

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WEDGEWOOD**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of the Wedgewood Homeowners Association of Lake County, Inc. ("Association"), pursuant to the Florida Statutes and the DECLARATION OF CONVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WEDGEWOOD, recorded in Official Records Book 03629, Pages 2385-2401, of the Public Records of Lake County, Florida, as amended and supplemented ("Declaration"), hereby certify that the attached AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WEDGEWOOD ("Amended and Restated Declaration") which is incorporated herein by this reference was duly adopted by a vote of the Members on the 11th day of May, 2016

In accordance with Article VII, Section 7.3 of the Declaration, the Amended and Restated Declaration was adopted by the affirmative vote of the Owners of at least a majority of the Owners voting in person or by proxy. The Amended and Restated Declaration is intended to amend, restate and completely replace the Declaration. Proper notice was given for the Vote pursuant to the Declaration, the Bylaws and the Florida Statutes. The notice stated the purpose, time and location of the voting .

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name this 19th day of May, 2016.



JACQUELINE S MCCRACKEN
12719 WEDGEFIELD
GRAND ISLAND FL 32735

Signed, sealed and delivered
in the presence of

WEDGEWOOD HOMEOWNERS
ASSOCIATION OF LAKE COUNTY, INC

May G. Onishchuk
(Sign - Witness 1)
May G. Onishchuk
(Print - Witness 1)

BY: Ronald F. Jones
(sign)
RONALD F. JONES, President
(Print)

Dorothy L. Makrauskas
(Sign - Witness 2)
DOROTHY L. MAKRAUSKAS
(Print - Witness 2)

George W. Hall
(Sign - Witness 1)
George W. Hall
(Print - Witness 1)

ATTEST: Robin M. Cook
(Sign)
Robin M. Cook, Secretary
(Print)

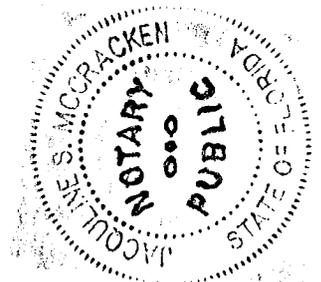
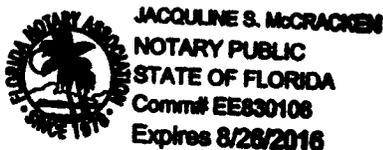
Larry McCracken
(Sign - Witness 2)
LARRY MCCRACKEN
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF Lake

The foregoing was acknowledged before me this 19th day of May, 2016 by Ronald F. Jones as President, and Robin M. Cook as Secretary of Wedgewood Homeowners Association of Lake County, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me [] or have produced _____ as identification.

NOTARY PUBLIC

Jacqueline S. McCracken
(sign)
Jacqueline S. McCracken
(print)



**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR WEDGEWOOD**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WEDGEWOOD is made as of the date this document is recorded in the Public Records of Lake County, Florida by Wedgewood Homeowners Association of Lake County, Inc, a Florida corporation not for profit.

WITNESSETH

WHEREAS, the Wedgewood Homeowners Association of Lake County, Inc, a Florida not for profit corporation (hereinafter referred to as the "Association") desires to amend and restate the Original Declaration as amended and supplement, and impose this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Wedgewood, on the Property, and accordingly pursuant to the laws of the State of Florida, prepared this document to amend and restate the Original Declaration, as amended and supplements; and

WHEREAS, the amended and restated document shall hereinafter be referred to as the "Amended and Restated Declaration"; and

WHEREAS, the purpose of the Amended and Restated Declaration is to substantially amend and restate the restrictions, reservations, covenants, conditions and easements previously imposed upon the Property and impose the Amended and Restated Declaration upon the Property;

NOW, therefore, in consideration of the premises and the covenants herein contained, the Association hereby declares that henceforth the Original Declaration, and all amendments thereto, are merged into and are superseded and completely replaced by this Amended and Restated Declaration such that the Property and all additions thereto, to the extent permitted by law, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens herein established and shall be binding of benefit of the Association and the owners of land within Wedgewood, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

ARTICLE I - DEFINITIONS

The following words and terms shall have the meanings indicated opposite each word or term, when used in this Amended and Restated Declaration:

1.1 "Association" shall mean and refer to the Wedgewood Homeowners Association of Lake County, Inc. its successors and assignees.

1.2 "Board" or "Board of Directors" shall mean or refer to the Board of Directors of the Association.

1.3 "Common Area" shall mean and refer to those areas of land which are intended for the common use and enjoyment of the owners of the Lots within Wedgewood. The terms shall include a tangible personal property, real property and any easements acquired, owned or leased for the benefit of the owners if such property is designated as Common Areas. Subject to fee schedules or operating rules promulgated by the Association, the Common Areas are intended for the common use, enjoyment and benefit of Lot Owners and their families, guests, tenants and invitees. Water Retention Areas are not intended to be used as common areas.

1.4 "Property" shall mean and refer to all the real property described in Exhibit "A" hereto which is and shall be subject to this Amended and Restated Declaration.

1.5 "Lot" shall mean and refer to the subdivided portions of the property, shown on the plats of the Property which are improved or are to be improved with single family dwellings and which are subject to private fee simple ownership.

1.6 "Member" shall mean and refer to each of the members of the Association. Each Owner of a Lot, by acceptance of a deed or other instrument of conveyance, shall be a Member of the Association. Where there are multiple Owners of a Lot, each of the Owners shall be a member of the Association, but multiple owners shall have only one vote per lot.

1.7 "Owners" or "Lot Owners" shall mean and refer to the recorded owners having an interest in one or more of the Lots, but excluding parties having an interest merely as security for the performance of an obligation.

1.8 "Unit" shall mean and refer to a single family dwelling constructed or to be constructed on each Lot. Only one Unit may be constructed on any Lot. Units may be used for residential purposes only. No actions will be allowed that result in disruption of neighborhood quality or reduce value of surrounding properties as determined by the Compliance Committee and/or the Board of Directors.

ARTICLE II - PROPERTY RIGHTS

2.1 EXTERIOR MAINTENANCE. Maintenance of the Lot and exterior of the Unit is the responsibility of the individual Lot Owners. If any Owner fails to maintain his/her Lot, Unit or any other improvement located on the Lot in a manner reflective of the majority of Lots and Units. The Association reserves the right, through its agents and/or employees to enter upon said Lot and to clean, repair, maintain and restore the Lot, the exterior of the Unit and any other improvements on the Lot. The cost of such exterior maintenance shall be charged to and paid by the Owner(s) of said Lot.

2.2 **DAMAGE OR DESTRUCTION OF UNIT.** In the event of damage or destruction of any exterior wall, roof, eave or other exterior surface of a Unit, the Owner(s) thereof shall, at his/her own expense, immediately after the damage has occurred or as soon thereafter as is practical, repair the damage or cause it to be repaired. If the Owner fails to repair the damage within a reasonable period of time, the Association shall have the right to request repairs to be done. Failure will result in fines and/or property liens.

2.2.1 **DESTRUCTION AND RECONSTRUCTION.** Each Owner, by acceptance of ownership, agrees and covenants that if his/her Unit shall be fully or partly destroyed by fire or otherwise, he/she shall reconstruct said Unit expeditiously, pursuant to plans approved by the Architectural Review Committee or the plans of the original construction. At all times the lot must be maintained

2.3 **EASEMENTS.** Easements are especially provided for and reserved in favor of the Owners and occupants of the Lots as follows:

2.3.1 **DRAINAGE AND UTILITY EASEMENTS.** Easements are granted by the Owners across property lines as may be required for installation, maintenance and service of utilities including but not limited to electrical, gas, sewer, water, cable television, telephone equipment and street lighting and for drainage and water retention purposes. No structure, planting or other materials shall be placed or permitted to remain with any drainage easement area which may change or interfere with or obstruct, alter or retard the flow of drainage channels. These easements are shown on the plats of the Property. The Association shall have the right to convey non-exclusive interest in and to all easements to both public and private agencies or entities who make use of the easements consistent with the purposes for which they are reserved.

2.3.2 **ASSOCIATION.** Easements and rights of way are reserved in favor of the Association to carry out any authorized powers or duties of the Association for purposes which benefit the community

2.4 **COMMON AREA.** Every Owner shall have a right of enjoyment in and to the Common Areas which are hereby dedicated to the Association for the benefit, use and enjoyment of the Lot Owners. Ownership of a Lot within the Property shall not entitle a Lot Owner to utilize the Common Area for any purpose except for which it was intended and it shall not entitle a Lot Owner to come upon any portion of the Common Areas which is not intended for public purposes, including, but not limited to, any water retention ponds. No Lot Owner shall commit any act upon the Common Areas which causes or has the potential to cause any damage to the Common Areas or to the plant life or improvements thereon. No Lot Owner shall commit any act upon the Common Areas which creates a dangerous or potentially dangerous situation or which can be considered a nuisance to any Lot Owner. No Lot Owner shall materially alter the landscape or improvements on the Common Areas in any fashion without the prior written permission of the Board of Directors. Any improvements which are erected on the Common Area by the Association, including, but not limited to, playground

equipment, shall be used at the sole risk of the Owner, resident, guest or invitee who is using the improvement and the Association shall not be responsible for any injury, accident or damage that occur on the Common Area. No Lot Owner, resident, guest or invitee may drive any vehicle on the Common Areas.

2.5 TRACT "A" WELL SITE. Tract "A", Well Site, is shown on the plat of WEDGEWOOD CLUB, as recorded in Plat Book 29, Page 89, of the Public Records of Lake County, Florida. The Association shall own and operate the Well Site in accordance with the rules of the Public Service Commission. Easements are hereby reserved across all Lots as may be required for the installation, monitoring and repair of the water meter. Easements are also reserved across all Lots as required for any maintenance and/or repair.

2.6 GOLF COURSE. This section shall pertain to those lots and common areas that are adjacent to that certain golf course known as "Wedgewood Golf Course on County Road 44. There will be an easement over and across those lots and common areas adjacent to the Wedgewood Golf Course to permit the doing of every act necessary and proper to the playing of golf on the Wedgewood Golf Course. These acts shall include, but not be limited to, the recovery of golf balls from Lots, flight of golf balls over and upon the Lots, the use of necessary equipment upon the golf course, the usual and common noise level created by the maintenance of the course and the playing of the game of golf, together with all other common and usual activity associated with the game of golf. No fences along the back property line shall be permitted on any Lot bordering the Wedgewood Golf Course.

ARTICLE III - PROTECTIVE COVENANTS

3.1 RESIDENTIAL, USE ONLY, LEASE, RENTAL OF LOTS. Each Lot shall be used for single-family, private residential purposes only. No more than one Unit shall be located on any one Lot. Besides the restrictions contained in this section, nothing contained herein shall restrict an Owner's right to lease or rent his/her Lot and the Unit thereon for residential purposes. No Unit on a Lot may be leased or rented for a term of less than six (6) months. No unit may be re-leased earlier than six (6) months. All agreements to lease a Lot and Unit must be in writing and must contain a provision that expressly states that the tenants and residents subject to such lease agree to be bound by the terms and conditions of this Amended and Restated Declaration. Only a single lease agreement may be in effect at any particular time for a Lot and Unit. All leases must be for the rental of the entire Lot and Unit (e.g. no individual rooms or portions of the Lot or Unit may be leased separate from the rest of the Lot and Unit). Any Lot Owner who is renting or leasing his Lot and Unit must submit to the Association a completed and SIGNED Lease Information Form (EXHIBIT"B") showing the length of lease, the full name, mailing address, and phone number of ALL tenants and/or residents who will be occupying the Lot and Unit prior to such tenants or residents residing upon the Lot. Tenants and/or residents must also sign that they have received a copy of Wedgewood By-Laws and Covenants and agree to comply with stated restrictions. Water service will be delayed until such information has been submitted to the Association.

3.2 **MOTORIZED VEHICLES.** All motor vehicles shall carry the current year's license tag registration and shall be maintained in proper operating condition so that they do not constitute a nuisance because of noise, exhaust, emissions, immobility or otherwise. All motor vehicles, including, but not limited to automobiles, golf carts, trucks, trail bikes, motorcycles, etc., shall be driven only upon the paved driving areas. No motor vehicle shall be driven upon the pathways or unpaved areas of the Property.

3.3 **PARKING.** All vehicles parked with the Property must be parked in garage spaces or paved driveways. No vehicles may be parked across sidewalks in violation of the American with Disabilities Act. Unless otherwise permitted in advance for specific circumstances by the Board of Directors, no trucks with more than two axles, with wheels larger than standard size for such model of truck or with trucks, including commercial vehicles, with more than a one ton capacity; boats; house trailers; boat trailers; mobile homes; campers; or trailers of any description shall be parked on any Lot, except as follows:

(a) this prohibition shall not apply to the temporary parking of trucks or commercial vehicles which are currently engaged in pickup and/or delivery or other services as may be necessary to service Lot Owners and/or residents of the Association and shall not apply for the period of time such trucks or commercial vehicles are servicing the Common Areas;

(b) boats, boat trailers, campers, mobile homes and trailers are permitted to be parked permanently on the Property if they are parked entirely within an enclosed garage and

(c) boats, boat trailers, campers, mobile homes may be parked outside of an enclosed garage for temporary periods provided such period does not exceed more than forty-eight (48) hours up to two (2) times per month.

3.3.1 **REPAIRS.** Except for minor emergency repairs (e.g. changing a tire), no owner or resident shall repair or restore any vehicle, boat or trailer upon any portion of the lands.

3.4 **PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. There shall be no more than two (2) common household pets in total in any Unit. When outside of a Unit and on the Property, pets must be restrained at all times on a leash, in a carrier, inside a fence approved the Association or inside an invisible pet fence and must, at all times, be under the control and direct supervision of any owner, his/her family, servant, guest, invitee or lessee. Every Owner shall have the responsibility for cleaning up after his/her pet. Pets are not allowed in any retention pond.

3.5 **TRASH AND GARBAGE.** No Lot shall be used for the dumping or accumulation of rubbish, trash, garbage or other solid waste materials. All Lots shall be kept free on any accumulation of rubbish, trash, garbage and other solid waste materials and from unsightly weeds and underbrush. Garbage containers must be kept in the garage. No garbage container is to be left outside with the exception of garbage pickup day. Yard waste containers must be kept in the garage or either on the side or in back of residence.

3.6 **ANTENNAE.** The placement and size of all antennae, aerials, satellite dishes and similar devices must be approved in advance by the Architectural Review Committee, subject to all Federal and State regulations and laws. Antennae larger than one (1) meter in diameter are prohibited. Antennae cannot be installed by Owners on Common Areas. To the extent acceptable quality signals can be received from multiple locations on an Owner's Lot, antennae, aerials, satellite, dishes and similar devices must be located in the least visible location of the Lot, as low as possible, and shielded from view to the greatest degree possible. Owners who install antennae, aerials, satellite dishes and similar devices have personal liability for the installation and maintenance thereof and must timely maintain or remove it. The height of the mast on antennae, aerials, satellite dishes and similar devices is limited and may not extend more than twelve feet (12') above the roofline.

3.7 **SIGNS.** No signs of any type shall be displayed to public view on the Property, Common Areas, Lots or any portions thereof, except that any Lot Owner may display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the Unit.

3.8 **NUISANCE.** An Owner, his/her family, invitees and lessees shall not do or keep, and shall not cause anything to be done or kept on his/her Lot, which would constitute a nuisance. No Owner may obstruct or interfere with the rights of the other Owners or the Association by unreasonable noise, odor or otherwise, nor shall any Owner, his/her family, invitees or lessees commit or permit any nuisance or immoral or illegal act within the subdivision.

3.9 **FENCES, ENCLOSURES AND HEDGES.** Only those fences or hedges installed, erected or planted by the Association or permitted in advance in writing by the Architectural Review Committee shall be permitted on the Property. Prior to erecting any fence or hedge on any Lot, the Owner or Owners of such Lot must get the approval in writing of the Architectural Review Committee in accordance with Article V thereof. A survey must be included with the application. All replacement fences must conform with current restrictions.

All fences erected on Lots shall be either

- (a) constructed of vinyl clad (green in color) chain link and four feet (4') or five feet (5') in height; or
- (b) white vinyl only six feet (6') maximum

1. Entry gate doors to be forty-two inches (42") not to exceed fifty-two inches (52") allowing for the entry of larger commercial lawn maintenance equipment. No gate is allowed on the back wall of the fence.
2. Fence to run from back corner of house to within four feet (4') of property line on all sides.
3. Fencing style must be consistent all the way around the Lot, no mix and match between chain link fence and white vinyl fence.
4. No hedge or vegetation on fence line with the exception of property backing up to County Road 452 or County Road 44. Hedge or vegetation may be planted for sound suppression. All vegetations must be maintained and not exceed four feet (4') in height. Hedges may create a solid border along the back only lot line of the property. Hedge must be within four feet (4) of property line. The maximum height for the hedge is four feet (4').
5. Vinyl fences must be maintained regularly to remove any mold, dirt, discoloration around the interior and exterior.

All fence posts must be set in concrete. Fences must be set back four (4') from the rear Lot line and shall not extend further than within four feet (4') of the property line of the Unit upon such Lot. No wood or other materials besides vinyl or green chain link shall be used to construct fences. All fences and landscaping surrounding fences must be property maintained in a neat and attractive condition, specifically including, but not limited to, the areas of lawn or other landscaping immediately adjacent to the bottom of the fence. At no time shall any fence be used for hanging rugs, towels, car mats, clothing, bedding or the like. No fences or enclosures of any kind are permitted in the front yard of a Unit on any Lot.

Vinyl enclosures may be permitted for patios attached to the rear of a Unit on a Lot, air-conditioning equipment, pool maintenance equipment and trash can storage areas. Enclosures must be vinyl and white in color. The maximum height of a enclosure is five feet (5').

3.10 HOUSE PAINTING All house painting must be approved in advance by the ARC Committee. Color choices are restricted to muted earth tones. No bold or brash colors will be allowed

3.11 SHEDS. All sheds or similar outbuildings must be approved in advance by the Architectural Review Committee in accordance with Article V hereof. Not more than one (1) shed is allowed to be on any Lot. Metal sheds shall not be permitted. Sheds must be pre-fabricated or built on the Lot. However, the erection of a shed must be completed within thirty (30) days from the time any of the materials to construct such shed are placed on a Lot. The maximum square footage of a shed on any Lot is one hundred and forty (140) square feet. No

shed on any Lot may exceed twelve feet (12') in height. The color of a shed on a Lot must closely match the color of the exterior walls on the body of the Unit on that Lot, not the paint color of the exterior trim. Any shed which has a shingled roof on a Lot must be matched as closely as possible to the style and color of the roof shingles of the Unit on that Lot. The floor of all sheds on Lots must be finished and not left open to the ground below. Sheds must be maintained in a neat and attractive condition. No items may be stored by leaning them against the exterior of a shed. All equipment or items to be stored in a shed must be stored inside the shed. Skirting, preferable plastic lattice, must be placed around the bottom perimeter of the shed if necessary to cover any open space between the walls of the shed and the ground.

3.12 WATER AND SEWER. Every Lot Owner is required to utilize the water system constructed by the Developer, subject to regulations of governing authorities. Sewage disposal shall be by septic system unless otherwise dictated by regulations of governing authorities. Septic systems must be properly maintained by the Lot Owner. The drilling of private wells is strictly prohibited.

3.13 POOLS. All swimming pools erected on Lots shall be of the in-ground variety and shall be permanent in nature. All swimming pools shall be located in the back yard behind the rear of the Unit on a Lot. No pools shall be permitted in the front or side yard of any Unit on a Lot. All pools shall be set back a minimum of ten feet (10) from the rear Lot line. All swimming pools shall be enclosed by a screen enclosure which is attached to the rear of the Unit.

No above ground pools of any nature are permitted, except for pools designed for use by small children ("Kiddie Pools") which are not permanent in nature and which measure no more than twelve feet (12') across at any point and have a maximum depth of thirty-six inches (36"). Such Kiddie Pools may only be used behind the rear of a Unit in the back yard and shall not be permitted to be used in the front or side yard of a Unit on a Lot. Kiddie pools may only be used between May 1st and September 30th. After September 30th, all kiddie pools must be drained and removed.

3.14 LANDSCAPING BORDERS. No decorative borders constructed of wood or other materials which are erected along the boundary of a flower bed or other landscaping feature on a Lot shall exceed two feet (2') in height.

3.15 LAWN AND LANDSCAPING MAINTENANCE. All lawns and landscaping shall be maintained in a neat and attractive condition. No dead or overgrown grass, weeds, trees, hedges, plants, shrubs, etc. shall be permitted to remain on any Lot. All areas of the lawn on a Lot which are dead or bare must be promptly seeded or covered with sod. Florida Natural lawns are permitted.

3.16 TREES. All trees branching over sidewalks must be trimmed to allow a minimum of eighty inches (80") clearance over the sidewalk. Bushes bordering sidewalks must be trimmed to allow six inches (6") clearance from the sidewalk

ARTICLE IV - FAILURE TO COMPLY

4.1 All Lot Owners/Resident have agreed to comply with the established Bylaws and Covenants of the Association.

4.2 Fines will be assessed for failure to comply .

- a. Boats/Trailers will be fined at fifty percent (50%) of annual assessments.
- b. Any and all other violations will be fined at the discretion of the Board of Directors, ranging from 20% to 50% per violation.
- c. Fines will be compounded @ 10% on a weekly basis.

4.3 Failure to comply with these regulations will be addressed

- a. A first letter to advise resident of non-compliance will be sent allowing resident fourteen (14) calendar days from date of letter to respond and/or comply. A hearing with the Board of Directors may be requested to address non-compliance within the fourteen day period.
- b. If required, a second letter sent by Certified Mail will be sent allowing five (5) calendar days from date of letter to respond and comply.
- c. If required, a third letter will be sent by the Association Attorney (at the property owner cost) allowing forty-eight (48) hours for resolution.
- d. Fines will commence at end of the 48 hours.
- e. If required a Notice of Lien will be sent advising property owner of intent to file a lien on the property for non-compliance. A lien will be filed with the courts after thirty days from date of notice.
- f. Foreclosure of the lien will be commenced after forty-five days of lien filing.

4.4 Repeat violations will be fined at double the amount of the first violation.

4.5 All fines, costs and attorney fees incurred in resolving violations will be the responsibility of property owner.

ARTICLE V - ARCHITECTURAL CONTROL

5.1 ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee ("ARC") members shall be appointed by and shall serve at the pleasure of the Board of Directors. The number of ARC members shall be set and may be changed by a majority vote of

the Board of Directors. However, the ARC shall always be comprised of an odd number of members and shall consist of no less than three (3). Board members may not serve as members of the Architectural Review Committee. The ARC shall have full power to regulate all exterior improvements to the Property in the manner provided. All decisions of the ARC shall be final and binding, unless such decision is submitted to the Board of Directors for review and appeal. The Board of Directors may (by majority vote) either confirm or overrule the decision of the ARC and such decision of the Board of Directors shall be final and binding. No member of the ARC shall be entitled to compensation for services performed.

5.2 **POWERS AND DUTIES.** The intent of this provision is to give the authority to the ARC to approve the nature, kind, shape, location, height, size and materials of all exterior additions, changes and modifications to any Lot or Unit, or to any of the existing improvements on a Lot or Unit.

5.2.1 A written application with specifications is required for any matter to come before the ARC and must be submitted by the Lot Owner.

5.2.2 As soon as is reasonably possible, but in no event later than thirty (30) days after the submission of a completed Application and Specifications, the ARC shall indicate its approval or disapproval of the matters to be acted upon by them by written instrument serviced personally to the Owner or served by certified mail upon the Owner.

5.2.3 Any variance to the approved request must be resubmitted to ARC for approval.

5.2.4 Should a Lot Owner commence, erect or maintain any change or addition required to be submitted for approval according the terms hereof without first submitting an Application and Specifications for written approval to the ARC, the Association shall be empowered to seek an injunction to prohibit the completion of the work until such time as a proper and complete Application and Specifications have been submitted to the ARC and the ARC has had an opportunity to review and approve or disapprove the proposed improvements. Any Lot Owner who proceeds to improve a Lot without the prior written consent of the ARC proceeds at his own risk. Should consent be withheld by the ARC, the Lot Owner shall be required to remove or modify the unauthorized improvements.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 **LEVY OF MAINTENANCE ASSESSMENTS.** The Association has designed and planned the construction of street lighting, a water well system (designation as Tract "A" on the Plat of the property) water retention areas and Common Areas for the benefit of the Lot Owners. These services and facilities will be operated and maintained by the Association. The cost of maintaining the services, facilities and Common Areas will be paid by the Lot Owners. Such payment will be collected in the form of maintenance assessments levied equally against all Lots.

6.2 **WATER CHARGES.** Charges for water will be paid by all Lot Owners/Residents quarterly and will be calculated on water usage and base fee.

6.3 **CREATION OF LIEN AND PERSONAL OBLIGATION.** Each Owner of any Lot by acceptance of a deed or other instrument of conveyance therefore, is deemed to comply and agree to all the provisions, covenants, conditions, easements and restrictions of the Declaration and promptly pay assessments or charges. THE ASSESSMENTS, TOGETHER WITH LATE FEES, INTEREST, COST OF COLLECTION AND REASONABLE ATTORNEY'S FEES SHALL BE A CHARGE ON AND A CONTINUING LIEN ON THE LOT AGAINST WHICH THE ASSESSMENT IS MADE. Each such assessment together with the late fees, interest, cost of collection, and reasonable attorney's fees shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the assessment first became due and payable.

6.4 **PURPOSE OF ASSESSMENTS.** The assessments shall be used for purposes consistent with the best interests of the Association and its members, in the discretion of the Board and to support and maintain Common Areas of Wedgwood, including, but not limited to, the payment of governmental tax assessments, maintenance of easements, the purchase of insurance for the common areas, the maintenance of street lighting, and the payment of the cost to obtain labor, services, equipment, materials, management and the necessary supervision thereof. The assessments for subsequent years shall not be limited to the amount of assessments set in earlier years. In no event shall assessments and any other revenues exceed expenses.

6.5 **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES.** The amount of assessment on an annual basis shall be established at least thirty (30) days in advance of each annual assessment period. Written notification of the annual assessment shall be sent to every Owner. Assessments shall be paid annually in one installment.

6.6 **SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized above, a special assessment may be levied applicable only to that year and only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area (including fixtures and personal property related thereto), the amount of any unanticipated taxes or insurance costs and the amount of any budget deficit from that year. Said assessments will be fixed and assessed at a uniform rate.

6.7 **EFFECTIVE NON-PAYMENT OF THE ASSESSMENTS, REMEDIES OF THE ASSOCIATION.** Any assessment not paid within ten (10) days after the due date shall incur late fees at the amount of Ten Dollars (\$10.00), and bear interest from the due date at Eighteen Percent (18%) per annum or the highest rate of interest authorized under the usury laws of the State of Florida. The Association may file a claim of lien for such overdue assessments. The Association may bring a lawful action against any Owner who has failed to pay the assessment and who is obligated to pay same and may sue to foreclose the lien against the Lot. No Owner

may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of the Lot. If any assessment remains unpaid thirty (30) days after the same shall become due, the Association shall give written notice of that delinquency to any mortgagee who has requested written notification of the same.

6.7.1 Non-payment of water charges incurred will incur same remedies as stated for assessments.

ARTICLE VII - ASSOCIATION

7.1 **MEMBERSHIP.** The Association shall have one class of members which shall be comprised of all Lot Owners. Each Lot shall be accorded one vote which shall be exercised as the Owner or Owners of the Lot determine among themselves. In no event shall more than one vote be cast for a single Lot. If any Owner of a Lot casts a vote representing that Lot, it shall be presumed conclusively for all purposes that such Owner was acting with the consent and authority of all other Owners of the Lot. Should more than one vote be cast on behalf of a single Lot, none of the votes so cast shall be counted and all votes cast on behalf of that Lot shall be deemed null and void.

ARTICLE VII - GENERAL PROVISIONS

8.1 **ENFORCEMENT.** The Association and any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and other charges now or hereafter imposed by the provision of the Declaration and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys fee. The failure of the Association to be made aware of the violation shall in no event be deemed a waiver of the right to do so thereafter.

8.1.1 Owners of rental property are responsible for tenants complying with all by-laws and covenants and are subject to enforcement as stated in this Declaration.

8.2 **SEVERABILITY.** The invalidation of any of the provisions hereof by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

8.3 **RESTRICTIONS RUN WITH THE LANDS; AMENDMENT.** The provisions, covenants, conditions, easements, and restrictions of this Association shall run with and bind the property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time, they shall be extended for successive period of ten (10) years each, unless an instrument signed by at least seventy-five percent (75%) of the Lot Owners and certified by the Officers of the Association shall be recorded indicating that the Declaration is terminated. This Declaration may be amended by a majority (fifty percent plus 1) of those Owners voting in person or by mail at a duly called meeting of the members of the Association at which a quorum has been attained. Such amendment shall not be effective until recorded in the Public Records of Lake County, Florida.

EXHIBIT "A"

The following described real property is and shall be subject to the foregoing Amended and Restated Declaration and shall constitute the "Property" as that term is used in the Amended and Restated Declaration:

WEDGEWOOD CLUB, as recorded in Plat Book 29, at Page 89, of the Public Records of Lake County, Florida;

WEDGEWOOD CLUB FIRST ADDITION, as recorded in Plat Book 30, at Page 35, of the Public Records of Lake County, Florida;

WEDGEWOOD CLUB SECOND ADDITION, as recorded in Plat Book 30, at Page 76, of the Public Records of Lake County, Florida;

WEDGEWOOD CLUB THIRD ADDITION, as recorded in Plat Book 31, at Page 45, of the Public Records of Lake County, Florida;

WEDGEWOOD CLUB FOURTH ADDITION, as recorded in Plat Book 32, at Page 72, of the Public Records of Lake County, Florida;

WEDGEWOOD CLUB FIFTH ADDITION, as recorded in Plat Book 33, at Page 28, of the Public Records of Lake County, Florida;

WEDGEWOOD CLUB SIXTH ADDITION, as recorded in Plat Book 34, at Page 53, of the Public Records of Lake County, Florida;

WEDGEWOOD CLUB SEVENTH ADDITION, as recorded in Plat Book 34, at Page 55, of the Public Records of Lake County, Florida;

WEDGEWOOD THREE, as recorded in Plat Book 35, at Page 37, of the Public Records of Lake County, Florida.

EXHIBIT "B"
LEASE INFORMATION FORM

WEDGEWOOD IS A DEED RESTRICTED COMMUNITY OF SINGLE FAMILY HOMES. Wedgewood property that is rented/leased requires the following information to be forwarded to the Wedgewood Homeowners Association Office prior to occupancy by the tenants. As tenants are bound by the same By-Laws and Covenants of the Association as the property owner, it is the responsibility of the property owner to supply all tenants with copies of the By-Laws and Covenants. Water service will be delayed until such information has been submitted to the Association.

Property Owner Name(s): _____

Property Address: _____

Mailing Address of Property Owners: _____

Phone Number _____

Length of Lease (minimum six (6) months):

From: _____ To: _____

Tenant Name(s): _____

Tenant(s) Mailing Address: _____

Tenant(s) Phone Number: _____

Tenant(s) Vehicle(s) Description(s) and Tag Number(s) _____

Receipt of By-laws and Covenants:

Received by: _____

(Sign Name)

(Print Name)

Date: _____