

**DECLARATION  
OF RESTRICTIVE COVENANTS AND CONDITIONS  
OF  
COSTA BLANCA SUBDIVISION**

(Substantial rewording. See governing documents for current text.)

***THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF COSTA BLANCA SUBDIVISION***, ("Amended and Restated Declaration") adopted on the date hereinafter set forth by **at least sixty percent (60%/10 Owners) of the voting interests of Costa Blanca, Ponce Inlet Homeowners Association, Inc.**, a Florida corporation ("Association").

**W I T N E S E T H:**

***WHEREAS***, a Declaration of Restrictive Covenants and Conditions ("Declaration") was adopted by the Developer or Declarant of Costa Blanca Subdivision ("the Subdivision") and recorded in Official Records Book 2467, Page 1688, et seq., Public Records of Volusia County, and

***WHEREAS***, Article XII of the Declaration indicates that the Declaration can be amended by "an instrument signed by not less than sixty percent (60%) of the lot owners", and

NOW THEREFORE, the requisite number of voting interests in the Association did adopt this Amended and Restated Declaration, and hereby declare that each of the parcels of real property on which townhomes are constructed within the Subdivision, together with the improvements constructed thereon, (referred to herein as "Units"), shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on and inure to the benefit of all parties having any right, title, or interest in the described Subdivision, their heirs, successors, and assigns.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against each Unit Owner and may be either a Regular Assessment or a Special Assessment.

- a. "Regular Assessment" means an Assessment imposed pursuant to the annual budget and does not mean a Special Assessment.



- b. "Special Assessment" means any assessment other than the assessment required by the annual budget.

Section 2. "Association" shall mean and refer to the **Costa Blanca, Ponce Inlet Homeowners Association, Inc.**, a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation ("Articles") and By-Laws of the Association ("Bylaws") were previously recorded in the Public Records of Volusia County, and amendments thereto shall be recorded.

Section 3. "Common Area" or "Common Areas" shall mean the areas designated as "Common Area" on the plat recorded at Map Book 39, Page 40, Public Records of Volusia County, Florida, ("Plat") and specifically includes all areas outside of the legal description of individual lots as described on the Plat. It shall also include the five (5) foot wide walkway to the beach along the northerly property line, 16 parking spaces, one of which shall be assigned to the exclusive use of the Owner(s) of each respective Unit as follows: marked spaces for 1-8 and parking spaces in front of each respective garage for 9-16. All remaining spaces are additional parking. The common outside stairways and walkways (including sidewalks, front balcony and pavers, the garbage enclosure, palisters, the swimming pool, pool deck and its accessories are also common area.

Section 4. "Declarant" shall mean and refer to JAN-MAR, Ponce Inlet, Inc., the original Developer of the Subdivision.

Section 5. "Owner" or "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Unit that is a part of the Subdivision.

Section 6. "Property" shall mean and refer to that certain real property described in the Plat of Costa Blanca Subdivision, as recorded in Map Book 39, Page 40, Public Records of Volusia County, Florida.

Section 7. "Subdivision" shall mean and refer to that certain Subdivision known as the Plat of Costa Blanca Subdivision, as recorded in Map Book 39, Page 40, Public Records of Volusia County, Florida.

Section 8. "Unit" shall mean and refer to each individual subdivision lot, including the townhome constructed thereon, with the exception of the Common Area.

## **ARTICLE II** **PROPERTY RIGHTS**

Section 1. *Owners' Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:



- a. The right of the Association to assess and charge Regular and Special Assessments;
- b. The right of the Association to suspend the right to the use of the common areas and facilities upon notice and hearing as required by law.
- c. The right to fine an Owner, Tenant, Guest or Invitee, as provided herein, and in compliance with Florida law.

Section 2. Easement for Encroachments. In the event that any portion of any structure originally constructed by the Declarant, or constructed by any person prior to the date of this Amended and Restated Declaration, including but not limited to any boundary line wall, sidewalk, or roof overhang, shall protrude onto or over an adjoining Unit or Common Area, such structure, wall, sidewalk, patio, or roof overhang shall not be deemed to be an encroachment upon the adjoining Unit or Common Area, and the owner of such Unit, or the Association if the encroachment is onto Common Area, shall be deemed to have granted a perpetual easement to the Owner owning the adjoining Unit for continuing maintenance, existence and use of such projection, including any replacement thereof. While the Association does not condone prior encroachments, it deems it necessary to accept any such encroachments. All future construction shall comply with the approval process in order to avoid further encroachments.

Section 3. Use of Common Area When Unit is Rented. An Owner shall be deemed to have delegated, the Owner's right of enjoyment to the Common Area and facilities to any tenants who reside in the Unit, and the Owner shall forfeit all rights to use Common Area except ingress and egress.

Section 4. Easement for Enjoyment of Common Area. All Owners, and to the extent applicable, their Guests and Invitees, or their Tenants if the Unit has been rented, to the extent that use rights have not been suspended pursuant hereto, have an Easement of Enjoyment of the Common Area.

Section 5. Easements for Utilities and Services. All Owners and the Association are hereby granted easements upon and over any portion of each Unit and the Common Area by which and through which utilities (Electric, Telephone, Cable Television, Water, Sewer, and any other utility) cross the property to provide service to the Units or the Common Areas. Such easements shall include the right of any utility company or other agency utilizing any such easement to install, replace, repair, and maintain all utility and service lines and systems and to modify the easement as necessary to provide the service required.

Section 6. Easements Shown on Plat and Contained in Original Declaration. The subdivision plat recorded in the public records reflects certain easements, which are acknowledged hereby to be valid and in place, and the following easements:

- a. An easement five (5) feet in width running from the electric pads serving all buildings to the meter for each residence for the maintenance and repair of electric service.



- b. An easement over all landscaped areas of each lot for maintenance of the sprinkler system.
- c. An easement for ingress and egress and regress over any shared area of the buildings.

Section 7. Ingress/Egress Easement for Maintenance. There is hereby created an ingress and egress easement upon, across and over the Common Area for the purpose of lawn maintenance, grass cutting, shrubbery trimming, tree trimming, sprinkler maintenance, fertilizing, exterior & commons painting and spraying. This easement shall in no way affect any other recorded easement on the property.

Section 8. Easements in Time of Emergency. Each Owner does hereby grant and give to the Association, or its designated agent, a right of ingress and egress to and upon the Owner's Unit for the purpose of abating or correcting any emergency condition concerning property damage or the affecting or having the potential to affect the health, safety, and welfare of the Owners or occupants or the Subdivision.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. The Owner (or the Owners collectively) of each Unit shall automatically be a Member of the Association upon recording in the public records of a deed of conveyance, and membership shall automatically terminate when one is no longer an Owner. Membership shall be appurtenant to and may not be separated from ownership of any Unit that is subject to assessment.

Section 2. The Association shall have one class of voting membership.

Section 3. Each Unit shall have only one vote, and one person shall be designated on behalf of each Unit to cast votes and be counted for quorum purposes as to the Unit.

Section 4. Unless otherwise provided, the presence of thirty (30%/5 Owners) of the total number of Unit Owners' votes, in person or by proxy, shall constitute a quorum for the purpose of conducting a meeting. The vote conducted at such meeting shall be by majority present, in person or by proxy and entitled to vote thereat, unless otherwise required by this Declaration or Florida Statutes.

### **ARTICLE IV**

#### **COVENANTS AND USE RESTRICTIONS**

Section 1. Restrictive Covenants. Certain protective and restrictive covenants are hereby imposed upon the Subdivision, and shall run with the land, and may be supplemented by Rules and



Regulations created by the Members of the Association at any time. Due to the small size of the Association, Rules and Regulations may be approved by the Board of Directors of the Association but shall also be approved by a majority vote of the Owners. The Restrictive Covenants imposed by this Declaration are:

a. Each of the Units shall be occupied as a residence by no more than the number of persons permitted by the laws of the City of Ponce Inlet, and or the County of Volusia, as they may be amended from time to time.

b. No livestock, horses, poultry or animals of any kind shall be raised, bred or kept on or in any Unit with the exception of cats and dogs which may be kept, provided that they are not kept or bred for commercial purposes. Such pets must be on a leash when walked in the Subdivision. The Owner shall be responsible for cleaning up after any pet.

c. No trucks (dual rear wheel or larger) or commercial vehicles, campers, motor homes, boat, trailer, or boat and trailer or recreational vehicle shall be permitted to be parked or to be stored at any place within the Subdivision, including the Units and the Common Areas. This prohibition as to commercial vehicles shall not apply to temporary parking of such vehicles for pick-up, delivery, performance of work or other temporary uses. Automobiles shall be parked only in the designated parking spaces or in the owners' respective garages. No vehicle shall be parked overnight on the street.

d. No outdoor clothes drying activity shall be conducted on or in the Common Area, Outdoor clothes drying is permitted within a Unit;s property provided a reasonable attempt is made to keep such activity hidden from the view of others. Any such activity that require removable lines and poles, shall be removed and stored when not in use.

e. All garbage and trash containers and similar items shall be hidden from view, any area for storage of such items shall be kept in a clean and neat condition.

f. No sign of any kind shall be erected, permitted to remain on, or displayed to public view on or from any Unit, except an approved sign giving the name of the occupant of the residence located on said Unit, or an approved sign advertising the premises for rent or sale. All signs must be approved by the Board of Directors and may not be placed in the Common Area.

g. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle shall be used or permitted to remain on or in any Unit as a residence, or other living quarters, whether temporary or permanent. No exterior structure shall be placed on any Unit, unless originally constructed prior to the date of this Amended and Restated Declaration. No porch, patio, or structure shall be constructed on the Common Area around a Unit. If any such structures were previously permitted or were constructed prior to approval of this Amended and Restated Declaration, they shall be permitted to continue.



h. No obnoxious, offensive or commercial activity shall be conducted or permitted to exist upon any Unit or in any dwelling thereon, nor shall anything be done or permitted to exist that may be or become an annoyance, or a private or public nuisance.

i. No wall, fence or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Unit unless and until determined to meet the qualifications approved by the Members, if any, and if permitted, that the height, type, and location thereof have been approved by Architectural Control Committee, if any, and if none then by the Board of Directors, subject to the ordinances, rules and procedures of the City of Ponce Inlet, if applicable. The Association shall permit hurricane shutters that comply with Florida law and its rules.

j. No personal property (other than motor vehicles parked in designated spaces as set forth in this Declaration) owned by any party other than the Association may be left, stored, kept or maintained on the Common Area.

Section 2. Rental Restrictions. Any lease or occupancy of a Unit by any person other than the Owner shall meet all the requirements imposed by the then effective ordinances, rules and requirements of the City of Ponce Inlet. In the event such ordinances, rules or requirements are subsequently eliminated or weakened, the Association shall be deemed to have adopted all provisions and powers imposed by the then-effective Florida statutes including restricting rentals to a minimum of 28 consecutive days.

### Section 3. Maintenance.

*Yard Maintenance.* The Association shall have the duty and responsibility to maintain the Common Area, which shall include mowing, edging, fertilizing, tree and bush trimming and pest control.

- (1) Any vegetation (including trees, shrubbery and landscaping) placed by the Unit owner, which requires prior written approval by the Association shall be maintained by the Unit Owner, and if the maintenance contractor performs such work, it may be charged separately to the Unit Owner. An easement exists permitting the Association's employees, if any, and companies with which the Association contracts to perform such maintenance. The expense of such maintenance shall be included in the budget of common area maintenance. In the event that a Unit Owner is responsible for vegetation on the Unit, and fails to maintain it, the Association shall have the right to fine the Unit Owner, to perform such maintenance, and to charge the Unit Owner the expenses incurred as a result of performing the maintenance, which shall be subject to the right to lien if unpaid.



- (2) The well, sprinkler system, detention basins swimming pool, pool deck, fencing, walkways, stairways, parking lot, pilasters and garbage enclosure are common to the Subdivision, and within the operation and control of the Association. Thus, the Association shall maintain, repair and replace all items related to these items.

b. Other Maintenance. Each Unit Owner shall maintain in good, safe, clean, neat and attractive condition and repair the interior and exterior of the Owner's townhome, including, without limitation, the walls, painting of the walls, windows, window screens, doors, shutters, roofs, soffits, downspouts, lights and all other Unit attachments and visible aspects thereof. The material, design appearance and color of the exterior walls, roofing material, fascia, soffits, windows, doors, walls, trim and other exterior surfaces shall be uniform with the other Units, as approved by a vote of sixty (60%) of the Owners at a duly called owners meeting and voting in person or by proxy or written ballot as provided in the By-Laws.

Each Owner shall also keep the Party Walls shared with other owners in a good, safe, and maintained condition. In the event that the Unit Owner fails to maintain items for which Unit Owner is responsible, the Association shall have the right to fine the Unit Owner, to perform the required maintenance, and to charge the Unit Owner for the expense incurred in performing the maintenance, which shall be subject to the right to lien if unpaid.

#### Section 4.     *Party Walls.*

a. Each wall built as a part of the original construction on the dividing line between two Units shall constitute a party wall, ("Party Wall") and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners whose Units abut the wall. Expenses related to repair and maintenance of the interior wall of a Unit shall be the responsibility of that Unit. If the area between two walls requires maintenance or repair, and the need for such repair and maintenance applies to an issue within one Unit, then that Unit is responsible for the repair within the common wall, but if the matter requiring repair involves both sides of the Party Wall, the Owners shall share the expense of the repair or maintenance within the Party Wall.

c. If a Party Wall is destroyed or damaged by fire or any other casualty, the Owner and Association shall apply any insurance proceeds toward repair or replacement. In the event insurance does not provide sufficient funds to repair or replace the Party Wall, the owner of the Unit on each side of the wall shall restore it, and be equally responsible for the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligence or willful acts or omissions.



d. Notwithstanding any other provision of this Article, a Unit Owner, who, by his or her negligent or willful act causes damage to a Party Wall, shall bear the whole cost of furnishing the necessary protection against such elements.

e. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall submit the dispute to the Association, which may attempt to resolve the matter, or may suggest arbitration, mediation or other manner of resolving the matter.

## **ARTICLE V**

### **COVENANT FOR REGULAR AND SPECIAL ASSESSMENTS**

The making and collection of assessments against Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

Section 1. Share of common expense. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for a proportionate share of the common expenses that come due while the Unit Owner owns the Unit. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. In the event of default in the payment of assessments, the Unit Owner shall be liable, in addition to the assessment, for interest and costs of collection, including reasonable attorney's fees. Each assessment against a Unit is the personal obligation of the Unit Owner at the time the assessment becomes due.

Section 2. Interest; application of payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of the highest rate allowed by law from the date when due until paid. Any payment received by the Association shall be applied first to any interest accrued, then to the late charge, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

### Section 3. Late Payments.

a. Late Charges. Assessment installments that are unpaid for a period of Five (5) days after date due shall bear interest at the rate of eighteen (18%) percent per annum from the due date until paid. In addition, a late charge of the greater of ten (\$10.00) dollars or five (5%) percent of a delinquent installment, or if the applicable statute permits a higher late charge, the highest amount permitted by statute, shall be assessed.



b. *Liens.* The Association shall have a lien upon a Unit for any unpaid assessment or installment on an assessment levied against that Unit, together with interest and late charges thereon, that are not paid when due. The lien for unpaid assessments shall also secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of a lien. Said lien shall be effective as and in the manner provided for by Section 720.3085, Florida Statutes and shall have the priorities established by said law. The 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 and encompassed by the lien enforced. In the event of such foreclosure, the Unit Owner may be required by the Court to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Unit Owner or anyone claiming by, through or under said Unit Owner, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or occupant.

c. *Suspension of Voting Rights.* The Association may suspend the voting rights of an Owner for the nonpayment of Regular or Special Assessments that are delinquent in excess of ninety (90) days.

Section 4. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to a valid Notice of Lien. Sale or transfer of any Unit shall not affect the Assessment lien, which shall survive and remain a lien upon the Unit. However, the lenders have the rights afforded by Florida law to pay a reduced amount of past assessments when the lenders take title via foreclosure. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 5. Certificates as to Status of Assessments on a Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Unit is binding upon the Association as of the date of issuance.

Section 6. Special Assessments. In addition to the Regular Assessments authorized above, in the event of an apparent shortfall in Regular Assessments, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purposes stated in the Notice of Meeting of the Board of Directors being scheduled to approve such Special Assessment.

Section 7. Uniform Rate of Assessment. Both annual and special Assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly, semi-annual, or an annual basis, in advance, as determined by the Board of Directors.



## **ARTICLE VI**

### **ARCHITECTURAL CONTROL**

No addition, change or alteration in material, color or design to any exterior aspect of a Unit, including the planting of trees or bushes, shall be commenced, erected, or maintained until the description, together with plans and specifications, if applicable, showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Association and approved. The approval shall be in accordance with guidelines and procedures as promulgated by the Association's Architectural Review Board, or in the absence of such Architectural Review Board, the Board of Directors. A proposed change that is prohibited by these documents or another governing document or guidelines may not be approved without an amendment to the applicable document. All such matters must also fully comply with the ordinances, rules and other requirements of the City of Ponce Inlet and County of Volusia.

## **ARTICLE VII**

### **PROTECTION OF INTERESTS**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this subsection do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay Assessments or other charges when due.

a. *Fines.* The Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its guest, occupant, licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or Rules and Regulations. No such fine may exceed the then effective maximum statutorily permitted fine per violation or the highest amount permitted by statute from time to time. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum amount permitted by Florida law at the time of assessment of the fine. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. A fine of \$1,000 or more may become a lien against an Owner and may be collected in the same manner as an unpaid assessment under this Declaration, including through the recording and foreclosure of a lien. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the no prevailing party as determined by the court.



b. *Suspension of Rights in Common Areas.* The Association may suspend, for a reasonable period of time, the rights of an Owner or Owner's tenants, guests, or invitees, or both, to use the Common Area and facilities (other than the right of ingress and egress), against any Owner or any tenant, guest, or invitee.

## **ARTICLE VIII**

### **EXISTENCE AND DURATION OF TERM**

The foregoing Amended and Restated Declaration of Covenants, Restrictions & Conditions of Costa Blanca Homeowners Association shall be automatically extended for successive periods of 10 years each until an instrument signed by 60% of the lot owners has been recorded in agreement to change said covenants and restrictions in whole or in part.

## **ARTICLE IX**

### **INSURANCE**

Section 1. Obligation to Provide Hazard Insurance. The Owner of each Unit shall maintain in full force and effect a policy of insurance against loss by fire or hazard, including vandalism, malicious mischief and liability coverage, with full replacement cost coverage. Such proof of policy coverage should be filed with management at the beginning of each calendar year. The Association shall maintain a list of Owners and Mortgagees, yet if the list is at any time incorrect as to the actual Owner or Mortgagee of a Unit, record title shall be proof of ownership and proceeds shall be allocated accordingly. All proceeds of insurance policies shall be used to promptly repair or replace any damage to or destruction of improvements to their original condition.

Each policy shall provide for at least twenty (20) days advance notice to all insured parties of the lapse or termination of such insurance. The Association is hereby granted the power and authority to purchase insurance on any Unit if the Owner has failed to provide, to continue to provide, or to pay for the required insurance. In the event the Association places insurance on a Unit, it shall have a lien upon the Unit for reimbursement of all funds expended as a result, including fees and costs in filing and enforcing the lien.

In the event of damage to a Unit not covered by insurance or for which the insurance is insufficient to repair or replace the roof, Party Walls, exterior walls, windows and doors, including trim, to their original condition, and for whatever reason the Unit Owner is unable or unwilling to effect such repairs, it shall be the duty of the Association to fully repair or replace the exterior of the building and to provide the additional funds necessary to fully repair or replace the roof, Party Walls, exterior walls, windows and doors, including trim, to their original condition and shall assess the cost thereof against the Unit and its owner, which shall be a lien on the Unit, as provided in this Declaration, and the Association shall collect the same as in the case of other Assessments.



No Owner shall do anything that would result in an increase in insurance for the other Unit within a building.

Section 2. Public Liability Insurance as to Common Areas. The Association shall maintain a policy of public liability insurance covering the Common Area and all property owned by the Association with such limits as may be determined by the Board of Directors.

Section 3. Worker's Compensation. The Association shall maintain Worker's Compensation Insurance if it has employees, as required by law.

Section 4. Directors' and Officers' Liability Coverage. The Association may obtain Directors' and Officers' Liability Coverage at Association expense.

## **ARTICLE X**

### **DESTRUCTION OF PROPERTY**

If a significant number of units are destroyed by casualty, the Members of the Association shall vote to determine whether to reconstruct or terminate the Association. The Association may substitute a new style of Units for the entire Subdivision or the section of the subdivision that has been destroyed, so long as it fits the appearance of the remaining homes in the Subdivision. If more than fifty percent (50%) of all Units are destroyed, the Homeowners Association may be terminated by agreement of seventy-five percent (75%) of the Unit Owners.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

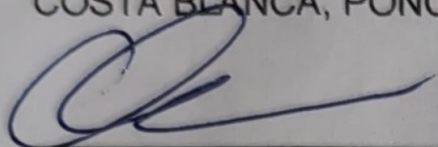
Section 1. Severability. If any provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holdings shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect, and such holdings shall be limited to its most narrow application.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Owners. Any amendment must be recorded in the Public Records of Volusia County.



IN WITNESS WHEREOF, the undersigned, hereby certifies that the above Amended and Restated Declaration of Restrictive Covenants and Conditions were approved by execution thereof by the Owners of not less than seventy-five percent (75%) of the Units in the Subdivision, and has hereunto set its hand and seal this 22 day of January, 20 25.

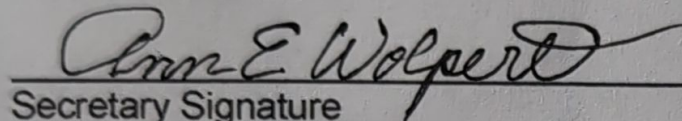
COSTA BLANCA, PONCE INLET HOMEOWNERS ASSOCIATION, INC.



President Signature

SHARON HILL

(Printed Name)



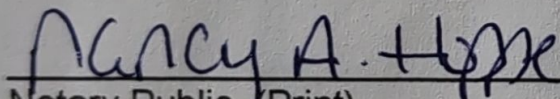
Secretary Signature

ANN E. WOLPERT

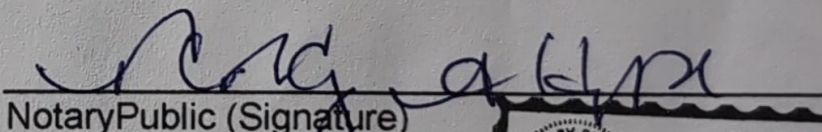
(Printed Name)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of January, 20 25 by Sharon Hill, President, and by Ann E. Wolpert, Secretary, respectively, of COSTA BLANCA, PONCE INLET HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced driver's license as identification.



Notary Public (Print)



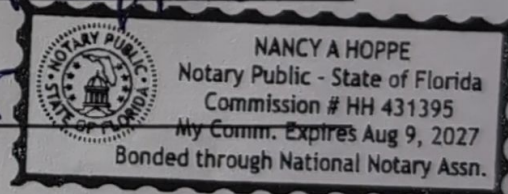
Notary Public (Signature)

Senior Client Advisor

(Title / Rank)

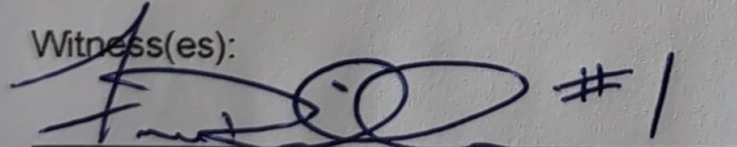
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(Commission Number)

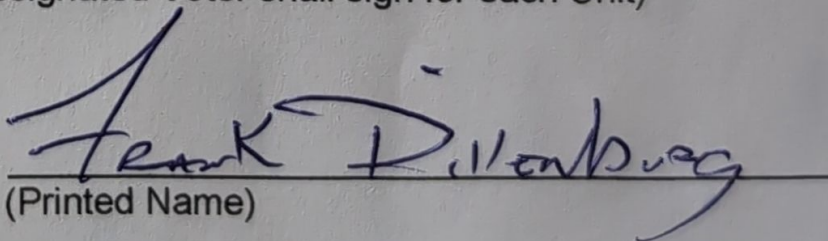


The Undersigned Owners hereby execute this instrument to indicate their adoption of the Amended and Restated Declaration. (The Designated Voter shall sign for each Unit)

Witness(es):



Owner Signature & Unit Number



(Printed Name)