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RETURN TO:

WEDGEWOOD OWNERS' ASSOCIATION, INC.
c/o KENNETH L. BUCKEL, SECRETARY
2048 BERRY ROBERTS DRIVE
SUN CITY CENTER, FL 33573

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEDGEWOOD OWNER'S ASSOCIATION, INC.

Amended as to Exhibit C (Amended and Restated Articles of Incorporation) and Exhibit D (Amended and Restated By-Laws) only to conform to the previously recorded Amended and Restated Declaration of Covenants and Restrictions for Wedgewood Owners' Association, Inc., Recorded on 6/11/2019 in Hillsborough County, Instrument #2019246513, Book 26693, Pages 1367-1421, and duly approved at the membership meeting held on December 12, 2019 in accordance with Chapter 720 Florida Statutes.

Signed, Sealed and Delivered in the presence of:

WEDGEWOOD OWNERS' ASSOCIATION, INC.

James M. Lee
Name: James M. Lee

Rebecca Scaringe
Rebecca Scaringe, President

Signed, Sealed and Delivered in the presence of:

ATTEST:

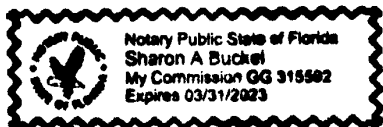
Dallan L. Wilson
Name: DALLAN L. WILSON

Kenneth L. Buckel
Kenneth L. Buckel, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of December, 2019, by Rebecca Scaringe as President and Kenneth L. Buckel as Secretary respectively of Wedgewood Owners' Association, Inc. who did take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Declaration of Covenants and Restrictions for Wedgewood Owners' Association, Inc. and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 12th day of December, 2019.



Sharon A. Buckel
Notary Public, State of Florida
My commission expires: 3/31/2023

INSTRUMENT#: 2019246513, BK: 26693 PG: 1367 PGS: 1367 - 1421 06/11/2019 at 04:45:34 PM, DEPUTY CLERK: MTERRELL Pat Frank, Clerk of the Circuit Court Hillsborough County

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Prepared by and Return to:
Eric N. Appleton, Esq.
Appleton Reiss, PLLC
501 E. Kennedy Blvd. #802
Tampa, FL 33602

CERTIFICATE OF AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEDGEWOOD OWNERS' ASSOCIATION, INC.

This Amended and Restated Declaration of Covenants and Restrictions for Wedgewood Owners' Association, Inc. is effective as of the date of recording this certificate, and amends and restates the Declaration of Covenants and Restrictions of Wedgewood, originally recorded at Official Records Book 5547, Page 705, in the Public Records of Hillsborough County, Florida, and as duly amended thereafter, and it restates the covenants, conditions, easements, charges, assessments, affirmative obligations and liens applicable to the Property, as defined herein.

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions of Wedgewood was originally recorded at Official Records Book 5547, Page 705 of the Public Records of Hillsborough County, Florida (hereinafter "Declaration"); and

WHEREAS, a Certificate of Amendment to the Declaration of Covenants and Restrictions for Wedgewood was recorded at Official Records Book 24032, Page 704 of the Public Records of Hillsborough County, Florida; and

WHEREAS, a Notice of Preservation of the Declaration was recorded at Official Records Book 24477, Page 821 of the Public Records of Hillsborough County, Florida; and

WHEREAS, a Certificate of Amendment to the Bylaws of Wedgewood Owners' Association, Inc. was recorded at Official Records Book 25506, Page 1186 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Articles of Amendment to the Articles of Incorporation of Wedgewood Owners' Association, Inc. were filed with the Florida Department of State, Division of Corporations on January 24, 2018; and

WHEREAS, the Declaration may be amended upon the affirmative vote of seventy-five percent (75%) of those Members who are voting in person or by proxy at a duly noticed Membership meeting where a quorum is present;

NOW, THEREFORE, Rebecca Scaringe, as President, and Kenneth Buckel, as Secretary, of Wedgewood Owners' Association, Inc., do hereby certify that, in order to update

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the Declaration and ensure that the Properties are administered by a single set of covenants, conditions, and restrictions that are administered by a single mandatory homeowners' association with lien rights subject to Chapter 720, Florida Statutes, by the approval of the Board of Directors and the Members of the Association, the following Amended and Restated Declaration of Covenants and Restrictions for Wedgewood Owners' Association, Inc. was duly approved at the membership meeting held on November 30, 2018 and further approved by interested lenders with mortgages of record in Hillsborough County public records in accordance with the Declaration and Section 718.110(11), Florida Statutes.

Signed, sealed and delivered in the presence of:

Deborah Chilson
Print name: Deborah Chilson

Carol Yudofsky
Print name: Carol Yudofsky

WEDGEWOOD OWNERS' ASSOCIATION, INC.

By: Rebecca Scaringe
Rebecca Scaringe, President

Signed, sealed and delivered in the presence of:

Deborah Chilson
Print name: Deborah Chilson

Carol Yudofsky
Print name: Carol Yudofsky

ATTEST:

By: Kenneth Buckel
Kenneth Buckel, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6th day of June, 2019, by Rebecca Scaringe, as President and Kenneth Buckel, as Secretary respectively, of Wedgewood Owners' Association, Inc. who are personally known to me ~~or have produced~~ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Declaration of Covenants and Restrictions for Wedgewood Owners' Association, Inc. and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 6th day of June, 2019.



Sharon A. Buckel
NOTARY PUBLIC, State of Florida
My Commission Expires: 3/31/2023

Bk 26693 Pg 1369

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AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WEDGEWOOD OWNERS' ASSOCIATION, INC.

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WEDGEWOOD OWNERS' ASSOCIATION, INC.**

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- B - Common Property Description
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WEDGEWOOD OWNERS' ASSOCIATION, INC.**

ARTICLE I: DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Article" means the Articles of Incorporation of the Association, as from time to time amended.

Section 2. "Association" means Wedgewood Owners' Association, Inc. a Florida corporation not-for-profit, organized, pursuant to Chapter 720, Florida Statutes.

Section 3. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 4. "By-Laws" means the By-Laws of the Association, as from time to time amended.

Section 5. "Community Association" means the Sun City Center Community Association, Inc., formerly known as the Sun City Center Civic Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

Section 6. "Community Association Member" means a Resident who holds membership in the Community Association pursuant to Article IX of this Declaration.

Section 7. "Committee" means Architectural Control Committee established pursuant to Article IV herein.

Section 8. "Common Household" means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than four (4) persons not all so related, if any, maintaining a common household in a Unit.

Section 9. "Common Property" or "Common Properties" mean any portion of the Property now or hereafter owned by the Association or designated herein or on the plat of the Property recorded in Plat Book 67, Page 6 of the Public Records of Hillsborough County, Florida (the "Plat") as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). The Common Property is more fully described in Exhibit "B" attached hereto.

Section 10. "Declaration" means this Amended and Restated Declaration of Covenants and Restrictions for Wedgewood Owners' Association, Inc., as from time to time amended.

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Section 11. "Developer" means Sun City Center Corp., a Delaware corporation, and its successors.

Section 12. "Documentation" the legal documentation of the Association consisting of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing hereafter made.

Section 13. "Homeowner" or "Member" means any person or entity who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally.

Section 14. "Interpretation". Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must" and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 15. "Lot" means each numbered parcel as established by the recorded plat(s) of the Property.

Section 16. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

Section 17. "Person" means any natural person or legal entity having capacity, including but not limited to a corporation, limited liability company or trust.

Section 18. "Resident" means an occupant of a Unit.

Section 19. "Unit" or "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Common Household, as herein above defined.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration and more particularly described in the subdivision plat of Sun City Center Unit 52 recorded at Plat Book 67, Page 6 of the Public Records of Hillsborough County, Florida shall hereinafter be referred to as "Property". The

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metes and bounds description for the Property is more fully described in Exhibit "A" attached hereto.

Section 2. Restrictions on Leasing. No Lot may be leased or rented without the prior written approval of the Association's Board of Directors. For the purposes of this section "lease" or "leasing" shall be defined as occupancy of a Lot by a person who does not have a permanent residence elsewhere while the Homeowner resides elsewhere, or occupancy of the Lot by a person who is residing in the Lot in exchange for consideration.

(a) No Lot may be rented or leased during the first two (2) years of ownership of that Lot or Lot by the Homeowner, without prior written consent of the Association's Board of Directors. The foregoing restriction shall not apply to any Lot owned by the Association as the result of a foreclosure of its lien or the acceptance of a deed in lieu of foreclosure.

(b) No Lot may be leased or rented for a period of less than twelve (12) months and the signature of the landlord(s) and tenant(s) on the lease shall be notarized.

(c) Subleasing or leasing less than the entire Lot or Dwelling thereon is prohibited. No bed and breakfast facility or boarding house may be operated out of a Lot. Individual rooms of a Lot may not be leased on any basis. No transient tenants may be accommodated on any Lot. The use of a home as a hotel, motel, vacation residence, temporary housing for a fee (such as that offered by Airbnb or VRBO), or similar lodging of any kind is prohibited. Advertising a Lot or Dwelling for such occupancy shall also be deemed a violation of this Section. Only persons listed on the lease may reside at the Lot.

(d) A Homeowner shall be responsible for his or her tenant's actions, conduct and compliance with the covenants and conditions contained in this Declaration. A Homeowner is also responsible for providing his or her tenant with a copy of the Association's governing documents at the Homeowner's sole cost and expense.

(e) No Lot may be temporarily or permanently occupied by a "sexual offender" or "sexual predator" (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered from time to time). Any sexual offender or sexual predator properly residing at a Lot at the time of the adoption of this restriction shall be allowed to continue at the Lot despite the foregoing limitation, provided the individual is registered with the Association's Board of Directors within thirty (30) days following the adoption of this restriction and following notice to all Homeowners of the need for registration of any occupants who are subject to this provision.

(f) No Lot shall be approved for a lease if the Homeowner is delinquent in payment of any assessments to the Association.

(g) The restrictions of this section shall take effect upon being recorded in the public records of Hillsborough County, Florida, and it shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of recording shall continue in force until the expiration of its term. An amendment or renewal of an existing lease which lease

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is in effect at the time this restriction is recorded in the public records of Hillsborough County, Florida, shall be subject to the restrictions of this Section.

(h) In addition to any and all other remedies provided in this Declaration and Florida Statutes, if any Homeowner or tenant fails to comply with the restrictions in this Section, the Association shall have the power to issue notices and evict the tenant from the Lot as if the Association were the Landlord under Chapter 83, Florida Statutes. Each Homeowner covenants and agrees that any lease shall incorporate or be deemed to incorporate the foregoing provision concerning the Association's authority to evict a non-compliant tenant.

(i) The Board of Directors may adopt reasonable rules and regulations governing leasing and the procedures for leasing applications.

ARTICLE III: PROPERTY RIGHTS, EASEMENTS AND RESTRICTIONS

Section 1. Appurtenances. Appurtenances shall mean those rights, privileges and property that are considered incidental to that property for purposes such as passage of title, conveyance or inheritance. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article unless this Article expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.

Section 2. Utility Easements. Developer identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property; and Developer granted such utilities and easements for such purpose. The location and extent of such easements are as shown on the plat (recorded or to be recorded) of the Property or such other instrument defining them. In addition to the above, Developer reserved unto itself and its successors and assigns an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of a two-way communication and security system. Such utilities as well as the Developer's, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

Section 3. Common Properties. Subject to the provisions of sub-section (b) below, every Homeowner shall have a non-exclusive right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot situated within Wedgewood.

(a) Extent of Members' Easement. The rights and easements of enjoyment created herein, shall be subject to the following:

(i) The right of the Association to limit the use of the Common Properties to Homeowners, their families and guests;

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(ii) The right of the Association to suspend the voting and enjoyment rights of a Homeowner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;

(iii) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners. No such dedications or transfer shall be effective unless such dedication or transfer is approved by the affirmative vote of seventy five percent (75%) of those Members who are voting in person or by proxy at a duly noticed meeting of the Membership where a quorum (30%) is present, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership by majority vote of the Board.

(iv) The right of the Association to impose reasonable covenants and restrictions in respect to the maintenance and use of the Common Properties and the Lots, in addition to those set forth herein.

(b) Extension of Rights and Benefits. Every Homeowner shall have the right to extend the rights and easements of enjoyment vested in him under this Article, with the exception of the right to vote, to each of his tenants and to each member of his family who resides with him and to such other persons as may be permitted by the Association.

Section 4. Lots. The following covenants, restrictions and easements are hereby imposed on each Lot.

(a) General Restrictions. The following easements and restrictive covenants are easements and restrictive covenants running with the land and are binding upon all Homeowners and their successors, assigns, tenants, guests and invitees:

(i) The Lots shall be used only for single-family residential purposes, and no professional business or commercial use shall be made of the same, or any portion thereof, provided further that nothing herein shall be construed in such a manner as to prohibit a Homeowner and his or her tenant from: (a) maintaining a personal professional library therein; (b) keeping personal, business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom.

(ii) Each Unit, if occupied, shall be occupied by at least one (1) person fifty-five (55) years of age or older. If an occupant fifty-five (55) years of age or older dies, another current occupant (e.g., surviving spouse, partner, sibling, etc.) under fifty-five years of age may continue occupying the Unit at the discretion of the Board. No children under the age of eighteen (18) years shall occupy any Unit provided however,

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that such children may visit and temporarily occupy such Unit for periods not to exceed thirty (30) days in any calendar year.

(iii) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No flammable, combustible or explosive fluid or chemical substance shall be kept on any Lot except such as are required for normal household use and same shall be kept within the Dwelling constructed on said Lot. No Homeowner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot which may increase the rate of insurance as to other Homeowners or to the Association.

(iv) No structure of a temporary character, trailer, POD, basement, tent, shack, garage, barn, shed, storage facility, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, without the prior written approval of the Board of Directors.

(v) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view on non-trash pickup days and in a manner as required by the Association and the applicable ordinances of Hillsborough County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of public view.

(vi) No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities and prior approval of such system as installed shall be obtained from the Committee and such governmental agencies.

(vii) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities. Prior approval of such system as installed shall be obtained from the Committee and such governmental authorities.

(viii) There shall be no alteration, addition or improvement of any Common Properties, except as provided in this Declaration. No person shall use the Common Properties, or any part thereof, in any manner that does not comply with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association.

(ix) Residents shall be permitted to park no more than one (1) pick-up truck at his or her Lot if the pick-up truck is owned by the Resident, has no more than four (4) wheels and has a carrying capacity of three-fourths (3/4) ton or less. No trucks with more than four (4) wheels or with carrying capacity of more than three-fourths (3/4) ton, boats, boat trailers, trailers, campers, commercial vehicles, recreational vehicles, etc.

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may be parked on driveways or any private property within the subdivision, except for delivery purposes only, without the prior written consent of the Board. For purposes of this paragraph, a "commercial vehicle" is one bearing lettering, coloring, markings, logos or signage of a trade or occupation of the driver or owner of the vehicle or trailer. Resident-owned vehicles that have been allowed by the Board prior to the recording of this amendment shall be grandfathered. Storage of tools, ladders, trash, equipment or any other materials in truck beds shall be concealed from street view. No motor vehicle repair work shall be conducted on any Lot. Parking in a way that blocks the sidewalk is prohibited.

(x) The Board of Directors of the Association may adopt and amend from time to time rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Properties and governing and restricting the use and maintenance of the Lots and improvements and landscaping therein, provided, however, that copies of the Board's proposed rules and regulations are furnished to each Homeowner prior to the time same became effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration. To the extent that a Homeowner obtained written approval from a prior Board of Directors for an existing condition on his or her Lot, said condition may be grandfathered in and allowed to remain on the Homeowner's Lot even if it violates a new rule approved by the current or future Board of Directors. This grandfather provision will only apply to newly passed rules governing the use and maintenance of the Lots and improvements and landscaping therein and will not apply to any rules governing the operation, use, maintenance, management and control of the Common Properties.

(xi) No mail boxes of any type shall be placed upon any Lot affixed to any Dwelling unless the design has been approved by the Committee prior to installation.

(xii) Except to the extent required to be permitted under applicable law, no exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed upon the exterior of any Dwelling or visible from the exterior of the Dwelling without the prior written approval of the Architectural Review Committee. The Board of Directors may pass, amend and rescind rules and regulations regarding satellite dishes provided said rules and regulations are consistent with the 1996 Telecommunications Act and will not prevent a Homeowner from obtaining a sufficient signal. A Homeowner who installs an antenna or satellite dish shall be responsible for maintenance, repair, and replacement of the same.

(xiii) There shall be no wall or window type air conditioning unit(s) in any Dwelling.

(xiv) No Lot shall be increased in size by filling in any water it may abut. The elevation of a Lot shall not be changed so as to materially affect the surface

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elevation or grade of the surrounding Lots or Parcels without the prior written approval of the Committee and in accordance with applicable county and city ordinances.

(xv) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless pre-approved by the Committee. No more than ten percent (10%) of any Lot shall be planted, covered or maintained in any material other than grass or other natural, living vegetation, unless pre-approved by the Committee. The use of Florida Friendly plants and landscaping is permitted.

(xvi) No garage shall be permanently enclosed or converted to other use without the substitution of another garage constructed upon the Lot which will be used for parking. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the Committee is obtained, the driveway base shall be concrete. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior approval of the Committee.

(xvii) No fence may be installed or erected on any Lot. No clothesline shall be installed in the yard of any Lot, except in the rear yard of a Dwelling. Owners shall take action to ensure clotheslines are concealed from public view to the extent possible. From time to time, the Board may adopt additional standards and guidelines concerning the installation and appearance of antennae and clotheslines, which shall be consistent with applicable laws.

(xviii) No sign of any kind shall be displayed in public view on any Lot, except for the following:

(1) The Homeowner may place no more than one (1) "For Sale" or "For Rent" sign no greater than two feet by four feet (2' x 4') in dimensions on his or her Lot.

(2) The size, design and timing of the permitted signage referenced above shall be subject to the prior approval by the Committee.

(xix) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any Lot unless required under applicable law, with the exception that two (2) common household pets, such as dogs and cats, may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that all pets must be kept on leashes when outside of the Dwelling. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this paragraph, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person or other pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice by the Association to the owner of the pet or to the owner of the Lot containing such pet.

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(b) Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge any duty imposed, or to exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner during daylight hours and the entry may be only upon reasonable notice to the Homeowner/occupant. Entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

(c) General Easements. In the event that any part of any Unit encroaches or shall hereafter encroach upon any part of any other Lot or the Common Property, valid easements for the maintenance of such encroachments are hereby established and shall exist provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Homeowner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Unit of another Homeowner and if it occurred due to the willful conduct of any Homeowner.

Section 5. Ingress and Egress. Each Homeowner shall have a perpetual unrestricted easement over and through the Common Property for the purpose of ingress and egress from his Lot, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

ARTICLE IV: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every Lot:

Section 1. Appointment of Architectural Control Committee. The Board shall endeavor to appoint three (3) to five (5) members to serve on the Committee for purposes of enforcing the restrictions set forth in this Declaration, which upon appointment, shall assume and be responsible for enforcement.

Section 2. Architectural Restrictions and Approval Process.

(a) For the purpose of further ensuring the maintenance of the Property as a residential area of highest quality and standard, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Committee shall have the discretion to control and approve the exterior construction, remodeling, or additions to the Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth herein.

(b) No Dwelling, building, fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached

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from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made unless and until building plans and specifications covering same, showing such information as may be required by the Committee have been submitted to and approved in writing by the Committee. The Committee may require that all architectural, remodeling and landscape plans be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. The Committee shall have the right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

(c) As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Homeowner's cost.

(d) All structures and improvements must be built to comply substantially with the plans and specifications as approved by the Committee.

(e) In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Homeowner in writing detailing the reason(s) for disapproval. In passing upon such building plans and specifications, lot-grading plans and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built to the Lot upon which it is proposed to be erected same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring Lots. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

Section 3. Referral to the Board. If the Committee receives an application request from a Homeowner for construction or remodel work not specifically addressed in the above guidelines, the Committee shall submit the Homeowner's application and the accompanying plans, along with the Committee's recommendation, to the Board for its consideration and approval of same. In such instances, a majority vote of the Board is required to approve the Homeowner's request.

Section 4. Appeal Process. In the event the Committee rejects a proposed change, the Homeowner shall have the right of appeal to the Board. Such appeal must be submitted in writing and received by the Board within thirty (30) days of the date of the Committee's notice of disapproval. The appeal must address all reasons given by the Committee in its written

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notification of disapproval. A two-thirds (2/3) vote of the Board is required to overturn the Committee's decision.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** All Lots shall be subject to assessments under Article VIII of this Declaration. Every Homeowner of a Lot shall become a member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a member. A Homeowner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Homeowner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession if such assignment complies with Florida law.

Section 2. **Voting.** The Association shall have a single class of voting membership.

Section 3. **Co-Ownership.** If more than one person owns an interest in any Lot, all such persons are members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Co-owners shall file a voting certificate designating the individual who is entitled to vote at future meetings on behalf of the co-owners. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4. **Amplification.** The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration. The Declaration shall be interpreted, construed, applied, and enforced in a manner to avoid inconsistencies or conflicts with the Articles and By-Laws. If such conflict necessarily results, however, the provisions of this Declaration control over conflicting provisions of the Articles or By-Laws.

ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **Association.** The Association shall have the right to enact and amend from time to time rules and regulations, governing the use and maintenance of the Lots and Common Properties located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay real property ad valorem taxes on any Common Properties if said taxes are billed to the Association as differentiated from being billed to the Homeowner and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for maintaining equipment as may be necessary for maintenance, repair, upkeep and replacement of any Common Properties and facilities which

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may be located thereon. The Association's maintenance obligations and duties shall be limited to the following:

(a) Notwithstanding the foregoing, the Association may, but is not obligated to, employ security guard(s) or a security guard service. If a security guard(s) or security guard service is employed by the Association, the Board of Directors shall determine, in their sole discretion, the schedule and cost of expense of same.

(b) The Association shall maintain the Common Properties owned by the Association (including but not limited to the Common Property described on Exhibit B attached hereto and made a part hereof) and pay the real property ad valorem taxes and governmental liens assessed against said Common Properties to the extent the taxes are billed directly to the Association. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in their sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens and such amount as they determine should be paid by the Association shall be levied as a special assessment pursuant to Article VIII of this Declaration.

(c) In the event the Association in the future acquires any Common Properties, the Association shall obtain, maintain and pay the premiums for the hazard insurance, flood insurance, liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

(i) Hazard insurance covering all Common Properties, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of projects, including those covered by the standard "all ride" endorsement. The policy shall cover 100% of the current replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available), construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the project is destroyed by an insured hazard), and steam boiler coverage providing at least \$50,000 coverage for each accident at each location.

(ii) Flood insurance covering the Common Property buildings and any other common personal property, if any part of the project is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the lesser of (i) 100% of the current replacement cost all of buildings and insurable property within the flood hazard area or (ii) the maximum coverage available for the Property under the National Flood Insurance Program.

(iii) Comprehensive general liability insurance covering all Common Properties and any other areas under the Association's supervision including public ways and commercial spaces owned by the Association. The policy must provide coverage of

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at least \$1,000,000 for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Properties and other areas under the Association's control and any legal liability resulting from law suits related to employment contracts to which the Association is a party. The policy must provide for at least ten (10) days' written notice by the insurer to the Association prior to cancellation or substantial modification.

(iv) Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association an obligee and shall cover the greater of (i) the maximum funds that will be in the custody of the Association or its management agent while the bond is in force and (ii) the sum of three (3) months' General Assessments on all Lots plus the Reserve Fund.

(d) The Association shall care for and maintain any entry way walls and signage identifying the Wedgewood subdivision and any landscaping which is located on any landscaping easement, road right-of-way or Common Property.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association. A regular assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board of Directors.

Section 2. Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

Section 3. Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as heretofore granted by Developer.

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Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

(b) Easements over, under, across and through each Lot are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they performed.

(c) The easement area of each Lot and all improvements in it shall be maintained by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VII: MAINTENANCE OF UNITS AND LOTS

(a) Homeowners. Each Homeowner shall be responsible for the maintenance, repair and replacement of all improvements on his Lot and such other areas as are provided herein.

(b) Failure to Maintain Lots. In the event a Homeowner of any Lot shall fail to maintain or repair the Lot, the Improvements thereon or the landscaping thereon, if any, within 30 days written notice of same, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, any improvements thereon and the landscaping thereon. The cost of same shall be added to and become part of the assessment to which said Lot is subject and said cost shall be a lien upon said Lot with the same force and effect and the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

ARTICLE VIII: COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. Each Homeowner of any Lot by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant, to pay to the Association:

- (a) A General Assessment, as defined in Section 2 of this Article; and
- (b) A Special Assessments, as defined in Section 4 of this Article; and
- (c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 5 of this Article; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

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All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made as provided in Section 10 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Homeowner(s) of such Lot when such assessment fell due.

Section 2. Purpose of Assessments: General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration, the Articles of incorporation and By-Laws of the Association. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association.

Section 3. Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be fixed by the Board of Directors at least thirty (30) days in advance of each General Assessment period, and shall be based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the General Assessment should be given to every Homeowner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The General Assessment must be payable in equal monthly installments without interest until delinquent, and pre-payable in whole at any time or times during the applicable assessment period without penalty or other consideration. At the discretion of the Board of Directors, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected each month.

Section 4. Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

Section 5. Specific Assessments. Any and all accrued, liquidated indebtedness of any Homeowner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for 30 days after written notice.

Section 6. Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform.

Section 7. Lien for Assessment. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all

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sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such Notice of Lien will affect the existence or priority of the Association's lien.

Section 8. Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or assessment against a specific Lot have been paid and, if not, the unpaid balance.

Section 9. Remedies of The Association. Any assessment not paid within 30 days after its due date bears interest at the rate of eighteen percent (18%) per annum or such other rate as may be from time to time determined by the Board provided however, that such rate shall not exceed the maximum rate allowed by law. The Association may bring an action at law against the Homeowner personally obligated to pay such assessment, or foreclose its lien against such Homeowner's Lot. No Homeowner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 10. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by Judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a pro-rata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

Section 11. Subordination of Lien. Except where a notice of lien has been filed in the public records prior to the recording of a valid first mortgage the lien for the assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Lot does not affect the assessment lien. The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not

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required to pay, any amounts secured by the lien established by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority. Notwithstanding anything to the contrary contained in this Declaration or Florida Statutes, as amended from time to time, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of the Lot's unpaid assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or 1% of the original mortgage debt. The foregoing limitation on assessment liability shall only inure to the benefit of a first mortgagee, or its successor or assignee, which shall not include a party who purchases a Lot at an auction or public sale ordered by any court. Other than the Association or a first mortgagee, or its successor or assignee, each owner of a Lot, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous owner(s) for all unpaid assessments, including late fees, interest, costs of collection, court costs and legal fees, that have accrued on an account or came due up to the time of transfer of title. This liability is without prejudice to any right the present owner of the Lot may have to recover any amounts paid by the present owner from the previous owner(s), excluding the Association or a first mortgagee, or its successor(s) or assignee(s). The limitations on first mortgagee liability provided by this Section apply only if the first mortgagee filed suit against the Lot or Homeowner and initially joined the Association as a defendant in the first mortgage foreclosure action.

Section 12. Homesteads. By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the Improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 13. Reserve Fund. In the event the Association in the future acquires any Common Properties, then the Association shall maintain a Reserve Fund to be used solely for making expenditures in connection with the Common Properties (the "Reserve Fund"). The Board shall determine the appropriate level of the Reserve Fund based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose that percentage of the General Assessment which shall be added to the Reserve Fund and each Homeowner shall be deemed to make a contribution to the Association equal to such percentage multiplied by each installment of the General Assessment paid by such Homeowner.

ARTICLE IX: MEMBERSHIP IN COMMUNITY ASSOCIATION

Section 1. Membership. Each Resident (not exceeding two Residents, unless otherwise provided by the Board of Directors of the Community Association) of a Unit which is subject to assessment pursuant to Section 2 of this Article, is hereby declared to be a Community

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Association Member. Community Association Membership is appurtenant to and shall not be separated from a Unit. Each Homeowner, by acceptance of a deed or other conveyance of the Unit thereby, whether this Declaration or such mention is made a part of, incorporated by reference in, or expressed in such deed or conveyance, subjects his Unit to all of the obligations, burdens and benefits of this Article and thereby subjects said Unit and the Community Association Members connected with such Unit to all rules, regulations and authorities of the Community Association, its articles of incorporation and by-laws.

Section 2. Creation of the Lien and Personal Obligation for Assessments.

(a) Each Homeowner (excluding Declarant, its affiliates, the Association and the Community Association) by acceptance of a deed to a Unit, whether or not it shall be so expressed in such deed or other conveyance for a Unit, hereby covenants and agrees and shall be deemed to covenant and agree, personally and unconditionally, and if there is more than one Homeowner of such Unit, jointly and severally, to pay to the Community Association such assessments as are levied by the Community Association. Such assessments, together with interest thereon and the cost of collection, if any, as provided in the articles of incorporation and by-laws of the Community Association shall be a charge and a continuing lien upon the Unit against which such assessment is made and upon the membership(s) appurtenant thereto. Each such assessment, together with such interest and costs thereon, shall also be a personal obligation of the Homeowner who was the Homeowner of such Unit at the time when the same fell due.

Section 3. Non-Payment of Assessments.

(a) Any assessment or installment thereof levied by the Community Association which is not paid when due shall be delinquent. In the event of a delinquent installment of any such assessment, the Board may, upon ten (10) days' notice to the Homeowner, accelerate the maturity of all remaining installments due with respect to the then current budget year.

The Community Association shall have a lien for unpaid assessments, together with interest thereon, against such Unit and on all tangible personal property located within the Unit, subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Community Association incidental to the collection of such assessments, or the enforcement of such lien, together with all sums advanced and paid by the Community Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Community Association in order to preserve and protect its lien, shall be payable by the Homeowner of the Unit and secured by such lien. The Community Association may take such action as it deems necessary to collect such assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interest. The Community Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid, all sums due as provided herein, covered by the lien enforced.

(b) Whenever a person acquires title to a Unit through foreclosure of a first mortgage or deed in lieu of foreclosure of a first mortgage, he shall not be liable for the

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assessments levied by the Community Association with respect to such Unit or chargeable to the former Homeowner of such Unit; if (i) said assessments became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure of a first mortgage, and (ii) such assessments are not secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid assessments shall be deemed to be an expense of the Community Association collectible from Assessments levied by the Community Association. Notwithstanding the foregoing, such sale or transfer shall not relieve the Unit and the acquirer, his successors and assigns, from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment.

(c) Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, or acceptance of a deed in lieu of foreclosure of a first mortgage, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law (including purchasers at judicial sales), shall be liable for the payment of any unpaid assessments due and owing by the former Homeowner(s) of such Unit. The Community Association may assign its claim and lien rights for the recovery of any unpaid assessments to any Homeowner or Homeowners of Units, or to any third party.

(d) Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Community Association's rights and remedies may be waived only by written authority of the Community Association's Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

Section 4. Binding Effect. Notwithstanding anything in this Declaration to the contrary, the covenants, conditions and restrictions set forth in this Article shall run with and bind the Property and any additional property submitted to this Declaration and shall inure to the benefit of and be enforceable by the Community Association and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless, prior to the end of such thirty (30) year period or the ten (10) year period then in effect, as the case may be, there shall be recorded in the Public Records of Hillsborough County, Florida: (a) an instrument modifying or abolishing any of the provisions hereof signed by the then Homeowners and their mortgagees representing seventy-five percent (75%) or more of the Units which are subject to the provisions of this Declaration, and (b) a certification by the Association to the adoption by the Board of resolutions recommending such modification or abolition to the Community Association Members.

Section 5. Amendment. Notwithstanding anything herein to the contrary, this Article may only be amended by recording of (i) an instrument executed by Homeowners and their mortgagees of not less than seventy-five percent (75%) of the Units which are subject to this Article, or (ii) an instrument executed by the President and attested to by the Secretary of the Community Association, indicating that seventy-five (75%) percent of the votes of all Community Association Members approved such amendment. No amendment shall be effective unless (i) so long as Declarant is still in title to any part of the Property, Declarant shall join

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therein, and (ii) written notice of the amendment is sent to every Community Association Member, Homeowner and mortgagee appearing in the records of the Community Association, at least ninety (90) days in advance of any action taken, in addition, no amendment shall be effective if the effect of the amendment would be either to deprive unreasonably Homeowners of their rights and interests in the Community Association or to impose a substantially greater economic burden upon individual Homeowners, unless such amendment is executed by or consented to by all the Homeowners.

Section 6. Age Restriction. In addition to the age restrictions set forth in Article III, Section 4(a)(ii), the Lots are subject to age restrictions imposed by the Community Association pursuant to the Declaration recorded in O.R. Book 4522, Page 860 of the Public Records of Hillsborough County, Florida. Although the two age restrictions are virtually identical, the Community Association's age restrictions may only be modified or rescinded with the consent of 100% of the Community Association's members.

**ARTICLE X: DAMAGE, DESTRUCTION,
CONDEMNATION AND RESTORATION OF IMPROVEMENTS**

Section 1. Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus the Reserve Fund, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Reserve Fund shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one-hundred eighty (180) days after said damage or destruction, the Homeowner shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the Reserve Fund are insufficient to reconstruct the damaged or destroyed Improvements to the Common Property and the Homeowners and all other parties in interest do not voluntarily make provision for reconstruction within one-hundred eighty (180) days from the date of damage or destruction, then such repair, or restoration is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners, after first paying from the share of each Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Section 2. Withdrawal of Property from Declaration. In the case of damage or other destruction, upon the unanimous affirmative vote of the Homeowners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Homeowner shall be on an equitable basis. Any Insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property, shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Homeowner shall cease.

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Section 3. Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Homeowner shall cease. The Association shall represent the Homeowners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Homeowners on the basis of an equal share for each Lot, after first paying from the share of each Homeowner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

ARTICLE XI: OPERATION

Section 1. Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

ARTICLE XII: GENERAL PROVISIONS

Section 1. Enforcement. Unless expressly provided otherwise, the Association, or any Homeowner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Homeowner's Lot, as provided in Article VIII.

Failure by the Association or by any Homeowner to enforce any covenant, restriction, rules, or regulation will not constitute a waiver of the right to do so at any time.

Section 2. Amendment. This Declaration may only be amended by the affirmative vote of seventy five percent (75%) of those Members who are voting in person or by proxy at a duly noticed meeting of the Membership where a quorum is present. For purposes of this section only, a quorum shall be thirty percent (30%) of the total Membership. Any approved amendment shall be evidenced by a certificate executed by the Association's President and Secretary and recorded in Hillsborough County official records.

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Section 3. Rights of First Mortgagees. Any First Mortgagee has the following rights:

(a) **Inspection.** During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

(b) **Copies.** Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

(c) **Financial Statements.** Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association, provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

(d) **Meetings.** To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(e) **General Provision.** Nothing in this Declaration, as amended, shall abridge or be construed to abridge the rights of First Mortgagees pursuant to Florida law, as amended from time to time.

Section 4. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of Wedgewood.

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EXHIBIT A

LEGAL DESCRIPTION

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PLAT 55-17-726

SUN CITY UNIT 52

DESCRIPTION: A parcel of land lying in Section 13 and the South 1/2 of Section 12, all in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Southwest corner of lot 19 block 2 as shown on the Plat of SUN CITY CENTER UNIT 32B as recorded in Plat Book 63, Page 3, of the Public Records of Hillsborough County, Florida; thence S.49°10'32"W., 416.24 feet; thence S.29°16'32"W., 363.64 feet; thence S.14°15'28"E., 402.79 feet; thence S.82°23'20"W., 685.94 feet; thence S.78°03'23"W., 72.36 feet; thence N.88°20'12"W., 75.26 feet; thence S.27°26'42"W., 96.23 feet; thence S.23°02'23"W., 85.39 feet; thence S.78°54'41"W., 93.12 feet; thence N.14°54'48"W., 140.75 feet; thence N.16°54'41"W., 626.24 feet; thence N.00°58'11"E., 61.90 feet to the Southeasterly most corner of the Property described in Official Record Book 4822, Page 1975, and Official Record Book 5168, Page 1680 of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said property the following seven (7) courses: 1) N.16°11'41"E., 121.93 feet; 2) N.31°02'50"E., 126.37 feet; 3) N.37°12'51"E., 205.34 feet; 4) N.33°08'40"E., 200.02 feet; 5) N.38°20'19"E., 181.11 feet; 6) N.23°51'12"E., 228.63 feet; 7) N.21°24'42"E., 523.27 feet to a point on the Southwestery boundary line of the property described in Official Record Book 3600, Page 1320 of the Public Records of Hillsborough County, Florida; thence along the said Southwestery boundary line S.66°49'05"E., 44.58 feet to the Westerly most corner of FAIRFIELD "A" CONDOMINIUM as recorded in Condominium Book 2, Page 30 of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said FAIRFIELD "A" CONDOMINIUM the following eight (8) courses: 1) N.61°05'42"E., 99.83 feet; 2) S.58°54'18"E., 20.00 feet to a point of curvature; 3) Northwesterly, 78.52 feet along the arc of a curve to the left having a radius of 64.27 feet and a central angle of 69°55'52" (chord bearing N.86°05'43"E., 73.73 feet) to a point of reverse curvature; 4) Northwesterly, 115.75 feet along the arc of a curve to the right having a radius of 102.03 feet and a central angle of 64°59'59" (chord bearing N.83°35'44"E., 109.64 feet) to a point of compound curvature; 5) Southwesterly, 139.36 feet along the arc of a curve to the right having a radius of 215.44 feet and a central angle of 36°00'00" (chord bearing S.45°54'17"E., 133.15 feet) to a point of tangency; 6) S.27°54'17"E., 50.00 feet to a point of curvature; 7) Southeastery, 187.14 feet along the arc of a curve to the left having a radius of 214.45 feet and a central angle of 50°00'00" (chord bearing S.82°56'17"E., 181.26 feet) to a point of tangency; 8) S.77°54'17"E., 183.46 feet to the Northwestery most corner of SUN CITY CENTER UNIT 32B as recorded in Plat Book 63, Page 3 of the Public Records of Hillsborough County, Florida; thence along the westerly boundary line of said SUN CITY CENTER UNIT 32B the following four (4) courses: 1) S.03°30'53"W., 202.72 feet; 2) S.07°10'15"E., 261.29 feet; 3) Northwesterly, 39.00 feet along the arc of a curve to the right having a radius of 770.00 feet and a central angle of 02°54'06" (chord bearing N.84°18'49"E., 39.00 feet); 4) S.04°27'07"E., 201.41 feet to the POINT OF BEGINNING. Containing 47.53 acres, more or less.

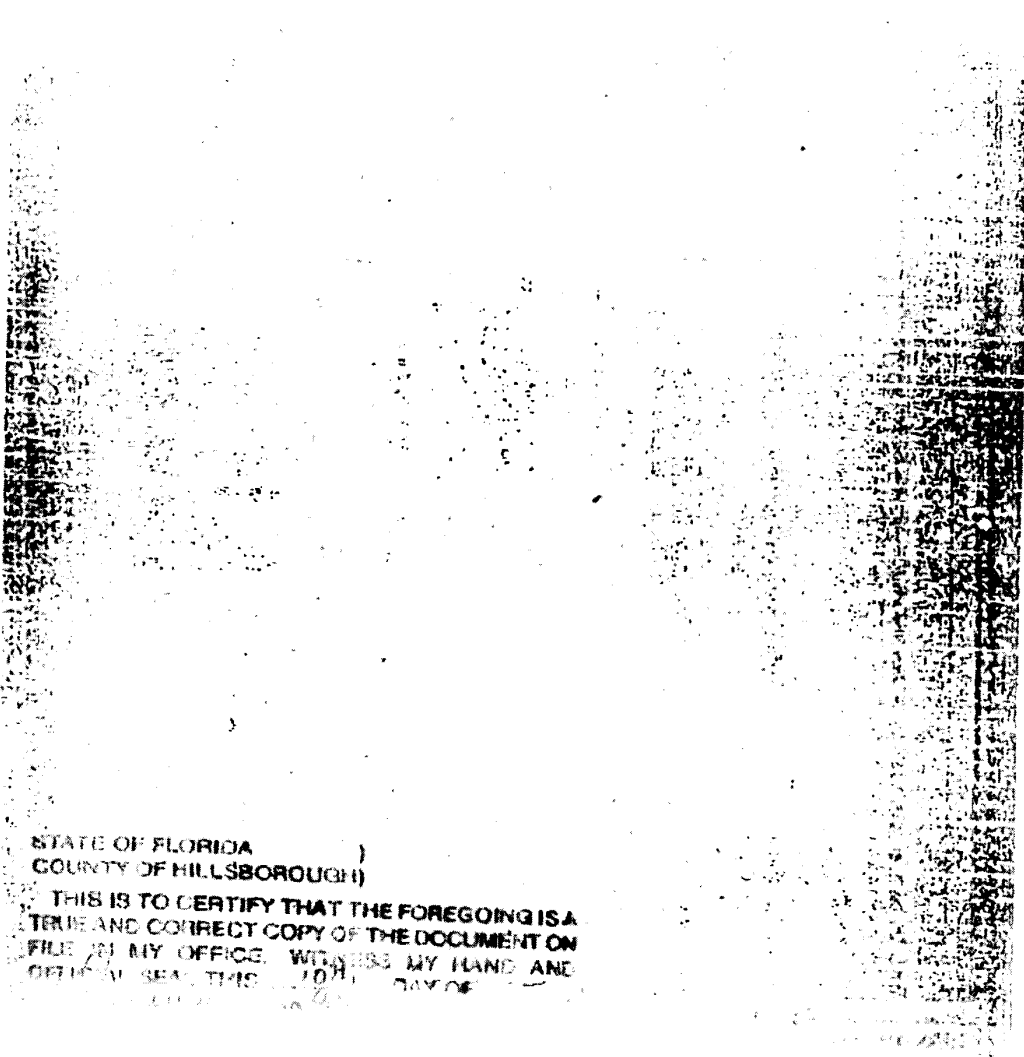
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EXHIBIT "B"

8255476 727

COMMON PROPERTY

- (1) Tract A and the Drainage Right-of-Way
- (2) Drainage Easement over all lots in Block 1 as shown on the Plat of the Property.
- (3) Drainage Easement over lots 7 - 28 of Block 2 as shown on the Plat of the Property.
- (4) Parcel B



STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT ON
FILE IN MY OFFICE. WITNESS MY HAND AND
OFFICIAL SEAL THIS 10th DAY OF



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EXHIBIT C

AMENDED

AND

RESTATED

ARTICLES OF

INCORPORATION

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AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

WEDGEWOOD OWNERS ASSOCIATION, INC.

(A Corporation Not for Profit)

THE UNDERSIGNED subscriber to these Amended and Restated Articles of Incorporation hereby proposes the incorporation under Chapter 617, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Amended And Restated Articles of Incorporation and hereby certify as follows:

ARTICLE I

Name

The name of this corporation shall be WEDGEWOOD OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its office for the transaction of its affairs shall be 2008 New Bedford, Sun City Center, Florida, 33571-5738 and the Registered Agent is Eric N. Appleton, Esq., Appleton-Reiss PLLC, 501 E. Kennedy Blvd., Suite 802, Tampa, Florida 33602.

ARTICLE II

Purposes

This Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that other herein shall prevent the Association from compensating persons who may be Member, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of; the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Wedgewood (hereinafter referred to as the "Subdivision"), and the specific purpose is to perform the functions of the property owners' association contemplated in the Amended and Restated Declaration of Covenants and Restrictions for Wedgewood Owner's Association, Inc. for the Subdivision recorded in the Public Records of Hillsborough County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) Exercise of all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) Maintain, repair and replace Common Properties as contemplated by the Declaration;
- (d) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. All Lots shall be subject to assessments under Article VIII of the Declaration. Every Owner of a Lot shall become a Member of the Association upon the recording of the instrument of conveyance of a Lot to Them. If title to a Lot is held by more than one person, each such person is a Member. A Lot Owner of more than one Lot is entitled to one Membership for each Lot owned.

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Membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Lot Owner may be a Member of the Association, and a Membership in the Association may not be transferred except by the transfer of title to a Lot provided, however, the foregoing does not prohibit the assignment of Membership and voting rights by a Lot Owner who is a contract seller to such Lot Owner's vendee in possession if such assignment complies with Florida law.

Section 2. Voting. The Association shall have a single class of voting Membership.

Section 3. Co-Ownership. If more than one person owns an interest in any Lot, all such persons are Members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Co-owners shall file a voting certificate designating the individual who is entitled to vote at future meetings on behalf of the co-owners. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4. Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Lot Owners set forth in this Declaration. The Declaration shall be interpreted, construed, applied, and enforced in a manner to avoid inconsistencies or conflicts with the Articles and By-Laws. If such conflict necessarily results, however, the provisions of this Declaration control over conflicting provisions of the Articles or By-Laws.

ARTICLE IV Term of Existence

The Corporation shall have perpetual existence.

ARTICLE V Incorporator

The name and residence of the Incorporator to these Articles of Incorporation is

NAME
Victoria H. Carter

ADDRESS
353 Highland Avenue North
Tarpon Springs, Florida 33589

ARTICLE VI Management

The affairs of the Corporation shall be managed by its Board of Directors, which shall consist of not less than three (3) nor more than seven (7) individuals, the precise number to be fixed in the By-Laws or by the Board of Directors of the Association from time to time. Directors shall be elected for two (2) year terms by the Members at the annual Members' meeting to be held as scheduled by the Board of Directors in the last quarter of each fiscal year, or such other time as provided in the By-Laws, in the manner prescribed in the By-Laws of the Corporation. The Board shall elect a President, Vice President, a Secretary, and a Treasurer of the Corporation and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Officers must be Directors. Officers and Directors must be Members of the Association. Any individual may hold two (2) or more

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corporate offices, except that the offices of President and Secretary may not be held by the same person and the office of President and Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Corporation. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

ARTICLE VII By-Laws

The Bylaws of the Corporation may be amended with the approval of seventy five percent (75%) of the Members who are present and voting, either in person or by proxy, at a duly noticed Membership meeting where a quorum is present. For purposes of this section only, a quorum shall be thirty percent (30%) of the total Membership.

ARTICLE VIII Amendments

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of record entitled to vote thereon within the time and in the manner provided by Florida Statutes as amended from time to time for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving an affirmative vote of seventy-five percent (75%) of those Members who are voting in person or by proxy at a duly noticed meeting of the Membership where a quorum is present. For purposes of this section only, a quorum shall be thirty percent (30%) of the total Membership.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

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ARTICLE IX

Registered Office and Agent

Pursuant to Section 48.091 and Section 607.034, Florida Statutes, the name and address of the Registered Agent for the service of process upon the Association is:

Eric N. Appleton, Esq.,

Appleton-Reiss, PLLC

501 E. Kennedy Blvd., Suite 802
Tampa, Florida 33602.

Dated November 29, 2019

Signed, sealed and delivered in the presence of:

WEDGEWOOD OWNERS' ASSOCIATION,
INC.

James M. Lee

By Rebecca Scaringe

Print Name:

Rebecca Scaringe, President

James M. Lee

Print Name:

Signed, sealed and delivered in the presence of:

ATTEST:

DALLAN L. WILSON

By Kenneth L. Buckel

Print Name:

Kenneth L. Buckel, Secretary

Dalla L. Wilson

Print Name:

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EXHIBIT D

AMENDED

AND

RESTATED BY-LAWS

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AMENDED AND RESTATED BY-LAWS OF
WEDGEWOOD OWNERS' ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is WEDGEWOOD OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". Meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Amended and Restated Declaration of Covenants and Restrictions for Wedgewood (hereinafter the "Declaration").

ARTICLE III
Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Hillsborough County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board of Directors, hereinafter referred to as the "Board", and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in the fourth (4th) quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be hand delivered or sent by first class mail to each Member listed in the Membership book of the Association at the address shown therein, ("Member of Record") at least fourteen (14) days prior thereto. The Secretary shall obtain and retain a written receipt of delivery or the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the President, Secretary, a majority of the Board, or by the Members having one-tenth (1/10) of the votes of the Membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the Secretary to Members of Record, or if the Secretary shall fail to do so, by the President or Board, not less than fourteen (14) days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the Members, shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 5. **Quorum.** For purposes of this section only, a quorum shall be thirty percent (30%) of the total Membership. There shall only be one (1) vote per Lot.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any

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question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the Membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members"). A proposed action may be approved by seventy-five percent (75%) of the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.** If more than one person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 10. **Proxies.** If a Member is unable to attend an Annual or Special meeting he/she may designate any Member in good standing to place a proxy vote for him or her. Only one (1) proxy vote per property is permitted. The proxy voting form must be given to the Member who is to vote the proxy. This Member must present this form to the Board prior to any vote with this proxy. If the Member who gave the proxy is present for the meeting he or she may place his or her own vote.

Section 11. **Presiding Officers.** At each meeting of the Members, the President, or in his or her absence the Vice President, shall preside and the Secretary or in his or her absence the Assistant Secretary, shall be the Secretary for the meeting.

ARTICLE IV
Directors

Section 1. **Board of Directors.** The affairs of the Association shall be managed by a board of three (3) to seven (7) Directors. A Director must be a Member.

Section 2. **Election of Directors.**

(a) Election of Directors shall be held at the annual Members meeting.

(b) The election of Directors to be elected by the Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of Directors by Members, all vacancies

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in the Board of Directors occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining Directors.

(d) Any Directors elected by Members may be removed by concurrence of a majority of the votes of the Members at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

Section 3. **Term of Office.** The term of each Director's service shall be two (2) years and until his or her successor is duly elected and qualified or until he or she is removed in the manner provided elsewhere herein. The term of office for a Director shall begin January 1 following his or her election and end two (2) years later on December 31. The term of office of a Board of Directors for any given year of duty will be from January 1 to December 31 of that year.

Section 5. **Annual Meetings.** The annual meeting of the Board of Directors may be held at such time and place as shall be determined by the Directors, except that such annual Directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be two (2) days notice given by the President personally or by mail, telephone or email, which notice shall state the time and place of the meeting.

Section 6. **Special Meetings.** Special meetings of the Directors may be called by the President and shall be called by the Secretary at the written request of two-thirds of the Directors. Not less than two (2) days, notice of the meeting shall be given personally or by mail, telephone or email which notice shall state the time, place and purpose of the meeting.

Section 7. **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 8. **Quorum and Voting.** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of Directors shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 9. **Adjourned Meetings.** If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. **Joinder in Meeting by Approval of Minutes.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 11. **Presiding Officer and Secretary for Meetings.** The presiding officer of the Directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside. The Secretary of the Association shall be the Secretary for meetings of the Directors, unless absent, in which case the Directors shall designate one of their Members to act as Secretary for the meeting.

Section 12. **Compensation.** No Director shall receive compensation for any service he or she

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may render to the Association as Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties, and this provision shall not preclude a person who is also a Director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than Director.

Section 13. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 14. **Attendance by Telephone.** Any Member or Members of the Board of Directors shall be deemed present and voting at a meeting of such Board if said Member or Members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 15. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the Members of the Board is filed with the minutes of the proceedings of the Board.

Section 16. **Powers.**

The Board of Directors shall have the powers set forth in the Declaration, the Florida Homeowners' Association Act and the Florida Not-For-Profit Corporation Act, including but not limited to the following:

(a) adopt and promulgate rules and regulations governing the Subdivision or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) suspend the voting rights and other rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of promulgated rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including the establishment of the assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 17. **Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to

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(1) fix the amount of the assessment against each Lot;
(2) exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein, and

(3) take appropriate and timely action against Members whose assessments are in default.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate;

(f) perform such other acts as may be required of a Board of Directors under the Florida Not-For-Profit Corporation Act.

ARTICLE V Officers

Section 1. **Executive Officers.** The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, Secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board of Directors. The Board of Directors from time to time may elect such assistant or other officers from among the Directors and may designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board by a majority affirmative vote of the Directors may from time to time remove an officer with or without cause and fill such vacancy so created. Any individual may hold two (2) or more corporate offices, except that the offices of President and Secretary may not be held by the same person and the office of President and Treasurer may not be held by the same person.

Section 2. **President.** The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties that are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time, as he or she in his or her discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 3. **Vice-President.** The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He or she also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 4. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and Members. He or she shall attend to the giving and serving of all notices to the Members and Directors and others that are required by law. He or she shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He or she shall keep the records of the Association including the Membership book, except those of the Treasurer unless the Secretary is also the Treasurer of the Association. The Secretary shall perform all other duties incident to the office of Secretary of a

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Association and as may be required by the Board of Directors or the President. Any assistant Secretary elected shall perform the duties of the Secretary when the Secretary is absent.

Section 5. **Treasurer.** The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of Treasurer.

Section 6. **Architectural Control Committee (ACC).**

(a) The Board of Directors shall appoint from the Association's Membership at least three (3) persons to process architectural and landscape changes in accordance with the Rules and Regulations and shall designate the Chairman thereof. Members of the Board of Directors may not serve on this committee.

(b) Members of this committee shall serve at the will of the Board, but no longer than the end of the fiscal year in which appointed and may be subsequently reappointed for like terms.

(c) The committee shall process all complaints regarding community architecture and landscaping

(d) The committee shall develop from time to time such forms and procedures for its functions as shall be approved by the Board. Committee voting on changes and complaints shall be by majority vote and all actions shall be certified by the committee's chairman's signature thereon and by such other committee Members as have approved the actions. Dissenting votes may be recorded on action forms by the dissenters.

(e) Committee Members may not vote on their own requests for changes or complaints but must recuse themselves.

(f) Vacancies on the committee, whether by absence from the local community, illness, recusal, or resignation may be filled by the Board President for terms of service not to exceed the date of the Board's next public meeting.

If the Committee receives an application request from a Lot Owner for construction or remodel work not specifically addressed in the above guidelines, the Committee shall submit the Lot Owner's application and the accompanying plans, along with the Committee's recommendation, to the Board for its consideration and approval of same. In such instances, a majority vote of the Board is required to approve the Lot Owner's request.

In the event the Committee rejects a proposed change, the Lot Owner shall have the right of appeal to the Board. Such appeal must be submitted in writing and received by the Board within thirty (30) days of the date of the Committee's notice of disapproval. The appeal must address all reasons given by the Committee in its written notification of disapproval. A two-thirds (2/3) vote of the Board is required to overturn the Committee's decision.

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Section 7 Compensation. No officer shall receive any compensation by reason of his or her office, provided, however, that nothing herein shall preclude the Board of Directors from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

ARTICLE VI **Fiscal Management**

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board of Directors may from time to time designate and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board of Directors may from time to time designate.

Section 2 **Contracts and Legal Agreements.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the President or by such other officer, officers, agent or agents as the Board of Directors may from time to time by resolution provide.

Section 3. **Budget.** The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or such other rate as may be from time to time established by the Board, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the property, and interest costs and reasonable attorney's fees if any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein.

Section 5. **General Assessment.** The Board of Directors shall adopt the General Assessment as provided for in the Declaration.

Section 6. **Special Assessments.** As contemplated by the Declaration, special assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board of Directors. Such special assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose.

Section 7. **Budget Review by Members.** If the Board adopted General Assessment against the Lots in any fiscal year that exceeds one hundred fifteen percent (115%) of the General Assessments for the preceding fiscal year, upon written application of ten percent (10%) of the Lot Owners to the Board, a special meeting of the Membership shall be called with at least fourteen (14) days notice to the Members. At the special meeting Lot Owners shall consider and may enact a budget and General Assessment. The adoption of the budget and General Assessment by the Lot Owners shall require a majority of the votes cast at such meeting. If no new budget and General Assessment are adopted by the Lot Owners at such special meeting, then the budget and General Assessment adopted by the Board shall stand and constitute

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the valid budget and General Assessment of the Association.

Section 8. **Financial Report**. The Treasurer of the Association shall report the financial status of the Association to the Members not later than sixty (60) days following end of the fiscal year.

ARTICLE VII
Amendments

Section 1. These Bylaws may be amended with the approval of seventy five percent (75%) of the Members who are present and voting, either in person or by proxy, at a duly noticed Membership meeting where a quorum is present. For purposes of this section only, a quorum shall be thirty percent (30%) of the total Membership.

ARTICLE VIII
Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Dated November 29, 2019.

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Prepared by and Return to:
Kenneth Buckel, Secretary
PO Box 5738
Sun City Center, FL 33571-5738

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
WEDGEWOOD OWNERS' ASSOCIATION, INC.**

WHEREAS, the By-laws of Wedgewood Owners' Association, Inc. are dated November 29, 2019 (the "By-laws"); and

WHEREAS, the By-laws provide in Article VII, Section 1, that the By-laws may be amended by seventy five percent (75%) of the Members who are present and voting, either in person or by proxy, at a duly noticed Membership meeting where a quorum was present, a quorum shall be thirty percent (30%) of the total Membership; and

NOW, THEREFORE, Rebecca Scaringe, as President, and Kenneth Buckel, as Secretary of Wedgewood Owners' Association, Inc., do hereby certify that the following amendments were approved by the majority at the duly notice Membership Meeting held on November 29, 2019:

Document Title – Added AMENDED AND RESTATED

General changes throughout: Homeowner to Lot Owner; he to he or she; him to him or her; Capitalizations of President, Vice President, Secretary, Treasurer, Assistant Secretary; Director, and Members.

ARTICLE III Changes:

Section 2. Removed and no more than sixty (60)

Section 3. Removed Class A

Section 4. Changed not less than thirty (30) nor more than sixty (60) to fourteen (14).

Section 5. Removed old Quorum language and replaced with verbiage to mirror the Declaration (herein referred to as the Amended Declaration voted at Annual Meeting 2018). Added "There shall only be one (1) vote per Lot.

Section 8. Removed voting language and replaced with verbiage to mirror the Declaration.

Section 9. Removed 1st paragraph in entirety (discussion of Class A and Class B Memberships)

ARTICLE IV Changes:

Section 1. Removed language referring to Class B Members and Developer language. Changed number of Board Members from five (5) to three (3) to Seven (7) for conformity to other documents.

Section 2 (b) (d) removed language referring the Class A Members; (e) removed in entirety (discussion of Class A and B Members).

Section 3. Removed language regarding 1993 Board.

Section 4. Removed in entirety, language regarding first Board of Directors. All numbering changed with elimination of Section 4 for the remainder of this Article IV.

Section 5 and 6 (old numbering). Removed language regarding telephone and telegraph and replaced with email. Changed three (3) to two (2) and under Special Meetings changed must to shall.

Section 16. (a) Removed language referring to Class A Members. Also removed Second Paragraph enumerated (a) to confirm with Declaration, Article III, Section 4 (x). In first paragraph added after Declaration "the Florida Homeowners' Association Act"

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ARTICLE V Changes:

Section 1 Removed in entirety, referring to First Officers of Association. Added for the election of officers "from among the Directors" and "may" designate. Removed two-thirds affirmative with "majority vote of the Directors."

All numbering changed with elimination of Section 4 for the remainder of this Article V.

Old Section 2. Removed language referring to Developer.

Old Section 7. Removed Covenants and replaced with Rules and Regulations.

New Section 6. Added language taken from Declaration re ACC appeal process

ARTICLE VI Changes:

Section 2. Removed Etc. replaced with and Legal Agreements.

Section 5. Removed language regarding the initial assessment.

Section 7. Removed within thirty (30) days upon not less than ten (10) days' written notice to each Homeowner with "at least fourteen (14) days' notice to the Member."

Section 8. added "no later than" before sixty.

The amendments, along with the incorporated By-laws and other amendments thereto are attached hereto and incorporated herein as Composite "Exhibit A".

Signed, sealed and delivered in the presence of:

James M. Lee
Print Name:

[Signature]
Print Name:

WEDGEWOOD OWNERS' ASSOCIATION,
INC.

By [Signature]
Rebecca Scaringe, President

Signed, sealed and delivered in the presence of:

DALLAN L. WILSON
Print Name:

[Signature]
Print Name:

ATTEST:

By [Signature]
Kenneth L. Buckel, Secretary