deliver or mail to the Owner an agreement signed by a purchaser approved by the Board, which purchaser may be the Association, and obligating the purchaser to buy the Lot and improvements therein upon the terms hereafter stated. The Owner shall be obligated to sell the Lot to the purchaser upon the following terms:

(1) The sale price shall be the fair market value, determined by agreement between the seller and the purchaser, within sixty (60) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) M.A.I. and/or S.R.A. Appraisers, one (1) appointed by seller and one (1) appointed by purchaser, who shall base their determination upon an average of their appraisals of the Lot. The time to close shall be extended pending valuation. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. In any action for specific performance, the prevailing party shall be entitled to receive reasonable attorneys' fees and court costs incurred.

(2) The purchase price shall be paid in cash or upon the terms approved by the seller.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price or at such other time as is agreed upon by the parties.

(4) If the Association fails to provide a purchaser in the manner provided, or if a purchaser furnished by the Association defaults in his or her agreement to purchase, then, notwithstanding the disapproval, the ownership shall be deemed to have been approved.

(d) Good Cause for Disapproval. Notwithstanding anything to the contrary contained in this Declaration, the Board may disapprove a proposed sale or transfer of a Lot on the presence of any good cause factor set forth in the Declaration and/or rules and regulations for such disapproval. The Board may adopt rules and regulations identifying additional criteria that it may consider as constituting good cause for disapproving a proposed sale or transfer of a Lot. The Board shall have the discretion to make the determination as to whether any one factor alone or together with other factors provides sufficient basis to disapprove an applicant. Except to the extent required by law, the Board is not required to provide the specific reasons for the disapproval, nor shall the Association be obligated, in that instance, to exercise its right of first refusal by furnishing a proposed purchaser who will accept the same terms as originally stated in the notice to the Association. The following factors may constitute "good cause" for the Board to disapprove a proposed sale or transfer of a Lot:

(1) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has pled guilty to any such felonies. In determining whether to disapprove a sale or transfer based on this factor, the Board shall consider the nature, severity and recency of the applicant's criminal conduct, which is the subject of the conviction or guilty plea, as well as any rehabilitation efforts, on a case-by-case basis;

(2) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association, or has a credit score below the minimum threshold established by the Board, from time to time;

(3) The application for approval provides information which, on its face, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Property. By way of example, but not limitation, an Owner allowing an applicant to take possession of the Lot prior to approval by the Board as provided for herein, shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions;

(4) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

(5) The Owner requesting the approval has had fines levied against him or her which have not been paid; or

(6) All Assessments and other charges against the Lot have not been paid in full.

(7) Economic Criteria. So as to ensure the availability of sufficient funds for the operation and management of the Association, economic criteria shall be a factor in whether an applicant qualifies for ownership or residency. From time to time, the Board may establish economic criteria of all applicants for what will be reasonably designed to address the financial capability of a prospective applicant to meet his/her financial obligations to the Association. Such criteria shall include, but not be limited to, access to and availability of sufficient funding to meet the ongoing Assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for disapproving the applicant(s) as a failure to qualify hereunder. It shall be specifically acknowledged that the availability of a mortgage to fund the proposed purchase is not conclusive of financial capability unless the interest of the Association is made superior to any such claims by way of a subordination agreement.

(e) The Board may adopt by rule criteria that it may consider as constituting good cause for disapproving a proposed lease. The Board shall have the discretion to make the determination as to whether any one factor alone or together with other factors provides sufficient basis to disapprove a lease applicant. However, except to the extent required by law, the Board is not required to provide the specific reasons for the disapproval, nor shall the Association be obligated, in that instance, to exercise its right of first refusal by furnishing a proposed lessee who will accept the same terms as originally stated in the notice to the Association.

3. Failure to follow the provisions of Section R shall cause the sale, lease, or transfer to be void unless subsequently approved by the Board. Any costs or expenses, including, but not limited to, attorneys' fees incurred by the Association in enforcing any provision of this Section, regardless of whether litigation is necessary for such enforcement, shall be an Individual Special Assessment against the Owner and his or her Lot.

4. EXCEPTIONS. The foregoing provision of Section R shall not apply to:

(a) A transfer to or purchase by an institutional lender, including a bank, life insurance company, or savings and loan association, that acquires title as a result of owning a mortgage on the Lot concerned, whether the title is acquired by deed from the mortgagor, the mortgagor's successor or assigns, or through foreclosure proceedings. Any sale, lease or transfer by such purchaser shall be subject to the notification requirements and the prior written approval of the Board as provided in the foregoing provisions.

(b) A transfer to a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding that is provided by law, such as an execution sale, foreclosure sale, judicial sale, or tax sale. Any sale, lease, or transfer by such purchaser shall be subject to the notification requirements and the prior written approval of the Board as provided in the foregoing provisions.

(c) Lots owned by the Association, regardless of how the Association acquired title to the Lot(s).

S. Additional Occupancy. The occupancy of a Lot by any individual other than the Owner(s), any lessee(s) under an approved lease, or the members of the Owner(s)' or approved lessee(s)' family who were approved to reside on the Lot with the Owner or approved lessee at the time of the submission of the original application of sale, lease or conveyance, is limited to a total of thirty (30) days in a twelve (12) month period, in the aggregate. Any individual who remains on the Lot for more than such thirty (30) days shall be considered a lessee of the Lot, regardless of the absence or presence of the Owner or approved lessee in the Lot or whether any consideration is paid to the Owner for such occupancy. Such individual shall be subject to the lease approval process set forth in Section R of Article IV of this Declaration and the written approval of the Board for continued occupancy, including, without limitation, the submission of a completed application for occupancy and payment of an application fee in such amount as the Board may determine from time to time, not to exceed the highest amount allowed under the law, as it may be amended from time to time.

Notwithstanding the foregoing, an Owner may from time to time permit his or her Immediate Family Member(s) to occupy the Lot as a guest(s) in his or her absence for periods not to exceed sixty (60) days in any twelve (12) month period, in the aggregate, provided the Board is given prior written notice of any and all such occupancy. For purposes of this paragraph, "Immediate Family Member" is defined as the parents, children, siblings, grandparents or grandchildren of the Owner or Owner's spouse or domestic partner. Any Immediate Family Member(s) who remains on the Lot for more than such sixty (60) days shall be considered a lessee of the Lot, regardless of the absence or presence of the Owner on the Lot or whether any consideration is paid to the Owner for such occupancy. Such individual shall be subject to the lease approval process set forth in Section R of Article IV of this Declaration and the written approval of the Board for continued occupancy, including, without limitation, the submission of a completed application for occupancy and payment of an application fee in such amount as the Board may determine from time to time, not to exceed the highest amount allowed under the law, as it may be amended from time to time.

ARTICLE V  
EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.

The Association has been formed for the purpose of operating, administering and maintaining portions of the Property for the benefit of all Owners, and administering and maintaining the Recreational Area and facilities. The initial office of the Association is located at 7910 N.W. 61st Street, Tamarac, Florida or may be located at such other location as the Board may determine desirable from time to time.

Every person or entity (including the Developer) shall automatically become a Member of the Association upon acquiring fee simple title to a Lot (or in the case of the Developer, upon the filing of this Declaration) and by the filing of record of a deed to such Lot. Membership shall continue until an Owner conveys title to his or her Lot, at which time the membership shall automatically pass to the new Owner thereof; or upon the death of an Owner, whereupon membership shall pass to the person or entity trust entitled thereto by law. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all of those Owners as defined in the immediately preceding paragraph, with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in a Lot, all such persons shall be Members, and the one vote for such Lot shall be exercised as they may determine among themselves as provided in the By-Laws. In no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B Members shall be the Developer (or Developers). A Class B Member shall be entitled to four (4) votes for each Platted Lot in which it holds a fee simple interest, provided that Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- A. when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- B. on December 31, 1988; or
- C. upon voluntary conversion to Class A membership by the Developer.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for membership and two (2) votes for each Platted Lot on which a Unit has not been constructed. Each and every Owner by acceptance of a deed from Developer acknowledges and agrees that upon resignation of the officers and directors appointed by the Developer that the Owners will assume control and responsibility of the Association, and Developer and its appointees shall be released from any further responsibility and liability arising thereafter in connection with the Association.

The Board of Directors of the Association shall consist of three (3) Members. Developer shall have the right to appoint the full membership of the Board so long as the Developer is a Member of



the Association. At such time as the Developer is no longer a Member, or at such earlier time as the Developer may elect, the Board shall be elected in accordance with the Certificate of Incorporation and/or the By-Laws of the Association, and Officers of the Association shall be appointed by the Board in accordance with the said Certificate and/or By-Laws. ~~There shall be no requirement that any Officer or Director be a Member of the Association or a Lot Owner.~~

The Association shall have the power and authority to acquire such interest in real and personal property as it may deem beneficial to its Members. In order to provide for the maintenance of the portions of the Property which are not required to be maintained by the Owners, the Association is authorized to select the necessary persons, firms and corporations to provide maintenance and repair of such portions of the Property.

The Association, through its Board, shall have the authority, including, but not limited, to:

1. Regulate the use of the Property, including, without limitation, property owned by the Association and the Recreational Area and, from time to time, promulgate and amend reasonable rules and regulations governing the use and operation thereof, including, but not limited, to Units and Lots, as it may deem to be in the best interest of the Members.
2. Enforce the restrictions imposed under ~~this Declaration~~ the Governing Documents.
3. Levy Assessments in the manner and for the purposes as hereinafter set forth.
4. Purchase such insurance as it deems necessary and disburse the proceeds thereof as set forth herein.
5. Exercise and perform all of its other rights, powers and duties as set forth in ~~this Declaration and the Certificate and By-Laws~~ the Governing Documents.

#### ARTICLE VI ASSESSMENTS

In order to maintain and operate the Property, the Association shall have the power and authority to make and collect those Assessments hereinafter set forth, and each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association and shall have the obligation to pay such assessments: 1) General Assessments for common expenses, (2) Special Assessments; and, (3) Individual Special Assessments, hereinafter collectively described as the "Assessments", as more particularly set forth below or as may be determined by the Board from time to time. Assessments not paid when due, together with interest thereon and administrative late fees, in such amounts as the Board may determine from time to time, not to exceed the highest rate allowable by law, as may be amended from time to time, along with attorneys' fees and costs incurred in collection efforts, shall be a charge on each Lot and a continuing lien thereon, and shall also be the personal obligation of the responsible Lot Owner(s), collectible in the manner provided hereunder.

A. General Assessments. General assessments shall be made quarterly, or at such intervals as determined by the Board, from time to time, and shall be collected in advance on such date as determined by the Board from time to time. Such assessments shall be used to pay the common expenses of the Association. The term "common expenses" shall mean and refer to all charges, costs

and expenses related to the performance of the obligations of the Association set forth in the Governing Documents, which include, without limitation: for the purpose of maintenance, operation and management of the Association, its Property, all common areas and the Recreational Area, the portions of the Lots and Units required to be maintained by the Association, insurance premiums for fire, flood, and windstorm extended coverage, insurance on personal property, public liability insurance, legal, accounting, and management fees, operating expenses, utility charges, cleaning charges, landscape maintenance and sprinkler system maintenance and such other expenses and liabilities incurred by the Association in connection with the enforcement of its rights and duties against Members or others, including creation of reasonable contingencies for a reserve, costs or expenses incurred by the Association for any reason whatsoever in connection with the Property and/or any obligation of the Association under the Governing Documents or the law, as amended from time to time, and all other expenses deemed by the Board, from time to time, to be necessary and proper for the operation, management, maintenance, and repair and/or replacement of the Property, including, without limitation, the common areas, Association property, and the enforcement of this Declaration the Governing Documents, and/or to protect, preserve and maintain property values and the overall health, safety and welfare of the Owners and/or residents consistent with the requirements of the Association set forth herein. Common expenses shall also include expenses for social activities approved by the Board, in its discretion from time to time. The Association shall annually estimate the total expenses for the ensuing calendar year in the form of a budget, and may assess its Members for sufficient funds to meet the budget estimate. If the Association determines that assessments made pursuant to the budget are not sufficient to pay the necessary expenses, or in the event of emergency, the Board shall have the authority to revise the budget and levy and collect additional General Assessments to meet the needs of the Association. All notices of Assessments from the Association to the Members shall designate when Assessments are due and payable. All General Assessments shall be at a uniform rate for each Lot, so that each Lot shall be assessed equally. Developer may, but shall not be required to, contribute funds toward the payment of General Assessments in order to make up any deficit incurred by the Association and in order to properly maintain the Property.

B. Special Assessments. If the Board determines that the General Assessments levied in any given year are not sufficient to meet unusual, unexpected, unbudgeted or non-recurring expenses or obligations of the Association under the law, including Chapter 720, F.S., or the Governing Documents, it may levy and collect Special Assessments against all Lots, when necessary to meet the needs and obligations of the Association and the Property. ~~The Board may levy special assessments for any of the following purposes: the acquisition of property; defraying the cost of construction of capital improvements to Association Property; cost of construction, reconstruction, unexpected repair or replacement of a capital improvement or of a Unit to the extent that the cost of same is not covered by insurance proceeds, including the necessary fixtures and personal property related thereto, and including a comprehensive building and roof painting program.~~ A Special Assessment intended to address any obligation of the Association under the Governing Documents or the law, as it may be amended from time to time (including, without limitation, maintenance/repair obligations), regardless of the amount, shall not require the approval of the Membership. In the event the total In all other instances, if the Sspecial Assessments in any calendar year exceeds \$5,000.00 \$10,000.00, then any additional the Sspecial Assessment made in that calendar year must be approved by an affirmative vote of at least sixty percent (60%) of the Members a majority of the eligible voting interests present, in person or by proxy, at a special meeting called for the purpose of considering the Sspecial Assessment. Written notice of such meeting shall be sent to all Members at least fifteen (15) fourteen (14) days in advance, and shall set forth the purpose of the meeting. Special Assessments shall be payable in the manner and within the time frame determined by the Board from time to time, and shall be collectible in the same manner as any other Assessment provided in the Declaration.

C. Individual Special Assessments. The Board may also levy, as necessary, an Individual Special Assessment against the Owner of any Lot. The term "Individual Special Assessment(s)" shall mean a charge against an Owner and his or her Lot, representing the expense incurred by the Association for specific purposes of a nonrecurring nature for which that Owner is solely responsible to reimburse the Association as otherwise provided for by this Declaration. An Individual Special Assessment may be levied, including, without limitation, for the cost and expense of repairs and replacement within or without outside the Unit for which the Owner is responsible, which he/she has failed or refused to perform, and which failure or refusal has endangered or impaired the use or value of the Property, Recreational Area or other Units, as well as attorneys' fees incurred by the Association, including, without limitation, in obtaining compliance from the Owner with any provision of the Governing Documents and/or Chapter 720, F.S., regardless of whether litigation is necessary. Individual Special Assessments shall be payable in the manner and within the time frame determined by the Board from time to time, and shall be collectible in the same manner as any other Assessment provided in the Declaration. The Association is hereby granted a right of entry into each Lot and Unit to perform repairs or replacements of this of the foregoing nature, including the right to abate or eliminate any nuisance or any conditions deemed hazardous by the insurance underwriters.

D. Collection of Assessments. Assessments shall be collectible in such manner as the Board shall determine from time to time. All Assessments shall bear interest at the rate of ten percent (10%) per annum and administrative late fees, in such amounts as the Board may determine from time to time, not to exceed the highest rate allowable by law, as may be amended from time to time, along with attorneys' fees and costs incurred in collection efforts from the date when the same is due until paid.

E. Non-Payment of Assessments. If any Assessment is not paid when due, such Assessment shall then become delinquent and the Association, at the option of the Board, may accelerate the payment of the entire balance of the Assessment due for the remainder of the then budget/fiscal year in which the Owner(s) defaults and collect it as provided herein shall, together with interest thereon and the cost of collection thereof, including attorney's fees at all trial and appellate levels, become a continuing lien on the Lot against which such assessment is made. All payments on delinquent accounts shall be applied in accordance with Chapter 720, F.S. Such lien shall bind such Lot and the Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied. Such lien shall be effective upon the recording in the Public Records of Broward County, Florida, of a certificate executed by the Association setting forth the amount due as of the date the certificate is signed.

The Association may file suit against the responsible Owner(s) personally to enforce collection of any delinquent Assessment(s) owed to the Association and/or may foreclose the Association lien against the Lot(s) obligated for such delinquent Assessment(s). The Association shall be entitled to recover all costs and attorney's fees at all trial and appellate levels against the responsible Lot(s).

~~The lien for assessments and any other liens provided in this declaration shall be subordinate to the lien of any Institutional Mortgage; provided, however, that such subordination shall apply only to assessments which became due and payable prior to the sale or transfer of the Lot in question pursuant to a decree of foreclosure or a deed in lieu of foreclosure. Except as to first mortgages of record which are recorded prior to the Association claim of lien, the Association claim of lien shall relate back to and be effective from the date on which the original Declaration was recorded in the Public Records, as provided in Chapter 720, F.S. The Association claim of lien shall be superior to any lien recorded against a Lot other than the lien of a first mortgage of record which was recorded in~~

the Public Records of Broward County, Florida prior to the Association claim of lien. No sale or transfer shall relieve any Lot from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment. Any such unpaid share of Assessment shall be deemed to be Assessments collectible from all other the responsible Lot(s) in Edgewater Village.

~~In the event of a foreclosure by an Institutional Mortgage of a first mortgage encumbering a Lot, the Purchaser of such Lot at the foreclosure sale, shall be liable for the entire unpaid portion of the assessments attributable to such Lot for the period prior to the date of the foreclosure sale. The Purchaser of such Lot shall also be liable for any and all assessments levied following the date of purchase of such Lot. The foregoing provision shall also be applicable to the conveyance of a Lot to an Institutional Mortgage in lieu of foreclosure. The foregoing exception from payment of assessments is in addition to and in no way restrictive of the additional exemptions granted herein to mortgagees under the provisions of Article XII hereof.~~

F. First Mortgagees and Third Party Purchasers. Notwithstanding anything to the contrary set forth in this Declaration, a holder of a first mortgage, either directly or through a bona-fide assignment, which mortgage was recorded in the Public Records prior to the Association claim of lien on the subject property, that acquires title to any Lot pursuant to a foreclosure or deed in lieu of foreclosure of its own mortgage, shall be liable for the unpaid Assessments against the Lot that came due up to the time of transfer of title only to the extent provided in Chapter 720, F.S. All other recipients of title, including, but not limited to a third party purchaser at any mortgage foreclosure sale, shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title, to the extent provided in Chapter 720, F.S., plus all accrued administrative late fees, interest, costs of collection, and attorneys' fees for any collection efforts against the subject property, all of which shall be an Assessment against the Lot, as contemplated in Chapter 720, F.S. This provision shall not apply to any Lot acquired by the Association, regardless of how the Association acquired title to the Lot.

## ARTICLE VII INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or Officer of the Association, or in his capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee, or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of culpable negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigating body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability, but in view of all circumstances to the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

## ARTICLE VIII MAINTENANCE

A. Maintenance Responsibility. The Association shall be responsible for the maintenance, repair and replacement of the Recreational Area and all improvements thereon, Landscaped Sign Areas and any all common areas and improvements located thereon, including, without limitation, swales in front of the Lots, landscaping, street lighting fixtures, if any, and sprinkler/irrigation system. The Association shall also provide maintenance of the exterior of each Unit, as provided hereunder, including the roof, as frequently as the Board may determine in its discretion from time to time. For purposes of this provision, the "exterior maintenance of each Unit" contemplated herein shall only include the maintenance, repair and, as appropriate, the replacement of the following: the exterior walls; the roof, fascia, and soffit, as further explained in Sub-Section A(1) hereunder; and the painting of the exterior building surfaces of every kind, including the painting of such areas; the landscaping of each Lot, including sodding, and irrigation/sprinkler system located on each Lot, as further explained in Sub-Section A(2) hereunder; landscape planting, trees, shrubbery, fences, walls, screen walls, and other exterior improvements; and, all driveways and driveway skirts that extend from the sidewalks to the edge of the streets, as further provided in Sub-Section A(3) hereunder. The Association shall also be responsible for pressure cleaning all sidewalks within the Property, as frequently as the Board may determine in its discretion from time to time. However, each Owner shall be responsible for all repairs and/or replacement of the portion of the sidewalk that abuts his/her Lot. The maintenance, repair and replacement of all other portions of the Lot and Unit not expressly identified in the Declaration as the obligation of the Association, including, without limitation, windows and doors, shall be responsibility of each Owner at his or her sole cost and expense.

1. Roofs, Gutters and Drainage Components.

(a) The Association shall only be responsible for any necessary repairs to the roof, fascia and soffit of a Unit, as determined by the Board. If, in the course of undertaking these specific repairs, the Board determines that the fascia and/or soffit must be replaced, the Association shall also be responsible for replacing these items as a common expense, except as otherwise provided in this Section. The Association is not responsible for replacing the roof of any Unit under any circumstances. Each Owner shall be responsible, at his or her sole cost and expense, for replacing his/her roof when replacement becomes necessary, and upon receiving written notification from the Board that replacement is required. The determination as to whether a roof requires replacement shall be made by an independent Florida licensed Engineer selected by the Board, the cost of which shall be a common expense of the Association. Unless the Owner disputes the determination of this independent Engineer within ten (10) days after receiving a copy of the Engineer's report and written notice from the Association requiring roof replacement, the determination of this Engineer shall be final and the roof shall be replaced within such reasonable time frame provided in the written notice from the Association. If the Owner disputes the findings and determination of the independent Engineer selected by the Board, he/or she shall then obtain, at his/her own cost and expense, a written opinion from another independent Florida licensed Engineer as to whether the roof requires replacement. A copy of such Engineer's report shall be provided to the Board within ten (10) days after receiving the aforementioned written notice and Engineer's report from the Association. If the independent Engineers selected by the Board and the Owner disagree as to whether the roof requires replacement, then within ten (10) days after the Association has received the written report from the Owner's independent Engineer, both Engineers shall then select a mutually agreed upon third independent Florida licensed Engineer to evaluate and make a determination on the issue. The final determination as to whether the Owner's roof requires replacement shall be made by the third independent Engineer within twenty (20) days after receiving the request to evaluate the Owner's roof in question. If the third independent Engineer determines that the Owner's roof requires replacement, it shall be replaced within such reasonable time frame as determined by the Board in writing. In such event, the Owner shall be responsible for the cost and expense associated with the third independent Engineer. If the third independent Engineer determines that the Owner's roof does not require replacement, the Association shall be responsible for the cost and expense associated with the third independent Engineer. If the fascia and/or soffit require replacement at the time of the roof replacement or if the roof replacement cannot be undertaken without also replacing the fascia and/or soffit, these items shall then be the responsibility of the Owner to replace, at his or her sole cost and expense. The replacement of the roof, fascia and/or soffit undertaken by an Owner shall require the prior written approval of the Board as set forth in Article XIII of this Declaration.

(b) Each Owner shall also install on his/her Unit and/or Lot gutters and any other drainage component that may be necessary for proper drainage of storm water. In addition to the foregoing roof obligation and all other maintenance obligations of Owners set forth in Section A of Article VIII, each Owner shall also be responsible, at his/her sole cost and expense, for the installation, maintenance, repair and replacement of all gutters and drainage components on his/her Unit and/or Lot.

(c) If an Owner reports a purported roof leak and the Association makes a service call to investigate and address the leak, should the investigation confirm that the source or cause of the leak is in no way related, associated with, or stems from the roof, it shall be the responsibility of the Owner to pay for the service call or reimburse the Association for such expense. Any cost or expense incurred by the Association for and/or in connection with the service call in such

instance, including attorney's fees and costs in seeking reimbursement, regardless of whether litigation is necessary, shall be an Individual Special Assessment against the responsible Owner and his or her Lot. If the source or cause of the leak is determined to stem from the portion of the Unit and/or Lot that is the maintenance responsibility of the Owner, the Owner shall also address same, at his or her sole cost and expense.

2. Landscape and Sprinkler System Maintenance on Lots.

(a) The Association shall be responsible for limited landscape maintenance on each Lot as provided herein. For purposes of this provision, "landscape maintenance" shall only include: mowing; edging; fertilizing; spraying of all lawns for weed control; replacing sod; trimming all trees, hedges, shrubs and bushes located on a Lot, as the Board may deem necessary and as frequently as the Board may determine in its sole discretion from time to time. The Association may, but shall not be obligated to, from time to time remove any vegetation located on the Lot, including, without limitation, trees, hedges, shrubs, bushes that, in the sole discretion of the Board, are diseased, damaged, and/or have caused damage to person or property. This action may be taken at the request of an Owner and/or as the Board may deem necessary and as frequently as the Board may determine in its sole discretion from time to time. The foregoing authority is intended to be permissive, but does not impose any obligation, legal or otherwise, on the Association relative to the removal of the aforementioned vegetation from a Lot. The Association shall not be responsible for the intrusion of any root system of trees or other vegetation located on Lots, or any damage to person or property caused by any vegetation located on Lots, including, without limitation, any root system, which shall be the responsibility of the Owners to address at their sole cost and expense. Any changes to the landscape of a Lot, including, without limitation, removal and/or replacement of any trees, bushes, shrubs, hedges and/or other vegetation located on the Lot shall require the prior written approval of the Board, which may be withheld for aesthetic purposes, as the Board determines from time to time.

(b) The Association shall also be responsible for operating, maintaining, repairing and replacing the sprinkler system within the Property, including, without limitation, those portions of the sprinkler system located on the Lots. No Owner shall tamper with, move, repair, replace, alter, modify, or improve, any portion of the sprinkler system located upon his or her Lot. Any cost or expense incurred by the Association in maintaining, repairing, and/or replacing any portion of the sprinkler system damaged by the Owner or the Owner's representative(s), family member(s), occupant(s), guest(s), lessee(s), contractor(s) or invitee(s), whether such damage was caused by negligence, carelessness or intentional misconduct, including attorneys' fees and costs, shall be the responsibility of the Owner and an Individual Special Assessment against the Owner and his or her Lot. No Owner may install his/her own sprinkler system anywhere on his/her Lot.

3. Driveways and Driveway Skirts. The Association shall be responsible for pressure cleaning all driveways and driveway skirts within the Property, as well as for sealcoating all asphalt driveways and driveway skirts within the Property, as frequently as the Board may determine in its discretion from time to time. Each Owner shall be responsible, at his or her sole cost and expense, for all other maintenance, repairs and/or replacement of or to his/her driveway and driveway skirt, including, without limitation, those necessitated due to damage sustained by the driveway and/or driveway skirt, regardless of the source or cause of the damage. If an asphalt driveway and/or driveway skirt is repaired and/or replaced by the Owner, then in such instance, the Owner shall also be responsible for sealcoating the driveway and/or driveway skirt, at his or her sole cost and expense, which must match as closely as possible to the existing conditions in the surrounding area.

B. The cost of maintenance, and repairs, and replacements performed by the Association as set forth in this Article will be paid through Assessments as set forth above. An Owner may not repair, alter, add to, replace, paint or in any other way maintain the items which are the responsibility of the Association without first obtaining the written approval of the Board. Owners shall promptly report to the Association, in writing, any defects or any issues, which are the responsibility of the Association to address as provided in this Article. The Board shall make the sole determination as to the type of remedial measures to be undertaken to address the maintenance obligations of the Association, whose determination shall be final. This Section shall not, however, in any way affect the right of the Association to levy an Individual Special Assessment against the Owner and his/her Lot for the cost and expense of any maintenance, repairs and/or replacements within and/or to the Unit and/or the Lot incurred by the Association for which the Owner is responsible and which he/she has failed or refused to perform. Should any Owner fail and/or refuse to maintain his or her Unit and/or Lot in good condition and repair, as determined by the Board, after reasonable written notice to the Owner, the Association may, but shall not be obligated to, enter the Unit and/or Lot and undertake such maintenance, repairs and/or replacements within and/or to the Unit and/or the Lot, or pursue any other legal remedy to obtain compliance, including, but not limited to, filing legal action against the Owner, as the Board may deem necessary. No entry into the Unit and/or the Lot for such purpose shall be a trespass. Any cost or expense so incurred by the Association, including, but not limited to, attorneys' fees and costs incurred in seeking compliance with this Article, regardless of whether litigation is necessary for the enforcement, shall be an Individual Special Assessment against the Owner and his/her Lot. Notwithstanding anything contained herein, the expense of any maintenance, repair or reconstruction replacement necessitated by the negligent or willful acts of an Owner or by any member of the Owner's family, guest(s), invitee(s), employee(s), contractor(s), agent(s) and/or lessee(s), which is undertaken by the Association, shall be borne solely by that Owner, and such Unit/Lot shall be subject to an Individual Special Assessment for such expense.

C. The Association shall not be liable for any personal injury or property damage resulting from the performance of the its maintenance obligations or from taking any other action on the Lot and/or Unit as provided described herein in the Governing Documents in absence of gross negligence or willful misconduct. The Association and its duly authorized agents, representatives, contractors and employees shall have an irrevocable right to enter over, through and upon any Lot and are hereby granted an easement to enter all Lots and Units at any reasonable time for the purpose of undertaking its obligations set forth in this Article, including, without limitation, maintaining the grounds and improvements, repairing the improvements, and reconstructing any damaged Units as specifically set forth in this Article. No entry upon any Lot for such purpose by the Association, its representative, agents, employees and contractors shall be a trespass.

D. An Owner shall also be liable for any damage to his/her Unit/Lot, another Unit/Lot, and/or to any portion of the Property that is the responsibility of the Association to maintain, including, without limitation, the common areas and Association property, caused by the Owner and/or his or her family member(s), guest(s), lessee(s), contractor(s), invitee(s) and/or employee(s), whether such damages are caused by negligence, recklessness, accident, intentional misconduct or otherwise. If damage is caused to any portion of a Unit, Lot, or the Property that is the responsibility of the Association to maintain, it shall be repaired and/or replaced by the Association at the Owner's sole cost and expense. Any such cost or expense incurred by the Association, including attorney's fees and costs, regardless of whether litigation is necessary, shall be an Individual Special Assessment against the responsible Owner and his or her Lot.



ARTICLE IX  
EASEMENTS

A. Developer hereby reserves the following easements:

1. An easement or easements to provide utility services, including but not limited to, electricity, telephone, gas, water, irrigation and sprinkler system, sewer, drainage, television cables, and governmental services, including police and fire protection and including the right of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchisees or governmental agencies.

2. An easement in favor of Developer, the Association, Owners, their family members, guests, licensees, invitees and lessees over and across the Recreational Area, any other common areas and any sidewalks located on Lots which are within four (4) feet of the front Lot line. The public shall also have the right to reasonable use of such sidewalks.

3. Cross easements of support and use in favor of each of the Owners within any building for the continued benefit, enjoyment, continued support, service and design of all common structural elements and utility lines within a building.

4. An easement for ingress and egress in favor of the Association by its Board or the designees of the Board to enter any Lot, any Unit, the Recreational Area, any common area and the Landscaped Sign Areas for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with this Declaration, specifically including the right to install, maintain, and repair sprinkler systems on any Lot, the Recreational Area, and any common areas.

5. An easement for encroachments is hereby granted in the event any Unit shall encroach on another Lot as a result of minor inaccuracies in survey, building or rebuilding or as a result of settlement or movement of a building. The encroachments shall be permitted to remain undisturbed until they no longer exist. The easement for encroachments shall include an easement for maintenance and use of the encroaching improvements.

6. The easements reserved hereunder unto Developer may be assigned by Developer in whole or in part to the Association, to any City, County, or State government or agency thereof, or to any duly licensed or franchised public utility or to any other designee of Developer. Owners by the acceptance of the deed of conveyance authorize Developer and/or the Association to execute on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over, upon the Property, or any portion or portions thereof in accordance with or to implement to the provisions of this article.

7. Cross-easements in favor of each of the Owners of adjoining Units for use and to provide access to maintain, repair, replace or install fixtures and appurtenances necessary for utility services, including, but not limited to, electricity, telephone, gas, water, irrigation and sprinkler systems, sewer, drainage and television cables.

ARTICLE X  
OWNER'S PROPERTY RIGHTS IN COMMON AREAS

A. Subject to the provisions of paragraph C. hereunder, every Member shall have a right and easement of enjoyment in and to the Recreational Area and any common areas. Such easement shall be appurtenant to and shall pass with the title to every Lot.

B. The Recreational Area is hereby dedicated to the common use and enjoyment of Owners in Edgewater Village and not for use by the general public.

The Developer may retain legal title to the Recreational Area until such time as it has completed improvements thereon and until the Developer has conveyed all Lots, or until such earlier time as Developer shall so elect. Notwithstanding the provisions herein, the Developer hereby covenants it shall convey the Recreational Areas to the Association by quit claim deed, free and clear of all liens, not later than sixty (60) days after the last Lot is conveyed or December 31, 1985, whichever occurs first.

C. The rights and easement of enjoyment created hereby shall be subject to the following:

1. The right of the Developer and of the Association, in accordance with its Certificate and By-Laws, to borrow money for the purpose of improving the Recreational Area and any other common areas; provided, however, that the Recreational Area must be free and clear of all liens and encumbrances at the time it is conveyed to the Association.

2. The right of the Association to take such steps as are reasonably necessary to protect the Recreational Area and any common areas against foreclosure.

3. The right of the Association to provide in its Certificate and By-Laws to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and to suspend such rights for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

4. The right of the Association to charge guest fees or other fees for the use of the Recreational Area.

5. The right of the Association to dedicate or transfer all or any part of the Recreational Area or common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided no such dedication or transfer, determination as to the purpose or as to the conditions thereof shall be effective unless all Institutional Mortgagees holding first mortgages on Lots in Edgewater Village consent thereto in writing, an instrument signed by Members entitled to cast sixty percent (60%) of the votes of each class of membership has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least forty-five (45) days in advance of any action taken.

6. Such reasonable rules and regulations as may be promulgated from time to time by the Association.

## ARTICLE XI PARTY WALLS

The common wall or walls located upon the Lot lines separating contiguous individual Units shall be party walls for the perpetual benefit of, and use by, the Owners of each Unit. Except as otherwise provided in this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

In the event of damage or destruction of a party wall from any cause whatsoever other than negligence or willful misconduct of an Owner, the Owners sharing such wall, at their joint expense, shall repair and rebuild said wall to the extent that the insurance proceeds are insufficient to accomplish such repair or rebuilding. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall, such expense shall be shared equally by the Owners of the adjoining Units. Whenever a party wall shall be repaired or rebuilt, it shall be erected in the same manner and in the same location where initially constructed, and shall be of the same size and of the same or similar materials and of like quality. If such maintenance, repair or construction are necessitated solely by the negligence or willful misconduct of an Owner, any expense incidental thereto shall be borne solely by such Owner. If an Owner shall refuse to pay his or her share of the cost of repair (or all of such cost in the case of negligence or willful misconduct), the other Owner sharing such party wall may perform such maintenance, repair or construction and, in such event, shall be entitled to a lien on the Unit of the Owner who has failed to pay his or her share of such cost. If an Owner shall give, or shall have given, a mortgage or mortgages upon his or her Unit, then the 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 repair hereunder and not reimbursed to said mortgagee by the Owner. Any Owner removing his or her improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent Owner of the wall, and shall save the adjacent Owner harmless from all damage caused thereby to the improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit shall not be deemed a trespass, so long as the repairs or reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter upon the adjacent Unit to effect necessary repairs and reconstruction.

The Owner of a Unit shall have no right to cut windows or other openings in the party wall, nor to make any alterations, additions, or structural changes to the party wall.

The Owner of a Unit shall have the right to full use of the party wall, subject to the limitation that such use shall not infringe upon the rights of the Owner of the adjoining Unit or his or her enjoyment of said wall, or in any manner impair the value of said wall, or in any manner violate this Declaration or the rules and regulations of the Association.

## ARTICLE XII INSURANCE

The Association shall obtain liability insurance in such amounts as the Board of Directors may from time to time determine for the purpose of providing liability insurance coverage for the common areas, including, but not limited to, the Recreational Area and other common areas, but in no event shall said coverage be less than the limits of \$500,000.00.

The Association shall keep insured the Recreational Area and other common areas and

including fixtures and personal property owned by the Association, in and for the interest of the Association, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier or carriers if such insurance is available against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected or to be erected upon the Recreational Area; and shall also purchase flood insurance if required by holders of Institutional Mortgages encumbering the Recreational Area or by law. Any and all such insurance shall be purchased from an insurer having a Best Rating of not less than "AA."

All such insurance policies purchased by the Association hereunder shall be for the benefit of the Association. All such insurance and insurance carriers shall be subject to the approval of a majority of mortgagees holding the highest dollar amount of mortgages outstanding on the Recreational Area in Edgewater Village.

All premiums for all insurance required to be carried by the Association and all fees and expenses in connection therewith shall be deemed to be general/common expenses of the Association and shall be assessed by the Association against the Owners in the manner consistent with the Assessment and collection of general/common expenses as provided in Article VI hereof.

In the event of casualty loss to the Recreational Area, the Association shall adjust such loss. The Association, using the proceeds of the aforesaid insurance, shall repair, replace and rebuild the damage to the Recreational Area caused by casualty loss. In the event that the insurance proceeds are insufficient to repair, replace and/or rebuild the damages to the Recreational Area caused by the casualty, the Association shall collect whatever additional monies are required for such repair, replacement and/or rebuilding in accordance with the original final plans for said improvements, by means of a Special Assessment against all Owners. In the event that insurance proceeds shall be greater than the amount required to repair, restore and/or rebuild the Recreational Area, the excess shall be deposited with the Association for the operation and maintenance of the Recreational Area or any common areas.

All insurance provided to be purchased by the Association shall be purchased by the Association through a master policy covering the Recreational Area and all common areas. Provision shall be made in the casualty insurance policy or policies for the issuance of mortgagee endorsements. Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in the mortgagee endorsements thirty (30) days written notice thereof.

Each Owner shall ~~have the obligation to~~ obtain insurance coverage, at his/her expense, upon his or her Lot and all improvements thereon. Such insurance shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier or carriers if such insurance is available against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to units similar in construction, location and use to the units erected or to be erected upon the property; and shall also purchase flood insurance if required by holders of Institutional Mortgages encumbering the Lot or by law. Any and all insurance shall be purchased from an insurer having a Best Rating of not less than "AA." Every Owner shall be required to furnish the Association with proof of such insurance coverage upon request. In the event an Owner does not purchase and/or provide the Association with proof of purchase of insurance, as required herein, the

Association may bring legal action to enforce this requirement. Alternatively, if such option is available, the Association shall have the right, but not the obligation, to purchase insurance coverage on said Owner's Lot and the improvements thereon, at the Owner's cost and expense, and to assess against said Owner the cost of such insurance, which shall be an Individual Special Assessment against the Owner and his/her Lot. Owners may obtain coverage at their own expense upon their personal property, and for their personal liability and living expense.

All such insurance policies purchased by the Owners shall be for the benefit of the Association, the Unit Owner, and their mortgagees as their interests may appear. All such Owner's insurance and insurance carriers shall be subject to the approval of a mortgagee holding a mortgage outstanding on the Owner's Unit in Edgewater Village.

In the event of casualty loss to the Owner's Unit or improvements thereon, Owner shall repair, replace and rebuild the damage caused by the casualty loss. In the event that the insurance proceeds are insufficient to repair, replace and/or rebuild the damages caused by the casualty loss, the Association shall collect whatever additional monies are required for such repair, replacement and/or rebuilding in accordance with the original final plans for said improvements, by means of a Special Assessment against the Owner of the damaged Unit. The determination of the Board of Directors of the Association as to that portion of the deficiency to be assessed against individual Owners and as to which individual Owners are liable therefor shall be conclusive and binding. Each insurance policy required to be obtained by an Owner must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in the mortgage endorsements thirty (30) days written notice thereof.

Notwithstanding anything contained in this Article to the contrary, an Institutional Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of the Owner's insurance proceeds covering its mortgaged Unit, in the event: (a) its mortgage is not in good standing and is in default; or (b) the insurance proceeds are not sufficient to complete restoration, reconstruction, or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

The holder of any mortgage who in accordance with the provisions of such mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the Property secured by said mortgage, waives the right to such proceeds only if said proceeds are used pursuant to this Declaration to repair, replace or rebuild the Property which is subject to the mortgage lien. ~~Said Institutional Mortgagee on such Unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the Unit or Units encumbered by its mortgage or mortgages and no such repairs, reconstruction or replacement shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.~~

The Association may also purchase liability insurance covering the Association and its Directors and Officers, Workers' Compensation insurance where applicable, and such other insurance as the Board shall deem to be desirable. If the Board deems it desirable or necessary, the Association may appoint an insurance trustee to administer the provisions hereof relating to hazard insurance, which may be the Board of Directors of the Association.

ARTICLE XIII  
ARCHITECTURAL CONTROL

A. Other than improvements constructed by Developer, no building, fence, wall or other structure of any kind shall be commenced, erected or maintained in Edgewater Village, nor shall any exterior addition, improvement, or change or alteration therein to a Unit and/or Lot be made until an application for such addition, improvement, change or alteration along with the plans and specifications prepared by an Engineer or other qualified profession licensed in the State of Florida, or other information reasonably required by the Board, showing the nature, kind, shape, height, materials and location of the same (hereinafter referred to as "Plans and Specifications"), shall have been submitted to and approved in advance and in writing as to harmony of design and location in relation to other structures in Edgewater Village by the Board or by an architectural committee composed of three representatives designated by the Board. The Board or such committee shall have the right to disapprove of Pplans and Sspecifications solely for aesthetic reasons. The Board may adopt and amend rules, regulations, and guidelines setting forth conditions to its approval of requests for proposed alterations, improvements, and additions and may require submission of additional Plans and Specifications or other information/documentation prior to approving or rejecting the submitted request, as the Board may determine necessary from time to time. The Board may also adopt reasonable rules and regulations setting forth procedures for the submission of the required application and the Plans and Specifications for its review and consideration. The Board shall have no obligation to review any application for a proposed alteration, improvement or addition until such time as a complete application, including, without limitation, the Plans and Specifications and such other information/documentation as the Board may require, are submitted to the Board, and all outstanding accounts of the Owner, if applicable, have been brought current. All completed applications shall be approved or disapproved by the Board, in writing, within thirty (30) days after receipt of the completed application and all supporting documents required by the Board. Any Plans and Specifications not approved within such time frame shall be deemed approved. All approved alterations, improvements or additions shall comply with all applicable permit requirements and other governmental laws, statutes, ordinances, rules, regulations, orders, codes and decrees and shall be undertaken only by those contractors who have been approved in advance by the Board, in writing.

B. Owners shall use only licensed and insured contractors and subcontractors. All approved contractors, subcontractors, and their employees shall comply with these requirements and all applicable rules and regulations adopted by the Board from time to time. The contracting Owner shall indemnify the Association for any claims or damages that arise from the negligence or willful misconduct of the contractor, subcontractor or anyone directly or indirectly employed or controlled by any of them.

C. The Owner undertaking the approved alteration, addition, improvement or change to his or her Unit and/or Lot shall be liable for any damage to another Unit/Lot, any portion of the Property that is the responsibility of the Association to maintain, and/or to Association property caused by the Owner's contractor, subcontractor, invitee or employee, whether such damages is caused by negligence, recklessness, accident, intentional misconduct or otherwise. If damage is caused to any portion of the Property that is the responsibility of the Association to maintain, including, without, limitation, the common areas, it shall be repaired and/or replaced by the Association at the Owner's sole cost and expense. Any such cost or expense incurred by the Association, including attorney's fees and costs, regardless of whether litigation is necessary, shall be an Individual Special Assessment against the responsible Owner and his or her Lot.

D. In the event an Owner undertakes and/or commences work on an alteration, improvement or addition to his or her Unit and/or Lot without the required written consent of the Board or the architectural committee, or otherwise violates any provisions of Article XIII, the Board may require the Owner to remove the unauthorized alteration, addition or improvement and restore same to the conditions existing before such alteration, addition or improvement at the Owner's sole cost and expense. Should the Owner fail and/or refuse to remove the unauthorized alteration, addition or improvement and restore same to the conditions existing before such alteration, addition or improvement, after reasonable notice to the Owner, the Association may, but shall not be obligated to, undertake such work as may be necessary to enforce compliance with this Article or pursue any other legal remedy to obtain compliance, including, but not limited to, filing legal action against the Owner. No entry onto the Lot for such purpose shall be a trespass. Any cost or expense incurred by the Association in connection with the removal of the unauthorized alteration, addition or improvement or in enforcing the provisions of this Article, including attorneys' fees and costs, regardless of whether litigation is necessary for such enforcement, shall be an Individual Special Assessment against the Owner and his or her Lot.

#### ARTICLE XIV GENERAL PROVISIONS

A. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of sixty percent (60%) of such Lots as have then been subjected to this Declaration has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part. The Association may pursue all avenues of available legal course provided under this Declaration or the law, as same may be amended from time to time, to enforce, including, but not limited to, any provision of the Governing Documents. Violation or breach, including, without limitation, of any condition, covenant or restriction herein contained shall give ~~the Developer and/or~~ the Association a right of action before any Court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, ~~and the expense of such litigation shall be borne by the Owner who is in violation, provided such proceeding results in finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or the Association at the trial and appellate levels in seeking such enforcement.~~ The failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any proceeding arising because of an alleged failure of an Owner or his or her family member(s), guest(s), lessee(s) or invitee(s) to comply, including, without limitation, with Chapter 720, F.S., or the terms of the Governing Documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, taxable or otherwise, at any proceedings, including, but not limited, to any and all appeals, from the other party. The prevailing party shall also be entitled to attorneys' fees and costs incurred in any proceeding to address entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. In addition to the foregoing, in the event that the Association is required to engage the services of an attorney to seek enforcement, including, without limitation, of the provisions of the Governing Documents, and the Owner complies with the requirements subsequent to attorney involvement, the

Association shall be entitled, after written notice, to reimbursement of its costs and attorneys' fees incurred to bring about the compliance from the Owner, regardless of whether litigation or other proceeding is necessary for the enforcement. The costs and attorneys' fees so incurred to bring about compliance, or to obtain a judgment or award should litigation or other legal proceeding become necessary, shall be an Individual Special Assessment against the Owner and his or her Lot.

1. Fining. In addition to the means for enforcement provided herein, the Association may impose fines in the maximum amount permitted by Chapter 720, F.S., against any Owner for any violation of the Governing Documents and/or Rules, or against the Owner for any violations of the Governing Documents and/or Rules by his/her family member(s), guest(s), contractor(s), employee(s), agent(s), lessee(s), or invitee(s). The aggregate fine per violation may be greater than \$1,000.00, but shall not exceed \$2,000.00, and any fine of \$1,000.00 or more, in the aggregate, shall be an Individual Special Assessment against the Owner and his or her Lot. This remedy shall be cumulative to other remedies available to the Association under this Declaration and the Florida Statutes, as amended from time to time, and nothing herein shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provisions of the Governing Documents and/or Rules in addition to fining, including, but not limited to, legal action for damages or injunctive relief.

2. An Owner shall be liable for the expense of any maintenance, repair or replacement to any portion of the Property that is the maintenance obligation of the Association, including, without limitation, the Recreational Area and the common areas, which is made necessary by his or her act, omissions, negligence or carelessness, or by that of any member of his, her or their family, guest(s), invitee(s), employee(s), contractor(s), agent(s) or lessee(s), as well as any cost and/or expense incurred by the Association in addressing any violation, including, without limitation, of the Governing Documents. Any such cost or expense, incurred by the Association, including, but not limited to, attorneys' fees and costs incurred in enforcement efforts, regardless of whether litigation is necessary for the enforcement, shall be an Individual Special Assessment against the Owner and his or her Lot, collectible in the same fashion as any other Assessment provided hereunder.

B. In addition to this Declaration, and the Certificate and By-Laws, all Owners and their family members, occupants, guests, lessees and invitees must abide by the laws and regulations of the State of Florida, the County of Broward and the City of Tamarac, and such reasonable rules and regulations as may be promulgated from time to time by the Association Board of Directors.

C. Notices. Any notice required to be delivered to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

D. Severability. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

E. Amendment. This Declaration may be amended at any time and from time to time. An amendment to the Declaration shall be approved by the affirmative vote of not less than a majority of the eligible voting interests of the Association and a majority of the Board of Directors.

Any duly adopted amendments to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.



F. ~~Right to Modify or Cancel.~~ Developer specifically reserves for itself, its successors and assigns and to the Association the absolute and unconditional right to alter, modify change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration; provided that the rights of Institutional Mortgagees are not thereby adversely affected, and further provided that no changes may be made in Article X hereof without the written consent of the City of Tamarac. Notwithstanding anything to the contrary set forth in Article X, the Association may suspend the rights of any Member, his/her tenant(s), guest(s) or invitee(s) to use common areas and the Recreational Area, in the manner set forth in Chapter 720, F.S., for nonpayment of any monetary obligation owed to the Association or due to the failure of such individuals to comply with the Governing Documents and/or Rules.

G. Assignment. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Developer or the Association may be assigned by the Developer or by the Association, as the case may be, and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Developer and the Association. After such assignment, the Developer and the Association shall be relieved and released of all responsibility hereunder.

H. Effect of Termination. Termination of this Declaration or of the Association shall in no way impair the rights of an Institutional Mortgagee with respect to a Lot upon which it holds a mortgage.

I. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include both genders.

J. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

~~IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 25<sup>th</sup> day of August, 1980.~~

(CORPORATE SEAL)

~~HOMELAND N.V., a Netherlands Antilles corporation authorized to do business in Florida as Waterside Land Developers, Inc.~~

By: \_\_\_\_\_  
Richard Rubin, Vice President

ATTEST:

\_\_\_\_\_  
Ronald P. Anselmo, Secretary

Signed, sealed and delivered in the presence of:



AMENDED AND RESTATED BY-LAWS  
OF  
EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.

ARTICLE I.  
GENERAL

Section 1. The name of this Association shall be EDGEWATER VILLAGE OWNERS ASSOCIATION, INC., and shall be referred to herein as "this Association."

Section 2. The principal office shall be located at 7910 N.W. 61st Street, Tamarac, Florida, or such other place as may be subsequently designated by the Board of Directors from time to time.

Section 3. These By-laws shall be subject to and construed in accordance with Chapter 720, F.S., as amended from time to time (hereinafter referred to as "Chapter 720, F.S.").

ARTICLE II.  
PURPOSE

Section 1. This Association has been formed for the purpose of operating, administering and maintaining portions of the following described property, hereinafter referred to as "the Property" or "EDGEWATER VILLAGE": the property located within the plat of Waterside according to the plat thereof recorded in Plat Book 101, Page 22, of the Public Records of Broward County, Florida, and such other property as may be submitted to the Declaration of ~~Protective~~ Covenants and Restrictions pertaining to Edgewater Village, as it may be amended from time to time (hereinafter referred to as "~~The Declaration of Protective Covenants and Restrictions~~"). Such Declaration ~~is to be~~ has been recorded in the Public Records of Broward County, Florida.

Section 2. Definitions. The word "Lot," the word "Unit" and the words "Platted Lot" where used in these By-Laws shall be deemed to mean a Lot, Unit or Platted Lot, as the case may be, as defined in the said Declaration of ~~Covenants and Restrictions~~. All other terms used in these By-Laws shall also have the same meaning as those set forth in Chapter 720, F.S. and the Declaration, except as herein expressly otherwise provided or unless the context otherwise requires.

ARTICLE III.  
MEMBERSHIP

Section 1. Every person or entity shall automatically become a member of this Association upon acquiring fee simple title to a Lot (as described in the said Declaration of ~~Protective Covenants~~) and by filing of record a deed to such Lot. Membership shall continue until an owner conveys title to his or her Lot, at which time the membership shall automatically pass to the new owner thereof; or upon the death of an owner, whereupon membership shall pass to the person or entity trust entitled thereto by law. Membership shall be appurtenant to and may not be separated from the ownership of any Lot when a Lot is owned in joint tenancy or tenancy in common. The membership to such Lot shall be joint; ~~and the right of such membership, including the voting power arising therefrom, shall be exercised only by the joint action of owners of record of such Lot.~~ Each Lot shall have one vote.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all of those Owners as defined in the immediately preceding paragraph, with the exception of the Developer (as defined in the said Declaration of Protective Covenants). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

Class B. Class B Members shall be the Developer (or Developers). A Class B Member shall be entitled to four (4) votes for each Platted Lot in which it holds a fee simple interest, provided that Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- A. when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- B. on December 31, 1988; or
- C. upon voluntary conversion to Class A membership by the Developer.

From and after the happening of these events, whichever occurs earlier, the Class B membership shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership and two (2) votes for each Platted Lot on which a Unit has not been constructed.

Section 3. Voting Member. If a Lot is owned by a trust, corporation, partnership, limited partnership, limited liability company, limited liability partnership or any other entity, the person entitled to cast the vote for the Lot shall be designated in a Voting Certificate signed by an authorized officer, principal or agent of the corporation or entity, which in the event of a trust shall be signed by all the trustee(s) of the trust, and filed with the Association prior to the meeting. The Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Lot concerned. The foregoing requirements for a Voting Certificate shall not apply to a Lot jointly owned by more than one person (including husband and wife/domestic partners) or any Lot owned by the Association, regardless of how the Lot was acquired. If a Lot is owned by more than one person, those persons (including husband and wife/domestic partners) shall decide among themselves as to who shall cast the vote for the Lot. If co-owners of a Lot cannot so decide, no vote shall be cast. The person casting a vote for the Lot shall be presumed to have the authority to do so, unless the Board is otherwise notified in writing.

ARTICLE IV.  
BOARD OF DIRECTORS

Section 1. The business and property of this Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than seven (7) Directors, the exact number as determined by the Board from time to time. All Directors shall be Members of the Association or the spouse/domestic partner of the Member.

Section 2. Full membership of the Board shall be appointed by the Developer so long as the Developer is a member of the Association. Within fifteen (15) days after the occurrence of the event which terminates Developer's membership in the Association, the then Secretary of the Association shall cause notice to be sent to all members of a special members' and Board of Directors' meeting for the purpose of electing Directors and new officers. The meeting shall be held at the principal office of the Association or such other place within the City or Tamarac as the aforesaid notice shall set forth.

Thereafter, Directors shall be elected at the annual meeting of members for a one (1) year term, and shall hold office until their successors are elected. In the event of a vacancy occurs on the Board of Directors before the annual meeting of the members, the Board majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, shall may appoint a replacement to fill the vacant seat for the balance of the term remaining in the vacant seat for which the Director was appointed until the next regular election.

Section 3. The annual organizational meeting of the newly elected Board of Directors shall may be held at on the same date and place as the annual members' meeting and immediately or after the adjournment of same.

Section 4. Special meetings of the Board of Directors may be held at on such date, time and place as the Board may designate from time to time. Such meetings may be called by the President, and in his or her absence by the Vice President or by any two members of the Board. By unanimous consent of the Directors, special meetings of the Board may be held without notice to the Directors at any time and place. The Board of Directors may also establish a schedule of regular meetings to be held on such date, time, and place as the Directors may designate from time to time, in which event no notice need be sent to the Directors once such schedule has been adopted.

Section 5. Notice of all ~~regular and~~ special meetings of Directors shall be mailed, hand-delivered or electronically transmitted to each Director by the Secretary at least ~~five days~~ forty-eight (48) hours prior ~~previous~~ to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Except in the case of an emergency or unless otherwise provided in Chapter 720, F.S., notice of all ~~annual and~~ special meetings of the Board of Directors shall be conspicuously posted on the Property at least forty-eight (48) hours in advance of such meeting for the attention of all members of the Association, provided, however, that no fixed notices need be posted so long as Developer is a member of the Association.

Section 6. A quorum for the transaction of business at any ~~annual or special~~ meeting of the Directors shall consist of a majority of the members of the Board, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, unless otherwise provided in the Governing Documents or Chapter 720, F.S. If at any meeting of the Board of Directors there be less than a quorum, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Nothing herein shall be construed to prevent the Directors from taking action by written resolution in lieu of holding a meeting, provided that one hundred (100%) percent of the Directors approve the action.

Section 7. Directors shall elect the officers of the corporation at the Directors' organizational meeting following each annual meeting of the members. Officers may be removed from office, with or without cause, upon a vote of a majority of the Directors. A vacancy created in any office by the removal of an officer may be filled by a majority of the Board. A Director or an officer may be removed, with or without cause, by a two-thirds vote of the majority of the members present at an annual meeting or special at a meeting of the members called for the purpose of considering such removal or by written ballot in the manner provided in Chapter 720, F.S.

Section 8. Neither Directors nor officers shall receive compensation for their services as Directors or officers.

Section 9. At each annual members' meeting subsequent to the time that Developer is no longer a member, the Board ~~shall submit~~ may provide a written statement of the business transacted during the preceding fiscal year together with a report of the general financial condition of this Association. Notwithstanding the foregoing, the Association shall prepare each year an appropriate financial report of the financial activities of the Association for the preceding fiscal year and shall provide a copy of such report or notice of its availability to each owner as set forth in Chapter 720, F.S.

Section 10. All ~~annual and special~~ meetings of the Board of Directors shall be open to all members of this Association and unless otherwise provided by law, as amended from time to time, such meetings may be conducted and/or attended, in whole or in part, by owners and Board members by telephone, real-time videoconferencing, or via any other available virtual or remote platform (such as, without limitation, via ZOOM or similar platforms), as determined by the Board from time to time. The Board shall make the determination as to the manner in which each meeting is to be held in advance of such meeting, with the appropriate notice to the owners.

Section 11. The Directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Certificate of Incorporation of this Association and the laws of the State of Florida, as they may be amended from time to time.

#### ARTICLE V. OFFICERS

Section 1. The officers of this Association shall be a President, Vice President, Secretary and a Treasurer and such other officers as the Board of Directors may designate from time to time. Only the President and Vice President shall be members of the Board. All ~~of them~~ officers shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. The Board may designate the powers and duties of such additional officers, as well as designate additional powers and duties to the officers, as the Board may deem necessary or appropriate. One person may simultaneously hold two offices except the offices of President/Vice President and Secretary/Assistant Secretary shall be held by separate persons.

Section 2. The President shall preside at all Directors and members meetings and have general supervision over the other officers. In the case of the absence or disability of the President, his or her duties shall be performed by the Vice President.

Section 3. The Secretary shall issue notices of all Directors and members meetings, shall attend and keep the minutes of the same, and shall have charge of all corporate books, records and papers and shall be custodian of the corporate seal.

Section 4. The Treasurer shall have custody of all money and securities of this Association and shall give bond in such sum and with such sureties as the Directors may require. He or she shall keep regular books of account and shall submit them, together with all his/her vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; he or she shall deposit all monies and other valuable effects in the name of, and to the credit of, this Association in such depositories as may be designated by the Board, and he or she shall disburse the funds of this Association as ordered by the Board.

ARTICLE VI.  
MEMBERSHIP MEETINGS

Section 1. ~~The regular annual meeting of the members shall be held during the month of March in each year at the principal office of the Association or other designated place on such date, time and location as determined by the Board from time to time. The election of Directors shall be conducted at the annual meeting. Members may also transact such other business as may be lawfully conducted at such meeting.~~

Section 2. Special meetings of the members for any purpose shall be held on such date, time and location as determined by the Board, when may be called at any time by the President, the Vice-President, Secretary, or by the Board of Directors or upon written request by the members who have the right to vote at least one-third of all the votes of the entire membership.

Section 3. Notice of the date, time and place of all annual and special meetings of the members shall be hand-delivered or mailed by the Secretary to each member at the address that appears on Association records, or electronically transmitted to those members who have consented to receiving notice of meetings by electronic transmission, not less than fifteen fourteen (14) days before the date thereof.

Section 4. A quorum for the transaction of business at any such members' meeting shall consist of a majority thirty (30%) percent of the membership voting interests of this Association. When a quorum is present at any meeting, the owners of a majority of the voting rights present in person or by written proxy shall decide any question brought before the meeting unless the question is one which, by express provision of applicable statute, the Declaration of Protective Covenants and Restrictions, or these By-Laws the Governing Documents or Chapter 720, F.S. a different vote is required, in which case such express provisions shall govern and control a determination of such question.

Section 5. A complete list of the members entitled to vote at each annual and special meeting of the membership shall be furnished and certified by the Secretary, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such a meeting.

Section 6. Notwithstanding anything to the contrary set forth herein and unless otherwise provided by law, as amended from time to time, membership meetings may be conducted and/or attended, in whole or in part, by owners and Board members by telephone, real-time videoconferencing, or via any other available virtual or remote platform (such as, without limitation, via ZOOM or similar platforms), as determined by the Board from time to time. The Board shall make the determination as to the manner in which each meeting is to be held in advance of such meeting, with the appropriate notice to the owners. In the event that the Board makes the determination to conduct a membership meeting remotely or virtually, and/or allow remote/virtual participation at such meetings, as set forth above, the Board may adopt such additional procedures and guidelines as it may deem necessary to facilitate an orderly meeting, which may include, without limitation, mechanism by which members may vote remotely.

ARTICLE VII.  
PROPERTY RIGHTS

Each member of this Association shall have such property rights as are set forth in the Declaration of Protective Covenants and Restrictions.

ARTICLE VIII.  
VOTING, PROXIES, AND WRITTEN CONSENT PROCESS

Section 1. At all members' meetings, each member may vote in person, or by proxy, or absentee ballot.

Section 2. All proxies shall be in writing and filed with the Secretary prior to the meeting for which it was given. A proxy shall only be effective for the specific meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given.

Section 3. Nothing herein shall be construed to prevent the members from taking action by the written consent process in lieu of holding a membership meeting, which action is hereby expressly permitted.

ARTICLE IX.  
INSPECTION OF BOOKS & ACCOUNTS

Section 1. The books, accounts, records and insurance policies of this Association shall be open to inspection by members of the Board of Directors and members of this Association or their authorized representatives at all reasonable times in accordance with Chapter 720, F.S.

ARTICLE X.  
MANAGEMENT, OPERATION & MAINTENANCE OF THE PROPERTY

Section 1. The Board of Directors shall have the power and duty to perform all of the obligations of this Association as provided in these By-Laws, the Certificate of Incorporation of this Association, the Declaration of Protective Covenants and Restrictions, and as required by the laws of the State of Florida, as they may be amended from time to time, subject only to the approval of the Members when such approval is specifically required in the Governing Documents or the law, as it may be amended from time to time, including, without limitation, Chapter 720, F.S.

Section 2. This Association, through its Board of Directors, shall have the power to levy and collect Assessments as set forth in the Declaration of Protective Covenants and Restrictions and to use the sums collected from such Assessments to maintain the recreational area and all improvements thereon, the Landscaped Sign Areas and other common areas, and the exteriors of units and portions of Lots other than interiors of units, all as more fully set forth in the Declaration of Protective Covenants and Restrictions. The Board of Directors shall have the right and authority to contract for the maintenance and management of Edgewater Village with a management company or other appropriate entity.

Section 3. This Association shall have the right, in accordance with Chapter 720, F.S., to suspend the enjoyment and use rights of any member of the Association, his/her tenant(s), guest(s) or invitee(s) in connection with the recreational and other common areas during any period which a member's assessment remains unpaid remains delinquent on any monetary obligation due to the Association, or due to the failure of such individuals to comply with the Governing Documents and/or Rules and to suspend such rights for a period not to exceed thirty days for the infraction of this Association's published rules and regulations. This Association, through its Board, shall also have the right to charge guest fees or other fees for the use of the recreational area when it deems such fees to be appropriate. The Association shall also have the right to dedicate or transfer all or any part of the recreational area or common areas to any public agency, affiliate or



utility for such purposes and subject to such conditions as may be agreed by the members, provided no such dedication or transfer, determination as to the purpose or as to the conditions thereof shall be effective unless the instrument is signed by members entitled to cast 60% of the votes of each class of membership and has been recorded agreeing to such dedication, transfer, purpose, or condition, and unless written notice of the proposed agreement and action thereunder has been sent to every member at least 45 days in advance of any action taken.

Section 4. The Association shall maintain insurance as set forth in Article XII of the Declaration ~~of Protective Covenants and Restrictions~~ and shall exercise architectural control of improvements constructed on the property as set forth in Article XIII of the Declaration ~~of Protective Covenants and Restrictions~~.

Section 5. In the event of an "emergency" as such term is further defined herein, the Board may, in addition to exercising the emergency powers set forth in Chapters 617 and 720, F.S., as they may be amended from time to time, take such additional action as the Board may deem reasonably necessary to protect the health, safety and welfare of the residents of Edgewater Village, as well as the interests of the Association, including, without limitation, conduct Board, committee and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or via any other available virtual or remote platform (such as, without limitation, via ZOOM or similar platforms). For purposes of this paragraph, the term "emergency" shall include, without limitation, the following situations when occurring in the locale in which the Property is located: (i) a state of emergency declared by the Governor of Florida, as set forth in Section 252.36, F.S., as it may be amended from time to time; (ii) a state of emergency declared by local civil or law enforcement authorities pursuant to local ordinances; (iii) a national emergency declared under the National Emergencies Act; (iv) a hurricane warning as set forth and defined by the National Hurricane Center; (v) a partial or complete evacuation order by any governmental agency; (vi) federal or state "disaster area" status; (vii) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of any portion of the Property, including, without limitation, a fire, hurricane, tornado, civil unrest, or act of terrorism; (viii) an unanticipated set of circumstances, which, as determined in the discretion of the Board, using its best and reasonable business judgement, if not acted upon with immediacy, is likely to cause imminent and significant harm, injury, contagion or damage to any portion of the Property, the Association, Association property, members, and/or residents, including, without limitation a pandemic, epidemic or Public Health Emergency declared by public health officials.

ARTICLE XI.  
AMENDMENTS

Section 1. Amendments to these By-Laws shall be approved by the affirmative vote of not less than a majority of the eligible voting interests of this Association and a majority of the Board of Directors. All amendments shall be ~~certified by the Secretary~~ recorded in the Public Records.

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Secretary

THIS INSTRUMENT WAS PREPARED BY:  
KAYE BENDER REMBAUM, P.L.  
KERSTIN HENZE, ESQ.  
1200 PARK CENTRAL BOULEVARD SOUTH  
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION OF  
EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Articles of Incorporation of Edgewater Village Owners Association, Inc., as recorded in the Public Records of Broward County, Florida under Instrument #116776861, were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 30 day of August, 2021, at Broward County, Florida.

WITNESS 1:

[Signature]  
(Sign)  
Kelly Skoczdepole  
(Print)

Edgewater Village Owners Association, Inc.

By: Barbara V. De Marco  
Barbara DeMarco, President  
Print: Barbara V. De Marco

Attest: Fco RAMIREZ  
Javier Ramirez, Secretary

FRANCISCO JAVIER RAMIREZ  
Print

WITNESS 2:

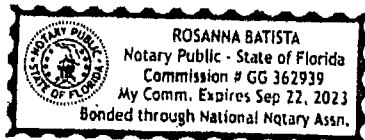
[Signature]  
(Sign)  
Abreu Anduris  
(Print)

STATE OF FLORIDA :  
: ss  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30 day of August, 2021, by Barbara DeMarco as President and Javier Ramirez as Secretary of Edgewater Village Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

My Commission Expires:

BY: [Signature]  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE  
Rosanna Batista  
Printed Name of Notary Public



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on September 27, 2021, to Articles of Incorporation for EDGEWATER VILLAGE OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 749954.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Fifth day of October, 2021



*Laurel M. Lee*

Laurel M. Lee

Secretary of State

AMENDMENTS  
TO THE ARTICLES OF INCORPORATION  
FOR  
EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",  
and unaffected language by "...")

ARTICLE II.  
PURPOSE

The purpose for which this Association is organized is to operate, administer and maintain portions of the property located within the plat of WATERSIDE, according to the plat thereof, recorded in Plat Book 101, Page 22, of the Public Records of Broward County, Florida, pursuant to the Declaration of Covenants and Restrictions, pertaining thereto which is to be recorded in the Public Records of Broward County, Florida. This Association shall also operate, administer and maintain such other property as may be submitted to such Declaration of Covenants and Restrictions, and as may be accepted as within the jurisdiction of this Association by resolution of its Board of Directors.

The property contained within the said plat shall hereinafter be referred to as "the Property" or "Edgewater Village."

This Association shall be operated on a non-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of the Property. This Association shall have the power to make such improvements, additions and alterations to the Property and the improvements thereon as may be necessary or desirable; to purchase and own personal property; to conduct and transact all business necessary and proper in the management, operation and maintenance of the Property; to enforce the restrictions, conditions and covenants created for the benefit of the Property, and to pay all expenses incidental thereto and to enforce the decisions and rulings of this Association as they pertain to the Property; to provide for the maintenance, repair and replacement of the recreational area, the landscaped sign areas, all other common areas, and all improvements located thereon, and as well as the exteriors of all residential units on the Property and all portions of each Lot (as defined specifically provided in the Declaration of Covenants and Restrictions) other than the portions thereof containing the interior of a residential unit; to pay taxes and assessments upon the recreational area and any other common areas; to promulgate rules and regulations governing the use and operation of the Property, including, without limitation, the recreational area, common areas, units and lots; to collect assessments and to pay all expenses in connection therewith; to maintain an office and pay all expenses in connection therewith; to obtain all licenses and pay all franchise taxes and governmental charges that are levied against the Association's property; to hold, own, enjoy, lease, operate and maintain and convey, sell, lease, transfer, mortgage, or otherwise encumber, dedicate for public use or otherwise dispose of real and personal property in connection with the business of this Association; to purchase such insurance as may be necessary or as is required by the Declaration of Covenants and Restrictions; to expend the money collected from assessments or other charges and other sums received by this Association for the payment and discharge of all proper costs, expenses and

obligations incurred by this Association in carrying out any and all of the purposes for which this Association is formed; to borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed; to do any and all lawful things which may be advisable, proper, authorized or permitted to be done by this Association in connection with the Property and to do and perform any and all acts which may either be necessary for or incidental to the exercise of any of the foregoing powers or for the peace, health, comfort, safety or general welfare of the members of this Association and to exercise such powers as are granted by the provisions of the laws of the State of Florida to a non-profit corporation, as they may be amended from time to time.

...  
ARTICLE VI.  
MANAGEMENT

The affairs of the Association shall be managed by a Board of Directors which shall elect a President, Vice-President, Secretary and Treasurer and such ~~assistants~~ other Officers as the Board may be deem desirable from time to time, all of whose qualifications shall be as set forth in the By-Laws, as may be amended from time to time.

...  
ARTICLE VIII.  
BOARD OF DIRECTORS

~~The first Board of Directors of this Association shall consist of three persons whose names and addresses are as follows:~~

RICHARD S. RUBIN  
7424 N.W. 75<sup>th</sup> Street  
Tamarac, Florida

DEBRA K. MINK  
6120 N.W. 26<sup>th</sup> Street  
Ft. Lauderdale, Florida 33313

GARY VALETTA  
Apartment 415, Building 2  
Sunrise Lakes Drive East  
Sunrise, Florida

~~The affairs of the Association shall be managed by a Board of Directors consisting of such number of Directors as provided in the By-Laws from time to time. The full membership of the Board of Directors shall be appointed by the Developer (as defined in the Declaration of Protective Covenants and Restrictions) so long as the Developer is a member of the Association, and the above named persons shall serve until their successors are appointed by the Developer. At such time as the Developer is no longer a member, the The Board shall be elected at the annual meeting of the members in accordance with the By-Laws of this Association. All Directors shall be Members of the Association or the spouse/domestic partner of the Member.~~

AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS OF EDGEWATER VILLAGE

THIS AMENDMENT to Declaration of Covenants and Restrictions of Edgewater Village amends that certain Declaration of Covenants and Restrictions recorded in Official Records Book 9178, Page 908 of the Public Records of Broward County, Florida.

Pursuant to Article XIV, E., Amendment of the Declaration of Covenants and Restrictions of Edgewater Village, the Owners amend said Declaration as follows:

1. Article XII, INSURANCE, shall be amended to read as follows:

THIS IS NOT AN  
ARTICLE XII  
INSURANCE

The Association shall obtain liability insurance in such amounts as the Board of Directors may from time to time determine for the purpose of providing liability insurance coverage for the common areas, including, but not limited to, the Recreational Area and other common areas, but in no event shall said coverage be less than the limits of \$500,000.00.

The Association shall keep insured the Recreational Area and other common areas and including fixtures and personal property owned by the Association, in and for the interest of the Association, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier or carriers if such insurance is available against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected or to be erected upon the Recreational Area; and shall also purchase flood insurance if required by holders of Institutional Mortgages encumbering the Recreational Area or by law. Any and all such insurance shall be purchased from an insurer having a Best Rating of not less than "AA."

All such insurance policies purchased by the Association hereunder shall be for the benefit of the Association. All such

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insurance and insurance carriers shall be subject to the approval of a majority of mortgagees holding the highest dollar amount of mortgages outstanding on the Recreational Area in Edgewater Village.

All premiums for all insurance required to be carried by the Association and all fees and expenses in connection therewith shall be deemed to be general expenses of the Association and shall be assessed by the Association against the Owners in the manner consistent with the assessment and collection of general expenses as provided in Article VI hereof.

In the event of casualty loss to the Recreational Area, the Association shall adjust such loss. The Association, using the proceeds of the aforesaid insurance, shall repair, replace and rebuild the damage to the Recreational Area caused by casualty loss. In the event that the insurance proceeds are insufficient to repair, replace and/or rebuild the damages to the Recreational Area caused by the casualty, the Association shall collect whatever additional monies are required for such repair, replacement and/or rebuilding in accordance with the original final plans for said improvements, by means of a special assessment against all Owners. In the event that insurance proceeds shall be greater than the amount required to repair, restore and/or rebuild the Recreational Area, the excess shall be deposited with the Association for the operation and maintenance of the Recreational Area or any common areas.

All insurance provided to be purchased by the Association shall be purchased by the Association through a master policy covering the Recreational Area and all common areas. Provision shall be made in the casualty insurance policy or policies for the issuance of mortgagee endorsements. Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in the mortgagee endorsements thirty (30) days written notice thereof.

Each Owner shall have the obligation to obtain insurance upon his lot and all improvements thereon. Such insurance shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier or

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carriers if such insurance is available against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to units similar in construction, location and use to the units erected or to be erected upon the property; and shall also purchase flood insurance if required by holders of Institutional Mortgages encumbering the Lot or by law. Any and all insurance shall be purchased from an insurer having a Best Rating of not less than "AA." Every Owner shall be required to furnish the Association with proof of such coverage. In the event an Owner does not provide the Association with proof of insurance, the Association shall have the right to purchase insurance on said Owner's lot and the improvements thereon, and to assess against said Owner the cost of such insurance. Owners may obtain coverage at their own expense upon their personal property, and for their personal liability and living expense.

All such insurance policies purchased by the Owners shall be for the benefit of the Association, the Unit Owner, and their mortgagees as their interests may appear. All such Owner's insurance and insurance carriers shall be subject to the approval of a mortgagee holding a mortgage outstanding on the Owner's Unit in Edgewater Village.

In the event of casualty loss to the Owner's Unit or improvements thereon, Owner shall repair, replace and rebuild the damage caused by the casualty loss. In the event that the insurance proceeds are insufficient to repair, replace and/or rebuild the damages caused by the casualty loss, the Association shall collect whatever additional monies are required for such repair, replacement and/or rebuilding in accordance with the original final plans for said improvements, by means of a special assessment against the Owner of the damaged Unit. The determination of the Board of Directors of the Association as to that portion of the deficiency to be assessed against individual Owners and as to which individual Owners are liable therefor shall be conclusive and binding. Each insurance policy required to be obtained by an Owner must provide that the

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OFF 13124 PAGE 978



insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in the mortgagee endorsements thirty (30) days written notice thereof.

Notwithstanding anything contained in this Article to the contrary, an Institutional Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of the Owner's insurance proceeds covering its mortgaged Unit, in the event: (a) its mortgage is not in good standing and is in default; or (b) the insurance proceeds are not sufficient to complete restoration, reconstruction, or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

The holder of any mortgage who in accordance with the provisions of such mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the Property secured by said mortgage, waives the right to such proceeds only if said proceeds are used pursuant to this Declaration to repair, replace or rebuild the Property which is subject to the mortgage lien. Said Institutional Mortgagee on such Unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the Unit or Units encumbered by its mortgage or mortgages and no such repairs, reconstruction or replacement shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

The Association may also purchase liability insurance covering the Association and its Directors and Officers, Workers' Compensation insurance where applicable, and such other insurance as the Board shall deem to be desirable. If the Board deems it desirable or necessary, the Association may appoint an insurance trustee to administer the provisions hereof relating to hazard insurance.

The foregoing Amendment was adopted by vote of not less than sixty (60%) percent of the voting interests of the members of

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the Association. This Amendment is made pursuant to Article XIV, E,  
this 6th day of January, 1986.

EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.

By: Arthur Turpel President

Attest: Dorinda Curran Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

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BEFORE ME, personally appeared Arthur Turpel  
the President, and Dorinda Curran  
the Secretary, of EDGEWATER VILLAGE OWNERS ASSOCIATION, INC., and  
they acknowledged before me that they executed the foregoing Amend-  
ment for the purposes therein expressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 6th day of January, 1986.

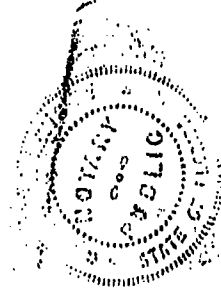
[Signature]

Notary Public  
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 13, 1990  
BONDED THRU FLORIDA NOTARY SERVICES

tn/4243e



OFF 13124 PAGE 980

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

SECOND AMENDMENT  
87458969 TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
EDGEWATER VILLAGE

THIS AMENDMENT to the Declaration of Covenants and Restrictions of Edgewater Village recorded in Official Records Book 9178, Page 908, et seq., of the Public Records of Broward County, Florida.

PURSUANT to Article XIV, Paragraph E and Paragraph F of the Declaration of Covenants and Restrictions of Edgewater Village, the said Declaration is amended as follows:

1. Article VI, Paragraph A shall be amended to read as follows:

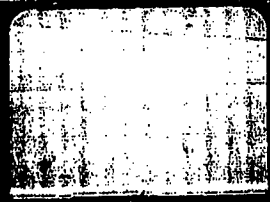
~~"A. GENERAL ASSESSMENTS.~~ General assessments shall be made quarterly, or at such intervals as determined by the Board, and shall be collected in advance. Such assessments shall be for the purpose of maintenance and management of the Association, its Property, all common areas and the Recreational Area, the portions of the Lots and Units required to be maintained by the Association, insurance premiums for fire, flood, and windstorm extended coverage, insurance on personal property, public liability insurance, legal, accounting, and management fees, operating expenses, utility charges, cleaning charges, landscape maintenance and sprinkler system maintenance and such other expenses and liabilities incurred by the Association in connection with the enforcement of its rights and duties against Members or others, including creation of reasonable contingencies for a reserve, and all other expenses deemed by the Board to be necessary and proper for the management, maintenance and repair of the Property and the enforcement of this Declaration. The Association shall annually estimate the total expenses for the ensuing calendar year in the form of a budget, and may assess its Members for sufficient funds to meet the budget estimate. If the Association determines that assessments made pursuant to the budget are not sufficient to pay the necessary expenses, or in the event of emergency, the Board shall

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*Handwritten initials/signature*



have the authority to revise the budget and levy and collect additional general assessments to meet the needs of the Association. All notices of assessments from the Association to the Members shall designate when assessments are due and payable. All general assessments shall be at a uniform rate for each Lot, so that each Lot shall be assessed equally; provided, however, that the Developer shall not be assessed for and shall not be required to pay assessments for any Lot or Platted Lot owned by the Developer, or for any Unit upon any Lot owned by the Developer and which has not been conveyed by the Developer to a third party. Developer may, but shall not be required to, contribute funds toward the payment of general assessments in order to make up any deficit incurred by the Association and in order to properly maintain the Property."

The foregoing Amendment was adopted by vote of not less than sixty (60) percent of the voting interests of the membership of the Association. This Amendment is made pursuant to Article XIV, Paragraph E and Paragraph F this 1st day of June, 1987.

EDGEWATER VILLAGE OWNERS ASSOCIATION,  
INC.

BY [Signature]  
DAN HANDLER, PRESIDENT

ATTEST:  
[Signature]  
BRIAN M. BERMAN, SECRETARY

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

BEFORE ME, personally appeared DAN HANDLER, the President and BRIAN M. BERMAN, the Secretary of Edgewater Village Owners Association, Inc., and they acknowledged before me that they executed the foregoing Amendment for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of June, 1987.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

Rebecca Adams  
NOTARY PUBLIC  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES: DEC. 3, 1990  
I AM A NOTARY PUBLIC UNDERWRITER

My Commission expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES: DEC. 3, 1990  
I AM A NOTARY PUBLIC UNDERWRITER

THIS INSTRUMENT PREPARED BY:

SMITH & BERMAN, P.A.  
2310 Hollywood Boulevard  
Hollywood, Florida 33020

PLEASE RECORD & RETURN TO: Hollywood, Florida 33020

BK 14918PC0575

THIRD AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
88188329 EDgewater Village

THIS AMENDMENT to the Declaration of Covenants and Restrictions of Edgewater Village recorded in Official Records Book 9178, Page 908, et seq., of the Public Records of Broward County, Florida.

PURSUANT to Article XIV, Paragraph E and Paragraph F of the Declaration of Covenants and Restrictions of Edgewater Village, the said Declaration is amended as follows:

1. Article VI, Paragraph A shall be amended to read as follows:

"A. GENERAL ASSESSMENTS. General assessments shall be made quarterly, or at such intervals as determined by the Board, and shall be collected in advance. Such assessments shall be for the purpose of maintenance and management of the Association, its Property, all common areas and the Recreational Area, the portions of the Lots and Units required to be maintained by the Association, insurance premiums for fire, flood, and windstorm extended coverage, insurance on personal property, public liability insurance, legal, accounting, and management fees, operating expenses, utility charges, cleaning charges, landscape maintenance and sprinkler system maintenance and such other expenses and liabilities incurred by the Association in connection with the enforcement of its rights and duties against Members or others, including creation of reasonable contingencies for a reserve, and all other expenses deemed by the Board to be necessary and proper for the management, maintenance and repair of the Property and the enforcement of this Declaration. The Association shall annually estimate the total expenses for the ensuing calendar year in the form of a budget, and may assess its Members for sufficient funds to meet the budget estimate. If the Association determines that assessments made pursuant to the budget are not sufficient to pay the necessary expenses, or in the event of emergency, the Board shall

BRIAN M. BREMAN, ESQ.  
2310 Hollywood Boulevard  
Hollywood, Florida 33020

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have the authority to revise the budget and levy and collect additional general assessments to meet the needs of the Association. All notices of assessments from the Association to the Members shall designate when assessments are due and payable. All general assessments shall be at a uniform rate for each Lot, so that each Lot shall be assessed equally. Developer may, but shall not be required to, contribute funds toward the payment of general assessments in order to make up any deficit incurred by the Association and in order to properly maintain the Property."

The foregoing Amendment was adopted by vote of not less than sixty (60) percent of the voting interests of the membership of the Association. This Amendment is made pursuant to Article XIV, Paragraph E and Paragraph F this 10 day of MAY, 1988.

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EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.

BY [Signature]  
DAN HANDLER, PRESIDENT

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

ATTEST:  
[Signature]  
BRIAN M. BERMAN, SECRETARY

BRIAN M. BERMAN, P.A.  
2310 Hollywood Boulevard  
Hollywood, Florida 33020

PLEASE RECORD & RETURN TO:

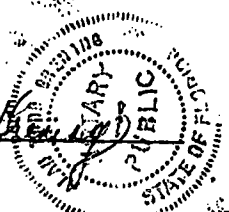


STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

BEFORE ME, personally appeared DAN HANDLER, the President and BRIAN M. BERMAN, the Secretary of Edgewater Village Owners Association, Inc., and they acknowledged before me that they executed the foregoing Amendment for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of MAY, 1988.

[Signature]  
NOTARY PUBLIC



My Commission expires: Notary Public, State of Florida at Large  
My Commission Expires March 17, 1992  
Bonded thru Huckleberry & Associates

THIS INSTRUMENT PREPARED BY:

SMITH & BERMAN, P.A.  
2310 Hollywood Boulevard  
Hollywood, Florida 33020

BK15431P60107

This instrument prepared by:  
(and to be returned to):  
IRVIN W. NACHMAN, ESQ.  
4441 Stirling Road  
Fort Lauderdale, Florida 33314

**NOTICE OF DESIRE TO PRESERVE THE DECLARATION OF COVENANTS &  
RESTRICTIONS OF EDGEWATER VILLAGE, AS AMENDED,  
PURSUANT TO FLORIDA STATUTES, CHAPTER 712**

*WHEREAS, the Declaration of Covenants & Restrictions of Edgewater Village was originally recorded on October 13, 1980 in Official Records Book 9178, at Page 908 of the Public Records of Broward County, Florida, affecting the following described real property:*

*All of the real property constituting WATERSIDE, according to the plat thereof recorded in Plat Book 101, Page 22 of the Public Records of Broward County, Florida, including all easements, reservations and restrictions shown on the said plat and less public rights-of-way as shown on said plat.*

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*WHEREAS, the Declaration of Covenants & Restrictions of Edgewater Village has been subsequently amended, with all such amendments having also been duly passed and recorded in the Public Records of Broward County, Florida;*

*WHEREAS, the Declaration of Covenants & Restrictions of Edgewater Village empowered the Edgewater Village Owners Association, Inc., whose address is c/o VIP Property Management Associates, Inc., 2531 Aragon Blvd., Sunrise, Florida 33322, to enforce the covenants and restrictions;*

*WHEREAS, the Edgewater Village Owners Association, Inc. desires to extend the existing covenants and restrictions for the longest term possible pursuant to Florida Statutes, Chapter 712, and to that end, has:*

- a. *called and held a meeting of the Board of Directors on October 16, 2003, at which time the Board of Directors voted by at least a two-thirds vote to extend the existing covenants and restrictions for the longest term possible; and*
  - b. *mailed or hand delivered the statutorily required Statement of Marketable Title Action to each of the members of the homeowners' association not less than seven days prior to the October 16, 2003 meeting, giving to each member notice of the meeting's time and place.*
- d

NOW THEREFORE, having complied with all of the statutory requirements set forth in Florida Statutes, Chapter 712, the Edgewater Village Owners Association, Inc. hereby files and records this, its Notice to preserve the existing Declaration of Covenants and Restrictions of Edgewater Village originally recorded in Official Records Book 9178, at Page 908, of the Public Records of Broward County, Florida, and as subsequently amended; together with an Affidavit of the appropriate member of the Board of Directors affirming that the homeowners' association complied with the requirements of the Marketable Record Title Act.

IN WITNESS WHEREOF, the appropriate corporate officers have signed and sealed these presents on this 16 day of October, 2003.

Signed, sealed and delivered in presence of:

EDGEWATER VILLAGE OWNERS ASSOCIATION, INC.

X [Signature]  
Print: Leon Oliva

By: [Signature], Pres.  
Jeannette Weissman, President

X [Signature]  
Print: Leonora Sinduslay

Attest:  
By: [Signature]  
Joseph Small, Secretary  
(Corporate Seal)

X [Signature]  
Print: Santo Anco

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, JEANNETTE WEISSMAN and JOSEPH SMALL, to me known to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same in their capacities as President and Secretary, respectively, of Edgewater Village Owners Association, Inc., a Florida Corporation, on behalf of the corporation. They are each personally known to me or provided \_\_\_\_\_ as identification.

WITNESS MY HAND AND OFFICIAL SEAL \_\_\_\_\_ of the County aforesaid this 16 day of October, 2003.

[Signature]  
Tracey S. Schnaitman  
Notary Public, State of Florida  
Expires Aug. 11, 2004  
Notary Public, State of Florida  
Printed Name: Tracey S. Schnaitman

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AFFIDAVIT IN SUPPORT OF  
MARKETABLE RECORD TITLE ACTION

STATE OF FLORIDA  
COUNTY OF BROWARD


I, JOSEPH SMALL, after having been first duly sworn, depose and say:

1. I am the Secretary of Edgewater Village Owners Association, Inc., and am personally familiar with the matters stated herein.
2. On October 9, 2003, I caused to be delivered to each member of the Association a copy of the Notice of the Meeting of the Board of Directors scheduled for October 17, 2003 at 7:00 p.m. at the Edgewater Village Clubhouse. Included with each Notice Package was a Statement of Marketable Title Action, a copy of which is attached hereto.

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FURTHER AFFIANT SAYETH NOT.

*Joseph Small*  
\_\_\_\_\_  
JOSEPH SMALL, AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME on this 16 day of October, 2003 by Joseph Small, Secretary of Edgewater Village Owners Association, Inc., who is personally known to me.

 *Tracey S. Schnaitman*  
 Tracey S. Schnaitman  
 Commission # CG 960980  
 Expires Aug 14, 2004  
 Bonded thru  
 Atlantic Bonding Co., Inc.

*Tracey S. Schnaitman*  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF FLORIDA  
 Printed Name: *Tracey S. Schnaitman*

STATEMENT OF MARKETABLE TITLE ACTION

The Edgewater Village Owners Association, Inc. (the Association) has taken action to ensure that the Declaration of Covenants & Restrictions of Edgewater Village, recorded in Official Records Book 9178, Page 908, of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF EDGEWATER VILLAGE OWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 18 day of February, 2014, by EDGEWATER VILLAGE OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of EDGEWATER VILLAGE OWNERS' ASSOCIATION, INC. in accordance with the Declaration of Covenants, Restrictions and Easements and related documents which were recorded in the Official Records in Book 9178, Page 908 of the Public Records of Broward County, Florida; and

WHEREAS at a duly noticed Meeting of the Members and the Board of Directors held on the 5th day of February, 2014 (the "Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, Amendment to Article VI, Section E. Non-Payment of Assessments of the Declaration of Covenants and Restriction were submitted to the Owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration and Bylaws and applicable Florida law, the proposed Amendment to Article VI, Section E. Non-Payment of Assessments of the Declaration of Covenants and Restrictions was approved by not less sixty percent (60%) of the voting interest of the Association at the Meeting with such vote consisting of not less than 76 affirmative votes.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~strikeout~~, additions by underlining.

3. Article VI, Section E. Non-Payment of Assessments of the Declaration of Covenants and Restrictions of Edgewater Village Owners' Association, Inc. is amended as follows:

(Deletions indicated by ~~strikeout~~, additions by underlining)

(1) Amendment to Article VI, Section E. Non-Payment of Assessments of the Declaration:

E. Non-Payment of Assessments. If any assessment is not paid when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, including attorney's fees at all trial and appellate levels, become a continuing lien on the lot against which such assessment is made. Such lien shall bind such Lot and the Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied. Such lien shall be effective upon the recording in the Public Records of Broward County, Florida, of a certificate executed by the Association setting forth the amount due as of the date the certificate is signed.

The Association may file suit against the Owner personally or may foreclose the lien against the lot. The Association shall be entitled to all costs and attorney's fees at all trial and appellate levels.

The lien for assessments and any other liens provided in this declaration shall be subordinate to the lien of any Institutional Mortgage; provided, however, that such subordination shall apply only to assessments which became due and payable prior to the sale or transfer of the Lot in question pursuant to a decree of foreclosure or a deed in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any such unpaid share of assessment shall be deemed to be assessments collectible from all other lots in Edgewater Village.

In the event of a foreclosure by an Institutional Mortgage of a first mortgage encumbering a Lot, the Purchaser of such Lot at the foreclosure sale, shall ~~not be liable for the entire~~ unpaid portion of the assessments attributable to such lot for the period prior to ~~and ending with~~ the date of the foreclosure sale. The Purchaser of such Lot shall also be liable for any and all assessments levied following the date of purchase of such Lot. The foregoing provision shall also be applicable to the conveyance of a Lot to an Institutional Mortgage in lieu of foreclosure. The foregoing exception from payment of assessments is in addition to and in no way restrictive of the additional exemptions granted herein to mortgagees under the provisions of Article XII hereof.

Except, as set forth above, all other terms and conditions of the Declaration of Covenants and Restrictions, By-Laws and Rules & Regulations shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the undersigned have set hands and seal this 21 day of Feb, 2014.

Witness

By: R Batista  
Print: ROSANNA BATISTA

EGEWATER VILLAGE OWNERS' ASSOCIATION, INC.

By: M. Blackwelder  
Print: M. Blackwelder

By: Lori McCormick  
Print: Lori McCormick  
Title: President

By: \_\_\_\_\_  
Print: \_\_\_\_\_

By: Fco. Ramirez  
Print: JAVIER RAMIREZ  
Title: Secretary

By: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 21 day of February, 2014 by Lori McCormick as President and by Javier Ramirez as Secretary, respectively of Edgewater Village Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced personally known as identification and did/did not take an oath

Migdalia Hernandez  
Signature of Notary

My commission expires: 2/23/2015

