



This instrument prepared by:
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Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

**CERTIFICATE OF THIRD AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EDGEWOOD OF GULF TRACE**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Edgewood of Gulf Trace was originally recorded at O.R. Book 1498, Page 939 *et seq.*, public records of Pasco County, Florida and said Declaration was amended by a Certificate of Amendment recorded at O.R. Book 8684, Page 2381 *et seq.* and a Certificate of Amendment recorded at O.R. Book 9183, Page 558 *et seq.*, all of the public records of Pasco County, Florida;

WHEREAS, the Declaration allows for amendment and the necessary vote of the membership was attained at a duly noticed and called members meeting; and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, on behalf of EDGEWOOD OF GULF TRACE HOMEOWNERS ASSOCIATION, INC., pursuant to applicable law and the provisions of the Declaration, does hereby certify that the Declaration was amended as follows:

Sections 2.03; 2.04; 2.07; 2.09; 2.11; 5.01; and 7.03 of the Declaration shall be amended to read as follows:

Section 2.03 - Unit Plates and Mailboxes. No mailbox shall be placed on a Lot. Common mailboxes shall be provided in a location to be determined by the Developer as may be determined by the Association from time to time. A plate showing the number of the residence shall be placed on each Lot and at the option of the Owner, a name plate showing the name of the Owner may also be placed on the Unit. However, the size, location, design, style and type of material for each such plate shall be first approved by the Architectural Control Committee.

Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except: (a) "For Sale" or "For Rent" signs, which signs may must refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches by twenty-four

inches; (b) security signs such as for Brinks or ADT home security for purposes of disclosing the presence of a security system and which are reasonable in size and provided by a security system provider; and (c) beware of dog signs which are of a reasonable size. Developer The Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.07 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of Developer the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot-Unit.

Section 2.09 - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this Section. Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only by the Developer Association or with the written consent of the Association. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements shown on the Plat.

Section 2.11 Exterior Alteration. No Lot-Unit owner, other than Developer the Association, may change, touch up or modify the exterior of any improvements on any Lot, including exterior painting located within a

porch area and any changes or additions to landscaping, if permitted by the Association, without the prior written consent of the Architectural Control Committee.

Section 5.01 - Easements. Developer The Association, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege and right on, over, under and through the ground, to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, central television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in a plat of the Land (whether such easements are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under each Lot shown on the Plat, and under any Unit located on a Lot. Developer The Association shall have the unrestricted and sole right and power of alienating, encumbering and releasing the privileges, easements and rights referred to in this Section 5.01. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 5.01, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer the Association and its grantees, legal representatives, successors and assigns.

Section 7.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by Developer the Association, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the

Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Article II of the Declaration shall be amended to add an entirely new Section 2.22 - Background Checks of Long-Term Occupants to read as follows:

Section 2.22 - Background Checks of Long-Term Occupants. Any occupancy in the absence of the record owner shall be deemed a lease and the occupant(s) shall be subject to completing an application and submitting an application fee. Any individual occupying a Unit more than thirty (30) consecutive days or more than thirty (30) days in any given year shall be considered a "Long-Term Occupant" and said individual shall be required to complete an application and submit an application fee and shall be subject to a criminal background check. The Association shall be entitled to any information reasonably necessary to run a thorough background check and may set the application fee at a reasonable amount necessary to cover the costs of any background check and the administrative costs of the screening. The Association shall have the right to deny occupancy to a convicted felon or sex offender or sexual predator in the sole and absolute discretion of the Board. Nothing herein shall create liability to the Association and there is no guarantee that the community shall be free from convicted felons, sex offenders, or sexual predators.

Article VII, Section 7.02 - Committee Authority, of the Declaration shall be amended to read as follows:

Section 7.02 - Committee Authority. No exterior additions or alterations to any building in the Development, additional fences or changes in existing fences, hedges, walls, walkways and other structures or additions to or changes of the Lot including, but not limited to, landscaping shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development Association until the same is approved by the Architectural Control Committee. The Committee

shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Article X, Section 10.02 - Creation of Lien, of the Declaration shall be amended to read as follows:

Section 10.02 - Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Associations (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, applicable administrative late fees, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pasco County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due

and shall relate back to the recording date of the Declaration and shall be superior to all other liens except as may be provided by Florida Statute Section 720.3085, as same may be amended from time to time. The lien shall be prior to and superior in dignity to the creation of any homestead status and every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Article X, Section 10.07 - Remedies of the Association for Nonpayment of Assessments, of the Declaration shall be amended to read as follows:

Any assessment not paid within thirty (30) fifteen (15) days after the due date (if not otherwise established by the Board of Directors, the due date shall be the first day of each month) shall bear interest from the due date at the maximum legal rate applicable from time to time and shall be subject to an administrative late fee of 5% of the installment amount due or \$25.00, whichever is greater, or such greater amount as may be permitted by law from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pasco County, Florida.

Article X, Section 10.08 - Subordination of the Lien to Mortgages, of the Declaration shall be deleted in its entirety and replaced with the below Section 10.08 - Subordination of the Lien to Mortgages to read as follows:

Section 10.08 - Subordination of the Lien to Mortgages. The lien for assessments shall not be subordinate to any mortgage, including a bona fide first mortgage held by a lender on any Lot, even when the mortgage is recorded in the Public Records prior to the claim of lien. The lien for assessments shall not be affected by any sale or transfer of a lot, except in the event of a sale or transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage where the first mortgagee takes title to the property, in which event the mortgagee shall be liable for the unpaid assessments which become due during the twelve (12) month period immediately preceding the acquisition of title or one percent (1%) of the original mortgage debt, whichever is less, or such greater amount as may be permitted by Florida law from time to time. However, any such remaining unpaid assessments for which mortgagee is not liable will be assessed and reallocated to the subsequent owner who receives title to the Lot from such mortgagee. Nothing herein contained shall be construed as releasing the original party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A lender shall give written notice to the Association if the mortgage held by such lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event the Association makes such payment on behalf of an Owner, the Association shall, in addition to all rights reserved herein, be subrogated to all of the rights of the lender. All amounts advanced on behalf of the Owner pursuant to this section shall be added to the assessments payable by such Owner with appropriate interest.

Article X of the Declaration shall be amended to add an entirely new Section 10.11 to read as follows:

10.11 - Individual Specific Assessments. In addition to the Annual Assessments and Special Assessments authorized herein, the Association may levy an Individual Specific Assessment against any individual Lot for such things as costs of special services provided to a Lot or to recover any charges or losses incurred by the Association as a result of the actions or inactions of a particular Owner, his or her family member, tenant, licensee, guest or invitee or resulting from an individual Owner's, or his or her family member, tenant, licensee, guest or invitee's failure to comply with the terms of this Declaration or the Association's governing documents, rules,

regulations, or guidelines including, but not limited to, attorney fees incurred to obtain compliance, whether or not a lawsuit is filed. Individual Specific Assessments shall be payable in such manner and at such times as determined by the Association. Individual Specific Assessments shall be subject to all provisions pertaining to the collection of assessments, including, but not limited to interest and late fees and lien provisions. In order to levy an Individual Specific Assessment for attorney fees and costs incurred prior to litigation, the Owner shall be notified in writing of the amount assessed and the Owner shall have the right to appeal such decision in writing to the Board of Directors of the Association within thirty (30) days of receiving notice of the assessed amount. Failure to appeal shall result in the irrebuttable presumption that the assessed amount was valid and reasonable.

Section 12.01 - Violations of the Declaration shall be amended to read as follows:

Section 12.01 - Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and In the event an Owner fails to maintain the exterior of his or her home (other than those portions of a home maintained by the Association) or their Lot in a manner satisfactory to the Association or is otherwise in violation of the Declaration, Articles, Bylaws, or rules and regulations of the Association, the Association shall have the right (but not the obligation) through its agents and employees, after reasonable notice to the Owner, to enter upon the Lot and to repair, restore and maintain the home and/or Lot as required by this Declaration. The cost of any of the foregoing, plus reasonable administrative expenses of the Association, shall be an Individual Specific Assessment. Further, in the event that the Association decides it is in the best interest of the community that the Association perform any obligations of an Owner under this Declaration or make repairs to, replacement of, or restoration of the common areas as a result of the actions or inactions of the Owner, his or her family member, tenant, licensee, guest or invitee, the cost of performing such obligation or making such repair, replacement or restoration shall be an Individual Specific Assessment. The Association shall have a contractual right to injunctive relief. This provision shall not limit the ability of the Association

to seek injunctive relief where it is not advisable to enter upon the Lot or to exercise the right to self-help for any reason including, but not limited to, the home being occupied, concerns for damage and/or the home being encumbered by a first mortgage interfering with the Association's ability to collect the full amount of any such individual assessment. The Association shall have a contractual right to seek injunctive relief and to the extent this language authorizing the Association to exercise self-help would prevent the Association from seeking injunctive relief, the provision for self-help shall be considered null and void as to such Owner against whom an action for injunctive relief has been brought. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by or pursuant to the provisions of this Declaration. If an Owner or the Association is the prevailing party in any litigation involving the enforcement of the Governing Documents, then that party also has the right to recover all costs and expenses incurred, including reasonable attorney fees, for all trials and appellate proceedings, if any. Failure by the Association or any Owner to enforce any provisions contained in this Declaration, does not constitute a waiver of the right to do so at any time. Any entry and abatement or removal pursuant to this provision shall not be deemed a trespass or make the Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

Article XII of the Declaration shall be amended to add an entirely new Section 12.02
- Fining to read as follows:

Section 12.02 - Fines. In addition to, and not in lieu of any other available remedies or actions, the Association may levy reasonable fines against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration, the Articles of Incorporation, Bylaws, or any applicable rules or regulations.

(a) A fine may not exceed \$100.00 for a first time violation but may be levied on the basis of each day of a continuing violation up to \$100.00 per day, with a single notice and opportunity for hearing and no limitation on the number of days a fine can be levied for the continuing violations. A repeat violation of the same restriction may result in fines in excess of \$100.00. Fines in the aggregate are not capped to any amount.

(b) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

(c) The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

(d) The Violations Committee may impose Individual Specific Assessments when a fine reaches \$1,000.00 or more. Individual Specific Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Specific Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a Lot. A fine of less than thousand dollars (\$1,000.00) may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

The above language shall supersede any existing language in the Declaration and shall control over any language in conflict with the above until such time as the Declaration is further amended or modified as allowed by its own terms.

IN WITNESS WHEREOF, I, the undersigned, as President, of EDGEWOOD OF GULF TRACE HOMEOWNERS ASSOCIATION, INC., have hereunto affixed my hand this 29th day of October, 2024.

Witness: _____

Printed Name: Sean Allen

John Klin
John Klin, as President

Witness: _____

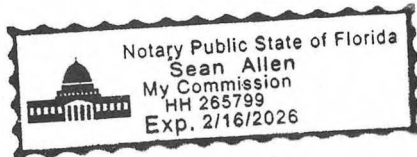
Printed Name: FRANCIS THOMAS

ATTESTED TO BY:

Karen A Sundquist
Karen A Sundquist as Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2024, by John Klin, as President of EDGEWOOD OF GULF TRACE HOMEOWNERS ASSOCIATION, INC. and attested to by Karen Sundquist, as Secretary of EDGEWOOD OF GULF TRACE HOMEOWNERS ASSOCIATION, INC.



[Signature]
Notary Public – State of Florida
☒ Produced Identification
Type of ID Produced: drivers' license