

Third District Court of Appeal

State of Florida

Opinion filed October 7, 2020.
Not final until disposition of timely filed motion for rehearing.

No. 3D19-1981
Lower Tribunal No. 18-18726

Villas on The Green Homeowner's Association, Inc., et al.,
Appellants,

vs.

Aventura Isles Master Homeowners' Association, Inc., et al.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Peter R. Lopez,
Judge.

Scott J. Edwards, P.A., and Scott J. Edwards (Boca Raton), for appellants.

Boyd Richards Parker & Colonnelli, P.L., and Amy L. Soto, Elaine D. Walter
and Yvette R. Lavelle, for appellee.

Before LOGUE, HENDON and GORDO, JJ.

PER CURIAM.

Affirmed. See Osius v. Barton, 147 So. 862, 865 (Fla. 1933) (“The general theory behind the right to enforce restrictive covenants is that the covenants must have been made with or for the benefit of the one seeking to enforce them.”); AT&T Wireless Servs. of Fla., Inc. v. WCI Cmtys., Inc., 932 So. 2d 251, 254 (Fla. 4th DCA 2005) (“Deed restrictions on lands are deemed contractual in nature and subject to the same rules of interpretation as are contracts.”); id. at 255 (“When a contract is clear and unambiguous, the language used in the contract is the best evidence of the intent of the parties, and the plain meaning of the language controls.”); White v. Metro. Dade Cty., 563 So. 2d 117, 122–23 (Fla. 3d DCA 1990) (“In order to enforce a deed restriction, plaintiffs must show that they sustained an injury that was greater in degree than that sustained by the general public, or that the restriction in the deed was intended for the plaintiffs’ benefit.”) (internal citations omitted).