

**AMENDED AND RESTATED  
REVIVED  
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF  
BREEZY VILLAGE; MOBILE HOME SUBDIVISION**

This Amended and Restated Revived Declaration of Restrictions, Covenants and Conditions of Breezy Village; Mobile Home Subdivision has been approved for the purpose of amending that certain Declaration recorded at Official Records Book 515, Page 9 et. seq.; amended at Official Records Book 521, Page 439 et. seq.; Official Records Book 1098, Page 1172 et. seq.; and revived at Official Records Book 3678, Page 835 et. seq., Public Records of Indian River County, Florida.

The Declaration of Restrictions, Covenants and Conditions of Breezy Village Mobile Home Subdivision, as amended and revived aforesaid, is hereby further amended and modified as provided below and that all real property subject to the Declaration, as amended, as shown in Plat Book 9, Page 34, Public Records of Indian River County, Florida, shall be owned sold, conveyed, encumbered, leased, used, occupied and developed subject to the following provisions, covenants, conditions and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the real property. The covenant, conditions and restrictions contained herein shall run with the real property and shall be binding on all parties currently having or subsequently acquiring legal or equitable interest in or to the real property.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date this Revived Declaration was recorded, after which they shall be extended automatically for successive periods of 10 years, unless an instrument signed by a majority of the then owners of record of the lots in the said subdivision has been recorded agreeing to change the covenants in whole or in part. This Declaration may be amended upon written consent of at least a majority of the lot owners. The written consents shall be attached to any amendments upon recording.

2. These covenants are severable and the invalidation of one by a court of competent jurisdiction shall not invalidate any other covenant hereof which remain in full force and effect.

3. Age Restrictions.

a. No children under eighteen (18) years of age shall be allowed to reside on the property except that members shall be permitted to have children as guests on the property for visits not exceeding thirty (30) days aggregate total each calendar year.

b. No occupancy of a Lot shall be permitted unless at least one occupant thereof is a person fifty-five (55) years of age or older. This provision applies to all Lots.

c. The Association must publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older, as contemplated in the fair housing laws.

d. All Owners, lessees, Guests or other occupants, occupying a Lot in excess of thirty (30) days, shall deliver to the Association, upon request, documentation demonstrating proof of age as referred to in administrative rules adopted by HUD, as amended from time to time, along with a fully completed and signed proof of age form prepared and provided by the Association.

e. Exceptions. Notwithstanding the foregoing to the contrary, the following future occupancies shall be permitted, even though no Owners, lessees, Guests or other occupants have attained the age of fifty-five (55) years, provided that the occupant is at least eighteen (18) years of age and further provided that at the time the following exceptions are sought, not less than eighty percent (80%) of the Units are occupied or are considered occupied by at least one person fifty-five (55) years or older:

(1) Occupancy by a surviving spouse, or a surviving non-spouse companion provided that the residence of the surviving companion is the same as that of the deceased at the time of death.

(2) Occupancy by any person who obtains ownership of a Lot by virtue of any Owner's death.

4. Failure of an owner to comply with the provisions of this Declaration or any rules and regulations adopted by Breezy Village Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Association" shall be grounds for immediate action which may include, without limitation, an action to recover sums due for maintenance fees, fines, dues, (hereinafter collectively referred to as "maintenance fees") and damages; levying of fines in accordance with Florida Statutes 720.305(2023) as amended from time to time; injunctive relief may also be sought, or any combination thereof. The offending lot owner shall be responsible for all costs of enforcement, including attorneys' fees actually incurred and court costs.

5. Maintenance fees and Special Assessments.

a. If the maintenance fees (or installments), or special assessments, are not paid on the date(s) when due (being the date(s) specified herein), then such maintenance fees (or installments) or special assessments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as herein provided, thereupon become a continuing lien on the lot which shall bind such property in the hands of the then owner, his heirs, personal representatives, successors and assigns. Each maintenance fee or special assessment against a lot shall also be the personal obligation of the owner at the time the maintenance fee or special assessment fell due. Such personal obligation of the then owner to pay such assessment shall bind successor owners jointly and severally.

b. (1) If any installment of a maintenance fee or special assessment is not paid within ten (10) days after the due date, the delinquent amount shall bear interest from the due

date until paid at the maximum rate allowed by law. Additionally, the Association may charge a late fee as provided by Florida Statute 720.3085(3)(2023) as amended from time to time. The Association may bring an action at law against the owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the lot on which the maintenance fees and special assessments interest and late charges are unpaid or may foreclose the lien against the lot on which the maintenance fees and special assessments interest and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such maintenance fees, late charges and interest. In the event a Judgment is obtained, such Judgment shall include all such sums as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

(2) In addition to the rights of collection of maintenance fees and special assessments stated in this paragraph, any and all persons acquiring title to or an interest in a lot as to which the maintenance fees and special assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales shall not be entitled to the occupancy of such lot or the enjoyment of the recreational areas until such time as all unpaid and delinquent maintenance fees and special assessments due and owing from the selling owner have been fully paid, and no sale or other disposition of lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all maintenance fees and special assessments and other sums due. Notwithstanding the foregoing, the liability of first mortgagee, or its successor or assignee, who acquires title to a lot by foreclosure or by deed in lieu of foreclosure for unpaid maintenance fees and special assessments that become due prior to acquisition of title shall be as provided by Florida Statute 720.3085(2)(2023) as amended from time to time.

(3) It shall be the legal duty and responsibility of the Association to enforce payment of the maintenance fees and special assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve owners from their obligations hereunder. It shall not be the duty of any mortgagee of any part or all of the real property to collect maintenance fees and special assessments. All maintenance fees and special assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

c. Enforcement of the provisions of this Declaration may be by any lot owner, the Association or the Association Board of Directors and may be accomplished by any proceeding at law or in equity against the person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the lots to enforce any lien created by this Declaration; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. The easements and rights-of-way set forth on the said plat for public utilities are reserved for the creation, construction and maintenance of utilities, such as water, telephone, electricity, sewers, television cable, storm drains, public, quasi-public and private, as well as for

any public, private, or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Electric, telephone, water, sewer and all other utilities, including but not limited to television cable, shall be installed underground. Connections from any structure or home to the underground utility lines should be completed at the lot owners expense and shall be underground.

7. Every mobile, modular home or manufactured home, hereinafter referred to collectively as "home", placed on any lot within the Breezy Village Home Subdivision, shall be installed by a contractor, holding a current license within the State of Florida to do such installation. Simultaneously with the installation of a home, the following improvements shall be required to be made, at the owner's expense: (State of Florida and Indian River County Statutes)

a. A concrete carport slab with a minimum of one driveway consisting of a solid concrete pour, extending from the carport slab and merging with the road. The carport shall have an aluminum roof and/or treated wood shingle roof, with posts and fascia. Upon written approval from the Board of Directors a circular driveway may be installed on the lot.

b. The home shall be completely skirted with solid skirting, so that the entire base of the home is enclosed. The skirting design and material must be approved by the Board of Directors.

c. The home must be connected to a public water system, public sewer system and electricity.

d. The home must be completely set upon piers and leveled, with running gear and tongue removed.

e. A mailbox and lighted street lamppost in accordance with the requirements contained in the rules and regulations. The lamppost shall be operated by either a photo-cell or light switch or both. The lamppost is required to be fully lighted during all non-daylight hours.

f. The entire lot, except for that area covered by the home, patio, carport and driveway shall be landscaped, with plants, grass, shrubbery and trees in accordance with the landscaping requirements established in the rules and regulations. The planting of nuisance trees is prohibited. The rules and regulations more fully address the subject of nuisance trees.

g. Tie downs as required by the State of Florida and Indian River County must be installed.

8. No building, home, fence, mailbox, wall, driveway, lamppost, antenna or any other structures or improvements shall be erected, placed or altered on any lot nor shall any addition or change thereto be made until the construction plans and specifications, showing the nature, kind, shape, height, floor plans, materials, and location been submitted to the Board of Directors for review. Upon receipt of written approval from the Board of Directors, building permit(s) must be obtained from the proper Indian River County authorities.

9. All actions, including but not limited to approval, modification or disapproval, by the Board of Directors shall be in writing. In the event the Board of Directors, or its designated representative, fails to take any action to approve, modify or disapprove any plans and specifications within 30 days after said complete plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been complied with fully.

10. No well, except for irrigation purposes, shall be constructed within said subdivision.

11. With the exception of security services signs of reasonable size posted within ten (10) feet of an entrance to a home or For Sale signs advertising a home or vacant lot for sale, which sign shall not exceed four (4) square feet, no signs or advertisements shall be displayed in the said subdivision or rights-of-way thereof, except with the expressed written permission of the Board of Directors.

12. No boat, boat trailer, camper (RV) or any similar personal property shall be stored on any lot (homesite) or any roadway or driveway in the said subdivision, except for up to eight (8) hours for loading, unloading or cleaning unless stored in a separate area provided by the Association for storage at a reasonable fee, provided space is available. No camper (RV) while parked in said subdivision, may be used for habitation, either temporarily or permanently. The Rules and Regulations more fully address the subject of campers (RVs).

13. Each lot and all improvements thereon shall be maintained in a clean, safe and slightly condition. Garden, yard or maintenance equipment shall be kept at all times in a structure that has been approved in writing by the Board of Directors. No junk or inoperative cars or trucks shall be parked on any lot. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot. Outside burning of leaves, trash or debris is prohibited. No weeds or other unsightly growths shall be permitted to grow or remain upon any lot; however vacant lots may remain in their natural state provided the growth does not exceed six (6) inches in height, and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; all lots with structures shall be completely grassed and landscaped where there is no structure and the grass area shall not be allowed to grow to a height in excess of six (6) inches.

14. The minimum living area for a home shall be Seven Hundred Sixty-Eight (768) square feet, as constructed by the manufacturer and exclusive of any added areas, such as, but not limited to porches, patios, terraces, carports/garages and unroofed areas. In addition, no home shall be placed on any lot that was manufactured more than two (2) years before being placed on any lot, unless the home is new, having never been occupied, in which event it may be placed on a lot, even if it was manufactured more than two (2) years before being placed on a lot. All homes existing in the subdivision as of the date this instrument is recorded in the public records of Indian River County, Florida shall be allowed to remain regardless of their size or age; however, if any home is replaced, the replacement home shall be required to meet the requirements of this paragraph as well as other applicable provisions of this Declaration, with the exception of the size

(living area) requirements contained herein. The size (living area) of any replacement home shall be either the same size or larger than the home it replaced.

15. Any home placed on any lot or lots must have complete sanitary facilities including, a lavatory, wash basin, tub or shower, kitchen sink, and it must be connected to the public water system and public sewage system operated by Indian River County, Florida.

16. Clotheslines or outdoor drying areas may be permitted in the rear yard with the prior approval of the Board of Directors.

17. Television and radio antennas or towers may be erected in the subdivision up to a maximum height of twenty-two (22) feet. The height of the antenna shall be measured from the ground to the top of the antenna or tower, which is higher, and this height shall not exceed twenty-two (22) feet. Satellite dishes may be installed on any lot, but only in accordance with the regulations of the Federal Communication Commission or the rules and regulations of the Association.

18. No more than one (1) home shall be placed on any lot, with the exception of two units (homes) being joined to form a single home.

19. Refuse, garbage and trash shall be kept at all times in complete conformity with sanitary regulations, in a covered container, and any such container shall be placed in such a manner that minimizes visibility from the road or adjoining lots, except during reasonable time periods when placed for pickup by a solid waste hauler.

20. All lot owners within the subdivision shall be assessed a monthly maintenance fee in an amount per lot as determined by the Board of Directors in accordance with the procedures contained in the By-Laws of the Association. Any lot owner who has purchased and combined two or more contiguous lots, upon which one home is placed, shall be assessed for one lot only. The Board of Directors, in their sole discretion, shall have the right at any time to increase the monthly maintenance fee by a reasonable amount, based on the cost of living and inflation indices. The maintenance fee shall be payable on the first day of the month. The monthly maintenance fee shall be the maintenance of the public areas, the maintenance and operation of the recreational facilities and the general operating expenses of the Association. No lot owner shall be excused from the payment of the aforesaid monthly payment by reason of non-use of the public areas or recreational facilities.

21. The Association, through its Board of Directors, shall regulate the use of the lots, the Association Property and Common Property by Members and Owners, and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Such rules and regulations and all provisions, restrictions and covenants, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by the levying of fines and/or the commencement of legal or equitable action of the Association.

This Amended and Restated Revived Declaration of Restrictions, Covenants and Conditions of Breezy Village; Mobile Home Subdivision has been approved by written consent of more than a majority of the Lot owners, said consents are attached hereto.

The undersigned, Breezy Village Association, Inc., hereby consents to the terms and conditions contained in the foregoing Amended and Restated Revived Declaration of Restrictions, Covenants and Conditions of Breezy Village; Mobile Home Subdivision and assumes the duties and obligations imposed upon the undersigned hereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15<sup>TH</sup> day of AUGUST, 2024.

WITNESSES AS TO PRESIDENT:

BREEZY VILLAGE ASSOCIATION, INC.

[Signature]  
Print Name: Godwin, Harold L.

By: [Signature]  
WILLIAM E. CROSS JR., President

Address: 2366 Golden Mile  
Highway PA 15239

[Signature]  
Print Name: Justin Porter

Address: 2366 Golden Mile  
Highway 15239

STATE OF PENNSYLVANIA  
COUNTY OF Allegheny

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by William E. Cross Jr., as President of Breezy Village Association, Inc., ☐ who is personally known to me, or ☒ who has produced drivers license as identification on August 15, 2024.

Notarial Seal

Commonwealth of Pennsylvania - Notary Seal  
Courtney J. Hughes, Notary Public  
Allegheny County  
My commission expires March 18, 2026  
Commission number 1417864  
Member, Pennsylvania Association of Notaries

[Signature]  
Notary Public  
Print Name: Courtney J. Hughes  
My Commission Expires: March 18, 2026



WITNESSES AS TO SECRETARY:

[Signature]  
Print Name: ELIZABETH P. BONAN

Address: 1150 SW CHAPMAN WAY  
#306 PALM CITY, FL 34990

[Signature]  
Print Name: FRANK KLINZING

Address: 9785 61st PLACE  
SEASIDE, FL

STATE OF FLORIDA  
COUNTY OF Indian River

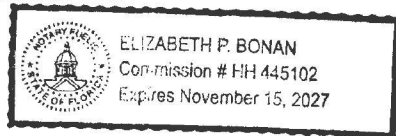
BREEZY VILLAGE ASSOCIATION, INC.

By: Rae M. Klinzing  
RAE M. KLINZING, Secretary



The foregoing instrument was subscribed, sworn and acknowledged before me by means of [ ] physical presence or [ ] online notarization, by Rae M. Klinzing, as Secretary of Breezy Village Association, Inc., ☒ who is personally known to me, or [ ] who has produced \_\_\_\_\_ as identification on August 20, 2024.

Notarial Seal



[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_