

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS *Capital Pinc, 2/3/07*  
OF  
THE LANDINGS AT INVERNESS

THIS DECLARATION, made on the date hereinafter set forth by CAPITAL PARTNERS LIMITED PARTNERSHIP I, LTD., a Florida limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is owner of certain property in County of Citrus, State of Florida, which is more particularly described <sup>as</sup> THE LANDINGS AT INVERNESS, a subdivision according to the plat thereof, recorded in Plat Book 13, Pages 15+16, Public Records of Citrus County, Florida, (hereinafter sometimes referred to as "Property" or "Properties").

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Landings at Inverness Home Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a Lot, which portion is used as a building site. Owner shall include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this

Section 4. "Common Area" shall mean all real property or personal property, including but not limited to perimeter fences, landscape buffers and open green areas, docks, if any, roadways and such other areas of the property as designated upon the plats, all owned by the Association for the common use and enjoyment of the Owners. The Common Area will be conveyed to the Association on or before December 31, 1996 or upon the recording of the conveyance of the 58th lot, whichever comes first. Declarant reserves the right to convey the Common Area to the Association at any time before the above dates.

Section 5. "Lot" shall mean and refer to the platted lots or portions of said lots shown upon the recorded subdivision map of the Properties with the exception of the Common Area. "Building Unit" shall mean improvements used for residential dwelling and that portion of a lot used as the site for a residential dwelling.

Section 6. "Declarant" shall mean and refer to Capital Partners Limited Partnership I, Ltd., a Florida limited partnership, or any successor and assigns of all of its rights hereunder.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of THE LANDINGS AT INVERNESS, a subdivision according to the plat thereof.

Section 8. "Common Area Easements" shall include all nonexclusive easements granted to lot owners on the plat, in the conveyance of title or otherwise, for the purpose of reasonable, orderly use of the common areas in such a way as to not be detrimental to the rights and property values of the other lot owners.

Section 9. "building unit" shall mean a building unit located in a duplex or two unit building on 2 lots designated for a duplex building unit.

#### 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 Area as defined in Article I hereof which shall be appurtenant

to and shall pass with the title of every building unit/and/or portion of a Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area or Private Drives, or utility lines or cable access, if any, to any public agency or private entity, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities and Private Drives, if any, to the members of his family, his tenants or contract purchasers who reside on the Property, but not otherwise.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a building unit and Lot which is subject to assessment shall be a member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any building unit and/or Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all lot or unit Owners, with the exception of the Declarant, and shall be entitled to one vote for each building unit owned. When more than one person holds an interest in any building unit, all such persons shall

be members. The vote for such building unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any building unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on the date seven (7) years from the date this Declaration is recorded.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each building unit and/or portion of a Lot owned within the Properties, hereby covenants and each Owner of any building unit and/or portion of a Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; (3) Private Drive assessment, and 4) any Joint Use Agreement assessments, levied by the Association, if applicable, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments

levied by the Association shall be used exclusively to promote

the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Private Drives, if any, and, if required because of owner inaction, regarding exterior unit maintenance. The Association shall not be obligated to maintain any unit owner's pool, fence, exterior walls, roof, or other improvements on a lot. However, the Association has the right to maintain such item(s) if a unit owner fails to maintain said item(s), and a special assessment shall be made to cover all costs related thereto.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first building unit and/or portion of a Lot to any Owner, the maximum annual assessment shall be Seven Hundred Twenty and No/100 (\$720.00) Dollars. The assessment shall be payable monthly, and the initial payment by a lot owner (other than the Declarant) shall be for a total of three (3) months payments; with the next monthly assessment due on the first of the month next ensuing after closing. For the first 36 months after recording, the following provisions shall apply.

(a) From and after January 1 of the year immediately following the conveyance of the first building unit and/or portion of a Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first building unit and/or portion of a Lot to an Owner, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

At the end of thirty-six months from date of recording, the budgets will be revised and approved by two-thirds of each class

of membership. Any extraordinary property tax increase so that the budgeted monthly or annual per unit amount, for taxes on the common area, is exceeded, such excess shall be passed to the unit owner as an extraordinary special assessment for that unit.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon Private Drives, and, or a dwelling unit, if the unit owner failed to take such action, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. In the event of damage to a unit, the assessment will only be applied against that unit; but, may be paid by the Association from funds raised by a special assessment from all members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be paid on a monthly basis, except for lots owned by Declarant.

Section 7. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all building units on the closing of the contract to acquire a unit. Notwithstanding anything herein to the contrary, as long as Class B membership exists, as to unoccupied building units or lots and/or portions of Lots owned by Declarant, Declarant may elect

to pay 25% of the annual assessment on each such unoccupied building unit and/or portion of lot; provided that if Declarant so elects, Declarant shall pay all costs not due from Owners and incurred by the Association in accomplishment of the purposes set forth in Article IV, Section 2 hereof. The first annual assessment for each lot or building unit shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall fix the amount of the annual assessment against each building unit and/or portion of Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 building unit and/or portion of a Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a building unit and/or portion of a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate equalling the prime rate plus 4 percentage points, as of the date of assessment, per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his building unit and/or portion of a Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Citrus County, Florida prior to the recordation of such first mortgage. Sale or transfer of any building unit and/or portion of a Lot shall not affect the assessment lien.

However, the sale or transfer of any building unit/and/or portion of a Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such building unit or portion of a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### USE RESTRICTIONS

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause



...the violation to be remedied and to recover damages, if ascertainable, or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenant and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Building Units and/or Portions of Lots. All building units and Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots except where otherwise indicated on the plat. Other than structures constructed or intalled by Declarant, no structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of Lots, other than one single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height.

These restrictions preclude and prohibit the construction of basements under any dwelling. Duplex buildings are contemplated.

Section 3. Setback. No building shall be located upon any residential building unit site and/or portion of a Lot which is less than 20 feet from the road right of way at the front of a Lot, nor less than 20 feet from the road right of way, if such road abuts a side lot line. Notwithstanding the above, if a lesser setback is required by applicable zoning ordinance, such lesser setback shall prevail.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any building unit and/or portion of a Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage, barn, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any

such owner shall first obtain the written approval of the Architectural Control Committee. Declarant may maintain any temporary structures.

Section 6. Fences. No fence or wall shall be erected upon any building unit and/or portion of a Lot without the prior consent of the Architectural Control Committee as to the location, type, materials used, and size. All fences shall be constructed of concrete block or natural wood materials with stucco finish, painted white and not exceeding six (6) feet in height. All fence posts and fence framing shall be on the interior of the fence. No fence, wall, hedge or shrub planting which obstructs ingress and egress shall be closer than 10 feet to any rear building unit and/or portion of a Lot or in any easement area. No fence shall be in front of any residence on a building unit and/or portion of a lot or nearer to any street than the minimum setback line. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Declarant may maintain any temporary construction fences.

Section 7. Easements.

(a) The Declarant, for itself and its successors and assigns, hereby reserves and is given, and Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right on, over, and under the Common Areas and the side 10 feet of each Lot or building site for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots on Property and such easements as are set forth on the plat of The Landings at Inverness. Further, each building unit and/or portion of a Lot and Common Areas shall be subject

to an easement for minor encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by Declarant; and in the event any dwelling is partially or totally destroyed and then rebuilt, the Owners of the adjoining building units and/or Lot(s) agree that minor encroachments created by construction shall be permitted and that a valid easment for said encroachments and the maintenance thereof shall exist.

(b) For the purpose of solely performing exterior maintenance authorized by this Article, or repairing common or party walls and any pipes or conduits therein, the Declarant, or Association through its duly authorized agents or employess shall have the right after reasonable notice to the Owner or after a reasonable attempt to notify the Owner, to enter upon any building unit and/or portion of any lot or the interior of any structure thereon; and such entrance for the foregoing purpose shall not be deemed a trespass.

(c) The Declarant and/or Association, as the case may be, shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to in this section and in any Flats of property provided that Declarant's rights hereunder shall only exist so long as the Declarant shall own at least one (1) building unit or

Lot within the Property. The Owners of the building unit and/or portion of the Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title, or interest in or to any pipes, lines or other equipment or facilities placed on, over, or under the Property which is subject to said privileges, rights and easements. All easements created in this Section are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns and/or the Association, as the case may be.

Section 8. Parking. No parking facilities are allowed on any single building unit, building unit and/or portion of any

Lot except a paved pad large enough for not more than two (2) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. Said vehicles, boats or objects may be so kept, only if completely inside a garage attached to the main residence. Private automobiles or vehicles of the occupants may be parked in the driveway on the building unit, or portion of the Lot. No wheeled vehicle or boat shall be kept or parked in front or side yard of any building unit and/or portion of any Lot. No trailers or recreational vehicles shall be maintained or kept on any building unit and/or portion of any Lot.

Section 9. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any building unit and/or portion of any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 10. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such violation.

Section 11. Trash. No building unit or portion of a Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash removed by the Association from a unit owner's lot shall result in a special assessment against that unit owner, payable and collectible in a manner similar to annual assessments.

Section 12. Signs. No sign of any kind may be displayed to the public view on any building unit or portion of a building unit except professional signs, used by the Declarant, \_\_\_\_\_ advertising the property for sale or rent, or signs used by the Declarant to advertise the Property during the initial

restriction is to maintain strict control of all marketing and signage activity, to preserve the quality of the property, and preserve property values.

Section 13. Common Area and Private Drives, if any.

Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area or Private Roadways or Drives, if any, without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the Property for the use and benefit of all building unit owners.

(a) No activities constituting a nuisance shall be conducted upon Common Areas and Private Drives, if any.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Areas and Private Drives, if any.

(c) The Association shall from time to time adopt reasonable rules and regulations concerning use of the Common Area and Private Drives, if any, which shall be binding upon all members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and Private Drives and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all time shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area and Private Drives, if any. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and owners of record of the Private Drives and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Areas and

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area and Private Drives except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area and Private Drives, shall require the approval of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 14. Property Maintenance. The Association shall maintain or cause to be maintained the premises ~~other than building units~~ and improvements/situated thereon in a manner satisfactory to the Architectural Control Committee, including but not limited to landscaping, grass and shrubbery <sup>lighting, sprinklers, garbage collection.</sup> The Owner shall maintain other items and be given thirty <sup>written notice to correct those items he/she/they fail to maintain</sup> days/ <sup>to correct or abate the</sup> situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said building unit, dwelling or portion of said Lot for the purpose of repairing, maintaining and restoring the building unit, dwelling or Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of said building unit, or portion of said Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof, become effective only upon the filing of a written claim of lien. The form substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said building unit, dwelling or portion of said building unit, dwelling or portion of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Citrus County Public Records prior to the recordation of such first mortgage.

the right to use Property for ingress and egress thereover, including but not limited to the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of building units, dwellings or portions of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property the display of signs, and the right to construct or place sales and construction offices of a temporary nature on Property.

Section 16. Signal Receiving and Transmitting Devices.

Except for antennae (not to exceed one per building unit) which shall be approved by the Association prior to installation, neither antennae, nor satellite dishes, nor any other device used to transmit or receive audio or visual signals may be placed or installed on any building unit, dwelling or portion of any Lot except in the interior of a residence if same is not visible from the exterior. Notwithstanding the foregoing, it is the intention of the Declarant to make available through a cable television system provider (which may be the Declarant), cable television audio and/or video services to unit owners of The Landings at Inverness. The Declarant hereby recognizes and declares that any cable television provider may use any public road right-of-way to run cable television lines into The Landings at Inverness. The Declarant hereby declares that with the written permission of the Declarant cable television providers have the right to install cable television lines underground across the reserved utility easements, referred to in the plat of The Landings at Inverness referred to above; and further, upon receiving written permission from current unit owners, to install underground

The Declarant hereby declares that television lines already in place, at the date of this amendment, shall be deemed to be placed consistently with the terms and provisions of the above referenced declaration. Notwithstanding all of the foregoing, for all units and/or lots owned by the Declarant at this date, the terms and provisions of ----- cable television installation agreement shall be controlling as to the installation of cable television lines across lots and/or units; that said cable television lines may be installed across lots and/or units to serve other units; that said lines may be in place prior to conveyance of title of a unit to a prospective purchaser; that said lines will be installed underground; and that certain items to be used in connection with the television lines, such as, but not limited to, amplifier boxes, shall be installed by said providers on any portion of any lot and/or unit without the necessity of obtaining approval of the board of directors of the association or by an architectural control committee of said board.

## ARTICLE VII

### PARTY WALLS

Section 1. General Rules. The Houses located upon the building units within the property are commonly referred to as "townhomes", with a characteristic thereof being the existence of common walls or party walls which are constructed along portions of said boundaries of Lots within the Property. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Casualty. If a party



who has used the wall may restore it, and if the other Owners hereafter make use of the wall (intentionally or otherwise), they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice and subject to, however, the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions in these covenants, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.

Section 5. Contribution. The right of any Owner to contribution from any other Owner under these restrictions shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Existence. Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said Property.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Enforcement. 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 hereafter imposed by the provisions of the Declaration. Failure by 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 prevailing party, in an enforcement litigation, shall be entitled to an award of reasonable attorney's fees.

Section 2. Severability. Invalidation of any one of

these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment.

(a) This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the building unit Owners, and thereafter by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the building unit Owners. Any amendment must be recorded.

(b) As long as there is a Class B membership, the prior approval of the Veterans Administration shall be obtained for any proposed amendment of this Declaration of Covenants, Conditions and Restrictions, if, and only if, said Veterans Administration has an existing mortgage on any of the property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 12<sup>th</sup> day of June, 1986.

CAPITAL PARTNERS LIMITED PARTNERSHIP  
I, LTD.

CAPITAL PARTNERS, INC. GENERAL  
PARTNER

[Signature]

[Signature]

BY [Signature]  
JOHN D. INFANTINO, President

STATE OF FLORIDA

COUNTY OF CITRUS

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN D. INFANTINO, President of CAPITAL PARTNERS, INC., a Florida Corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in

...im by said Corporation and that the seal affixed hereto is the true Corporate Seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of JUNE, 1986.

*[Signature]*  
Notary Public  
My Commission Expires: \_\_\_\_\_

Notary Public, State of Florida  
My Commission Expires Sept. 17, 1989

*Prepared by:*

Thomas V. Infantino, Esquire  
Post Office Drawer 30  
Winter Park, Florida 32790

452862

FILED & RECORDED  
CLERK OF COUNTY OF FLORIDA  
WALT JOHNSON, CLERK

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VERIFIED BY:

*[Signature]*  
D.C.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF THE LANDINGS AT INVERNESS

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by Capital Partners Limited Partnership I, Ltd., a Florida partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS Declarant is the owner of certain property in Citrus County, Florida, which is more particularly described as THE LANDINGS AT INVERNESS, a subdivision according to the plat thereof, recorded in Plat Book 13, Pages 15 and 16, Public Records of Citrus County, Florida (hereinafter sometimes referred to as "the Property").

AND WHEREAS, Declarant has declared that said Property shall be held, sold, and conveyed subject to certain easements, restrictions, covenants, and conditions more fully set forth in that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE LANDINGS AT INVERNESS, dated June 12, 1986 and duly recorded at Official Records Book 704, Pages 461 through 478, Public Records of Citrus County, Florida.

AND WHEREAS, said DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE LANDINGS AT INVERNESS provides that it may be amended during the first 20 years after its recording by an instrument signed by not less than 75% of the building unit owners,

AND WHEREAS, the undersigned Declarant is, at the time of recording this Amendment, the owner of 44 of the 58 units of THE LANDINGS AT INVERNESS, representing more than 75% of the building unit owners.

NOW THEREFORE, Declarant hereby declares that all of the above Properties described above shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE LANDINGS AT INVERNESS recorded above and as amended hereby, which are for the purpose of protecting the value and desirability

*Return to Helen Reed Estate, Ltd.  
1000 N.W. 11th St.  
Fort Lauderdale, Fla.*

Jennifer Vickers  
12-18-87

of, and which shall run with, the said property, and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

AMENDMENT I

Article VI, Section 2, is amended to delete the following language:

"These restrictions preclude and prohibit the construction of basements under any dwelling "

AMENDMENT II

Article VI, Section 7, Paragraph (a) is amended to delete the following language:

"The Declarant for itself and its successors and assigns, hereby reserves and is given, and the Association is hereby granted and given a perpetual, alienable, and releasable easement, privilege, and right on, over, and under the Common Areas and the side 10 feet of each Lot or building site for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots on Property and such easements as are set forth on the plat of THE LANDINGS AT INVERNESS."

And the following language is substituted in its place:

"Declarant, for itself and its successors and assigns, hereby reserves and is given, and the Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege, and right on, over, and under the Common Areas and 10 feet on each side of each Lot or building site (except the side consisting of the party wall) for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots on Property and such easements as are set forth on the plat of THE LANDINGS AT INVERNESS."

IN WITNESS WHEREOF, the undersigned, being the Declarant

Jennifer Vickers  
12-18-87

herein, has hereunto set its hand and seal this \_\_\_\_\_ day of  
December, 1987.

CAPITAL PARTNERS LIMITED  
PARTNERSHIP I, LTD.

CAPITAL PARTNERS, INC.  
GENERAL PARTNER

Witnesses:

[Signature]

By: [Signature]  
John D. Infantino, President

[Signature]

(SEAL)

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN D. INFANTINO, President of Capital Partners, Inc., a Florida corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 5 day of December, 1987.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 12, 1988  
BOHIO HALL COUNTY, FLA. U.S.A.

This instrument prepared by:  
PATRICK A. BAILEY, ESQ.  
Infantino and Berman  
Post Office Drawer 30  
Winter Park, Florida 32790  
305/644-4673

[Signature]

Jennifer Vickers 12-18-87

ARTICLE IX  
AMENDMENTS

Section 1: The construction of basements shall be allowed by the developer, and not precluded by any height requirements as previously set forth in this Declaration.

Section 2: The monthly maintenance assessment shall include repair and maintenance of exterior of units specifically relating to painting of all exterior walls and maintenance of all roofs. Such provision precludes any such related provision as previously set forth in this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein has hereunto set its hand and seal this 1st day of May, 1989.

CAPITAL PARTNERS LIMITED PARTNERSHIP  
I, LTD.

CAPITAL PARTNERS, INC. GENERAL  
PARTNER

Eric G. Hoover  
Paula A. Cougill

BY: John D. Infantino  
JOHN D. INFANTINO, President  
FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK  
OCT 25 AM 10 03  
VERIFIED BY: [Signature]

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 1st day of May, 1989 by John D. Infantino, General Partner of the forementioned Limited Partnership.

Manuel J. Galvan  
Notary Public  
My Commission Expires: [Signature]

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 31 1990  
OFFICE: 1000 GENERAL BLDG. ROOM 1000

BK 0833 PG 0038

603234

6/24  
✓ 819 OLD MANE AVENUE  
STATION 415  
INVERNESS, FL 32650

10.504

BK0975P0663

RESOLUTION DECLARING INVALIDITY OF  
PURPORTED AMENDMENTS TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE LANDINGS AT INVERNESS

WHEREAS, the Declaration of Covenants, Conditions and Re-  
strictions of The Landings, dated June 12, 1966 and recorded in the  
Official Public Records of Citrus County, Florida on June 19, 1966  
(Book 704 Page 0461) specifically provides that the Declaration  
may only be amended by an instrument signed by not less than  
seventy-five (75%) percent of the building unit owners (VIII  
Section 4 (a)) during the first twenty (20) year period.

WHEREAS, as of this the 24<sup>th</sup> day of March 1993  
at least seventy-five (75%) of the building unit owners of The  
Landings at Inverness had not signed an instrument amending the  
Declaration. Nevertheless, on May 1, 1989 John D. Infantino as  
President of Capital Partners Limited Partnership I, LTD,  
Capital Partners, Inc. General Partner, executed an instrument  
entitled "IX - Amendments" purporting to amend the Declaration.  
Such instrument was recorded in the Official Public Records of  
Citrus County, Florida on October 25, 1989 (Book 0833 Page 0038).

WHEREAS, the aforesaid amendments were not adopted in  
accordance with the provisions of the Declaration, the Board of  
Directors of The Landings at Inverness Homeowners Association  
hereby resolves and declares that the purported amendments dated  
May 1, 1989 are invalid, ineffective, and therefore, null and void.

*dated March 24, 1993*

THE BOARD OF DIRECTORS  
THE LANDINGS AT INVERNESS  
HOMEOWNERS ASSOCIATION

Eugene L. Bush  
President and Member of the  
Board of Directors

[Signature]  
Director  
[Signature]  
Director

*Eugene L. Bush  
7714 San Raro Ave  
Inverness, FL 34957*

**A**

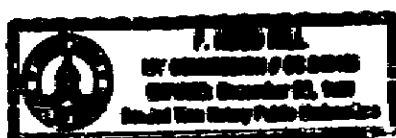


BK0975PG0664

The foregoing instrument was acknowledged before me this  
the 24<sup>th</sup> day of March 1993, by EUGENE D. BUSH,  
President and member of the Board of Directors of The Landings  
at Inverness Homeowners Association, who produced a drivers  
license as identification and who did take an oath.

*G. J. ...*

Notary Public



7 5 8 2 2 9

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

90 MAR 24 PM 1 37

VERIFIED BY:  
*[Signature]* DE.



Name	Date	Name	Date
Barney R. Potts	1993	Mary E. Noel	1993
Henry C. Wernsdorfer	1993	Edward Marie Wernsdorfer	1993
Joseph E. Miller	1993	Mary Helen Miller	1993
John C. Smith	1993		1993
William C. Smith	1993	Thomas W. Smith	1993
Ray J. Smith	1993	John M. Smith	1993
Howard K. Smith	1993	John M. Smith	1993
John A. Smith	1993	John M. Smith	1993
Edward W. Smith	1993	John M. Smith	1993
Edward W. Smith	1993		1993
SEE ATTACHMENTS NUMBERED	1993		1993
2 THROUGH 5 FOR ADDITIONAL SIGNATURES	1993		1993
	1993		1993
	1993		1993
	1993		1993
	1993		1993
	1993		1993
	1993		1993
	1993		1993
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	1993		1993
	1993		1993
	1993		1993


BK 0983 PG 1077

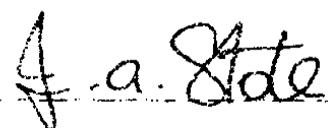
2ND AMENDMENT OF  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
THE LANDINGS AT INVERNESS.

Section 9 of Article IV of this Declaration is hereby amended by striking out the title and all of the provisions of such Section and substituting therefor the following:

Section 9. Subordination of Mortgage to the Lien. The Lien of any mortgage shall be subordinate to the lien of assessments provided herein. However, a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall be superior to the lien of assessments. The sale or transfer of any building unit and/or lot shall not affect the lien of assessments, provided that a sale or transfer of any building unit and/or portion of a lot pursuant to a foreclosure or a proceeding in lieu thereof of a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall extinguish the lien of assessments. Such sale or transfer shall not release the mortgagor from personal liability for assessments due. Also the current owner of any building unit and/or portion of a lot shall be responsible for all assessments from the date of sale or transfer or mortgage foreclosure or proceeding in lieu thereof.

The following hereby certify that they are owners of building units at The Landings at Inverness, Citrus County, Florida and they approve of the adoption of the foregoing Amendment by affixing their signatures hereto.





17<sup>TH</sup> MARCH 1993  
Date

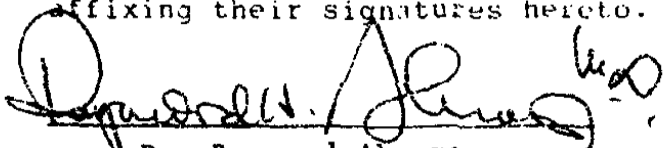
BK0983PG1078

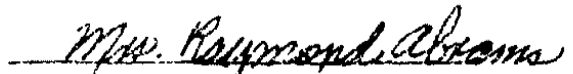
2ND AMENDMENT OF  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
THE LANDINGS AT INVERNESS

Section 9 of Article IV of this Declaration is hereby amended by striking out the title and all of the provisions of such section and substituting therefor the following:

Section 9. Subordination of Mortgage to the Lien. The Lien of any mortgage shall be subordinate to the lien of assessments provided herein. However, a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall be superior to the lien of assessments. The sale or transfer of any building unit and/or lot shall not affect the lien of assessments, provided that a sale or transfer of any building unit and/or portion of a lot pursuant to a foreclosure or a proceeding in lieu thereof of a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall extinguish the lien of assessments. Such sale or transfer shall not release the mortgagor from personal liability for assessments due. Also the current owner of any building unit and/or portion of a lot shall be responsible for all assessments from the date of sale or transfer or mortgage foreclosure or proceeding in lieu thereof.

The following hereby certify that they are owners of building units at The Landings at Inverness, Citrus County, Florida and they approve of the adoption of the foregoing Amendment by affixing their signatures hereto.

  
Dr. Raymond Abrams

  
Mrs. Raymond Abrams

3-29-93  
Date

2ND AMENDMENT OF  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
THE LANDINGS AT INVERNESS

BK0983PG1079

Section 9 of Article IV of this Declaration is hereby amended by striking out the title and all of the provisions of such Section and substituting therefor the following:

Section 9. Subordination of Mortgage to the Lien. The Lien of any mortgage shall be subordinate to the lien of assessments provided herein. However, a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall be superior to the lien of assessments. The sale or transfer of any building unit and/or lot shall not affect the lien of assessments, provided that a sale or transfer of any building unit and/or portion of a lot pursuant to a foreclosure or a proceeding in lieu thereof of a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall extinguish the lien of assessments. Such sale or transfer shall not release the mortgagor from personal liability for assessments due. Also the current owner of any building unit and/or portion of a lot shall be responsible for all assessments from the date of sale or transfer or mortgage foreclosure or proceeding in lieu thereof.

The following hereby certify that they are owners of building units at The Landings at Inverness, Citrus County, Florida and they approve of the adoption of the foregoing Amendment by affixing their signatures hereto.

John J. Lynch (John Lynch)  
John Lynch

Robert W. Lynch (Mrs. John Lynch)  
Mrs. John Lynch

March 29, 1993  
Date

**RECORDERS NOTE:**

The legibility of writing, typing or printing unsatisfactory in this document when received.


2ND AMENDMENT OF  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
THE LANDINGS AT INVERNESS

BK098361080

Section 9 of Article IV of this Declaration is hereby amended by striking out the title and all of the provisions of such Section and substituting therefor the following:

Section 9. Subordination of Mortgage to the Lien. The Lien of any mortgage shall be subordinate to the lien of assessments provided herein. However, a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall be superior to the lien of assessments. The sale or transfer of any building unit and/or lot shall not affect the lien of assessments, provided that a sale or transfer of any building unit and/or portion of a lot pursuant to a foreclosure or a proceeding in lieu thereof of a first mortgage recorded in the Public Records of Citrus County, Florida prior to March 1, 1993, shall extinguish the lien of assessments. Such sale or transfer shall not release the mortgagor from personal liability for assessments due. Also the current owner of any building unit and/or portion of a lot shall be responsible for all assessments from the date of sale or transfer or mortgage foreclosure or proceeding in lieu thereof.

The following hereby certify that they are owners of building units at The Landings at Inverness, Citrus County, Florida and they approve of the adoption of the foregoing Amendment by affixing their signatures hereto.

  
\_\_\_\_\_  
Nevis Bledsoe

3/30/93

BK0983PG1081

I hereby certify that the foregoing 2ND AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS OF THE LANDINGS AT INVERNESS has been signed by not less than seventy-five (75%) percent of the building unit owners of THE LANDINGS AT INVERNESS.

Dated this the 25<sup>th</sup> of May 1993.

*Eugene L. Bush*

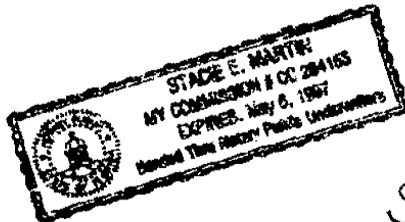
EUGENE L. BUSH

President, The Homeowners Association of The Landings at Inverness.

STATE OF FLORIDA

COUNTY OF CITRUS

Sworn to and subscribed before me this 25<sup>th</sup> day of May 1993 by Eugene L. Bush who is personally known to me or who has produced Florida Driver License as identification and who did take an oath.



*Stacey E. Martin*

Notary Public

State of Florida County of Citrus

VERIFIED BY: BT D.C.

93 MAY 25 PM 12 08

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
PETTY STAMPLER, CLERK

763957



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FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
CITY STRIFLER, CLERK

DEC 30 PM 4 38

VERIFIED BY:

*[Signature]*  
D.C.

BK 1063 PG 1344 AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
✓ THE LANDINGS AT INVERNESS

22.50 Rec.  
46-Index

WHEREAS, Article VIII, Section 4 of the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness, as recorded in Book 704, Page 461 of the Public Records of Citrus County Florida, authorizes the amendment of such covenants, conditions and restrictions by the recording of an instrument signed by not less than seventy-five (75%) percent of the building unit owners; and

WHEREAS, there are currently thirty-eight (38) building units located within The Landings at Inverness necessitating the signatures of twenty-nine (29) building unit owners for an amendment of the above referenced covenants, conditions and restrictions,

NOW THEREFORE by virtue of the signatures below and the signatures of the building unit owners on the documents attached hereto, the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness is hereby amended as follows:

1. Article V is hereby amended to read as follows:

"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

2. Article VI, Section II is hereby amended to read as follows:

All building units and lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height. Duplex buildings are contemplated.

Witnesses:

Signature: *Louis J. Wear*  
Printed Name: Louis J. WEAR

*Thomas S. Stringer*  
Thomas S. Stringer

Slater & Nelson  
44 W  
Inverness, FL 34453



BK 1063PG1345

Signature: Denise A. Hembree  
Printed Name: Denise A. Hembree

Owner of building located at  
501 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 15th day of December, 1994 by Thomas S. Stringer who produced Florida Driver's License Number 5365-826-49-130-0 as identification.

Ellen W. Porter  
Notary Public



ELLEN W. PORTER  
MY COMMISSION # CC333388 EXPIRES  
December 12, 1997  
BONDED THROUGH TROY PAID INSURANCE, INC.

Witnesses:

Signature: S. Louis Carpenter, MD.  
Printed Name: S. LOUIS CARPENTER, MD.

Earl Ladd  
Earl Ladd

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Signature: S. Louis Carpenter, MD.  
Printed Name: S. LOUIS CARPENTER, MD.

Phyllis Ladd  
Phyllis Ladd

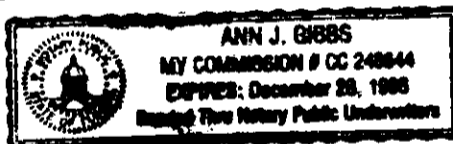
Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Owners of building unit located at  
503 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14th day of December, 1994 by Earl Ladd and Phyllis Ladd who produced Florida Driver's License Numbers L300-219-32-446-0 and L300-673-34-879-0 as identification.

Ann J. Gibbs  
Notary Public



ANN J. GIBBS  
MY COMMISSION # CC 248844  
EXPIRES: December 28, 1998  
BONDED THROUGH TROY PAID INSURANCE, INC.

Witnesses:

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

James O. Reavis  
James O. Reavis

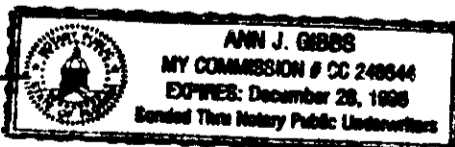
Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Owner of building unit located at  
507 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14th day of December, 1994 by James O. Reavis who produced Florida Driver's License Number R 120-454-18-219-7 as identification.

Ann J. Gibbs  
Notary Public



ANN J. GIBBS  
MY COMMISSION # CC 248844  
EXPIRES: December 28, 1998  
BONDED THROUGH TROY PAID INSURANCE, INC.

BK 1063PG1346

Witnesses:

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Joseph F. Bennett, Sr., Trustee  
Joseph F. Bennett, Sr., Trustee

Owner of building unit located at  
509 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Joseph Bennett who produced Florida Driver's License Number B.530-486-29-925-0 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

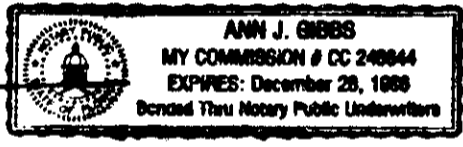
Anna Dilliard  
Anna Dilliard

Anna A.D.  
Owner of building unit located at  
513 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Anna Dilliard who produced Florida Driver's License Number DL# D463-052-24-781 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Wesley Hauser  
Wesley Hauser

Alice Hauser  
Alice Hauser

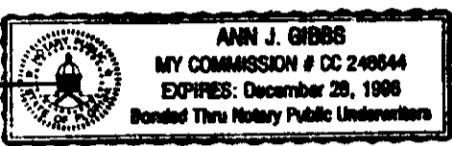
Owners of building unit located at  
515 Palma Ceia Point

BK 1063PG 1347

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Nesley Hauser and Alice Hauser who produced Florida Driver's License Numbers 4260-440-33124 and 4260-440-33124 as Identification. and Waters Registration # 128333 as

*[Signature]*  
Notary Public



Witnesses:

Signature: *[Signature]*  
Printed Name: Suzanne L. Bush

*[Signature]*  
Paul Wongrey

Signature: *[Signature]*  
Printed Name: Suzanne L. Bush

Signature: *[Signature]*  
Printed Name: Suzanne L. Bush

*[Signature]*  
Jean Wongrey

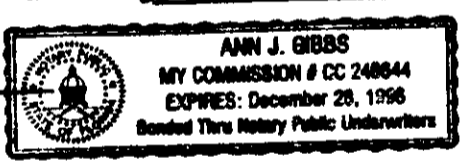
Signature: *[Signature]*  
Printed Name: Suzanne L. Bush

Owners of building unit located at  
514 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Paul Wongrey and Jean Wongrey who produced Florida Driver's License Numbers W526-680-157-408 and W526-40-21-771-0 as Identification.

*[Signature]*  
Notary Public



Witnesses:

Signature: *[Signature]*  
Printed Name: EILEEN CARROLL

*[Signature]*  
Barney A. Roth

Signature: *[Signature]*  
Printed Name: BETTY A ENSLEY

Signature: *[Signature]*  
Printed Name: EILEEN CARROLL

*[Signature]*  
Mary Roth

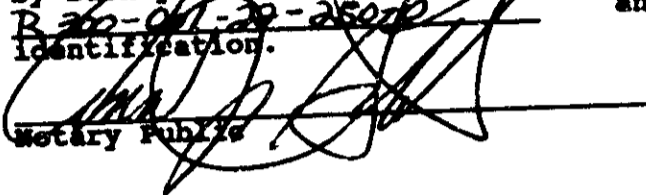
Signature: *[Signature]*  
Printed Name: BETTY A ENSLEY

Owners of building unit located at  
512 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

BK 1063PG 1348

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Barney A. Roth and Mary Roth who produced Florida Driver's License Numbers R 300-011-22-2500 and R 300-597-23-502-0 as identification.

  
Notary Public

Witnesses:

Signature: Suzanne L. Bush  
Printed Name: Suzanne L. Bush

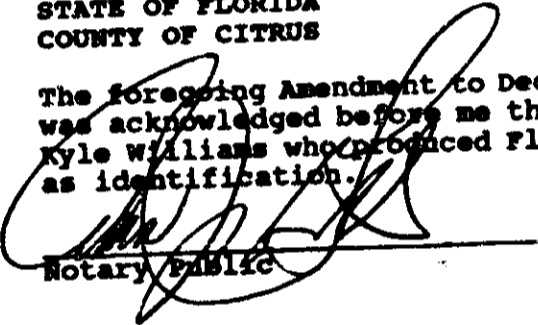
Kyle Williams  
Kyle Williams

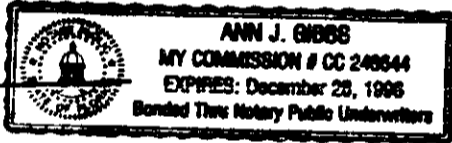
Signature: Eugene L. Bush  
Printed Name: Eugene L. Bush

Owner of building unit located at  
510 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Kyle Williams who produced Florida Driver's License Number W 452-871-58-109-0 as identification.

  
Notary Public



Witnesses:

Signature: Suzanne L. Bush  
Printed Name: Suzanne L. Bush

Kenneth G. Miller  
Kenneth G. Miller

Signature: Eugene L. Bush  
Printed Name: Eugene L. Bush

Signature: Suzanne L. Bush  
Printed Name: Suzanne L. Bush

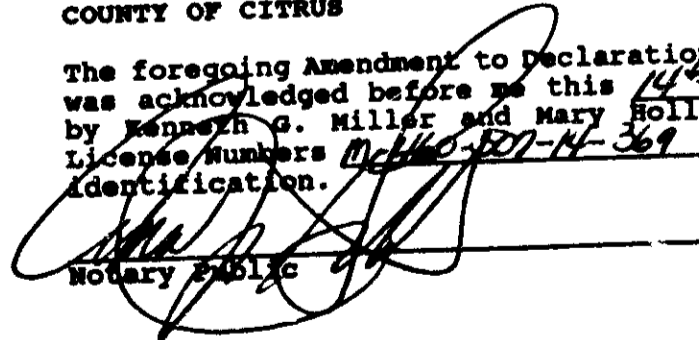
Mary Holland Miller  
Mary Holland Miller

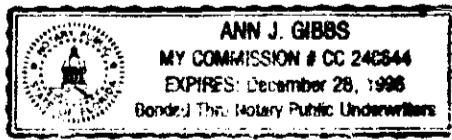
Signature: Eugene L. Bush  
Printed Name: Eugene L. Bush

Owners of building unit located at  
506 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Kenneth G. Miller and Mary Holland Miller who produced Florida Driver's License Numbers M 460-507-14-369 and M 460-588-13-545 as identification.

  
Notary Public



Witnesses:

Signature: [Signature]  
Printed Name: Ann J Gibbs

Signature: [Signature]  
Printed Name: Eugene L. Bush

Signature: [Signature]  
Printed Name: Ann J Gibbs

Signature: [Signature]  
Printed Name: Eugene L. Bush

BK 1063PG 1349

Signature: [Signature]  
Donald Green

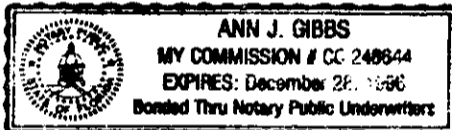
Signature: [Signature]  
Natalie Green

Owners of building unit located at  
508 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 29<sup>th</sup> day of December, 1994 by Donald Green and Natalie Green who produced Florida Driver's License Numbers FL DL# 6-650-185-12-488-4 and FL DL# 6-650-623-36-621-0 as Identification.

Signature: [Signature]  
Notary Public



Witnesses:

Signature: [Signature]  
Printed Name: Eugene L. Bush

Signature: [Signature]  
Printed Name: Ann J Gibbs

Signature: [Signature]  
Printed Name: Eugene L. Bush

Signature: [Signature]  
Printed Name: Ann J Gibbs

Signature: [Signature]  
Chauncy Welch  
Chauncy A.

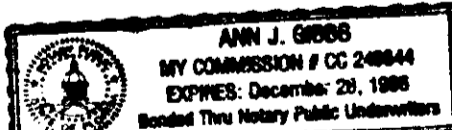
Signature: [Signature]  
Sally Welch

Owners of building unit located at  
502 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Chauncy Welch and Sally Welch who produced Florida Driver's License Numbers W 420-101-31-263 and W 420-793-33-632-0 as Identification.

Signature: [Signature]  
Notary Public



Witnesses: BK1063PG1350

Signature: [Signature]  
Printed Name: ALICE HAUSER

[Signature]  
Angela Mojica WALLACE JW.

Owner of building unit located at  
211 Buena Vista Court

Signature: [Signature]  
Printed Name: ~~ALICE HAUSER~~

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by Angela Mojica who produced Florida Driver's License Number \_\_\_\_\_ as identification.

Notary Public

Witnesses:  
Signature: [Signature]  
Printed Name: Suzanne L. Bush

[Signature]  
Lawrence Pollack

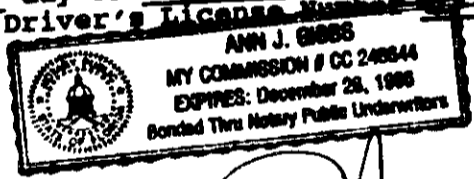
Owner of building unit located at  
213 Buena Vista Court

Signature: [Signature]  
Printed Name: Eugene L. Bush

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Lawrence Pollack who produced Florida Driver's License Number DL# 0470-5330-8340 as identification.

[Signature]  
Notary Public



Witnesses:  
Signature: [Signature]  
Printed Name: Suzanne L. Bush

[Signature]  
Peter Branfoot

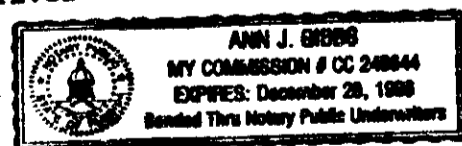
Owner of building unit located at  
215 Buena Vista Court

Signature: [Signature]  
Printed Name: Eugene L. Bush

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Peter Branfoot who produced Florida Driver's License Number B 651-660-39-244-0 as identification.

[Signature]  
Notary Public



BK 1063 PG 1351

Witnesses:

Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Merle Fredrickson  
~~Merle Fredrickson~~ FREDRICKSON

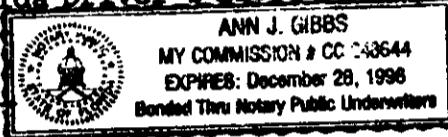
Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Owner of building unit located at  
222 Buena Vista Court

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 16<sup>th</sup> day of December, 1994 by Merle Fredrickson who produced Florida Driver's License Number FL36-518-37-648 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Norbert Carney  
Norbert Carney

Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Charlene Carney  
Charlene Carney

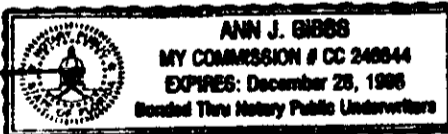
Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Owners of building unit located at  
220 Buena Vista Court

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Norbert Carney and Charlene Carney who produced Florida Driver's License Numbers CL50-630-125-0 and ML DL # CL50-115-421-103 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: J. Louis Carpenter, MD.  
Printed Name: J. LOUIS CARPENTER, MD.

Joseph Scoggins  
Joseph Scoggins

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Signature: J. Louis Carpenter, MD.  
Printed Name: J. LOUIS CARPENTER, MD.

Laura W. Scoggins  
Laura W. Scoggins



BK 1063PG 1352

8

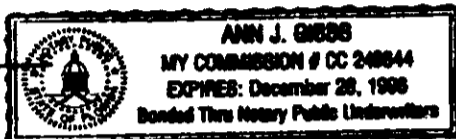
Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

Owners of building unit located at  
218 Buena Vista Court

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Joseph Scoggins and Laura W. Scoggins who produced Florida Driver's License Numbers S 252-485-18-343-0 and S 252-525-18-708-0 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

[Signature]  
Pollard  
ANNA AP

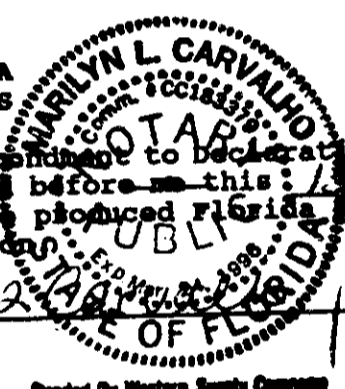
Signature: Eugene L. Bush  
Printed Name: EUGENE L. BUSH

Owner of building unit located at  
216 Buena Vista Court

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 1<sup>st</sup> day of December, 1994 by Anne Pollard who produced Florida Driver's License Number P463-052-22-609-0 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

[Signature]  
John Galvin

Signature: S. Louis Carpenter, M.D.  
Printed Name: S. LOUIS CARPENTER, M.D.

Signature: Suzanne L. Bush  
Printed Name: SUZANNE L. BUSH

[Signature]  
May Galvin

Signature: S. Louis Carpenter, M.D.  
Printed Name: S. LOUIS CARPENTER, M.D.

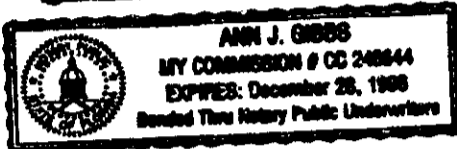
Owners of building unit located at  
214 Buena Vista Court

BK 1063PG 1353

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by John Galvin and May Galvin who produced Florida Driver's License Numbers G-415-470-27-136-0 and G-415-293-34-841-0 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: [Signature]  
Printed Name: Suzanne L. Bush

[Signature]  
Louis Carpenter

Signature: [Signature]  
Printed Name: Eugene L. Bush

Signature: [Signature]  
Printed Name: Suzanne L. Bush

[Signature]  
Shirley Carpenter

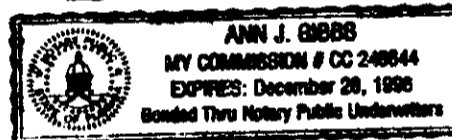
Signature: [Signature]  
Printed Name: Eugene L. Bush

Owners of building unit located at  
566 San Remo Circle

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Louis Carpenter and Shirley Carpenter who produced Florida Driver's License Numbers C615-798-27-800-0 and C615-798-27-800-0 as identification.

[Signature]  
Notary Public



Witnesses:

Signature: [Signature]  
Printed Name: Suzanne L. Bush

[Signature]  
Louis Carpenter

Signature: [Signature]  
Printed Name: Eugene L. Bush

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

[Signature] sc  
~~Shirley Carpenter~~

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

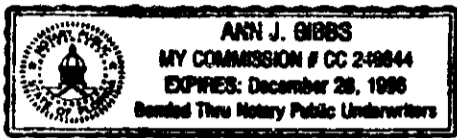
Owners of building unit located at  
568 San Remo Circle

STATE OF FLORIDA  
COUNTY OF CITRUS

BK 1063PG1354

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Louis Carpenter and Shirley Carpenter who produced Florida Driver's License Numbers 0A15-79065-221 as identification.

*[Signature]*  
Notary Public



Witnesses:

Signature: *[Signature]* Eugene Bush  
Printed Name: EUGENE BUSH

Signature: *[Signature]*  
Printed Name: AWRELE

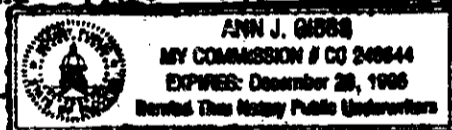
Signature: *[Signature]* Suzanne Bush  
Printed Name: SUZANNE BUSH

Signature: *[Signature]* Owners of building unit located at  
Printed Name: 576 San Remo Circle

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Eugene Bush and Suzanne Bush who produced Florida Driver's License Numbers 0200-812-17-126-0 and 0200-792-24-958-0 as identification.

*[Signature]*  
Notary Public



Witnesses:

Signature: *[Signature]* Carl Isaacson  
Printed Name: CARL ISAACSON

Signature: *[Signature]*  
Printed Name: ANN J. GIBBS

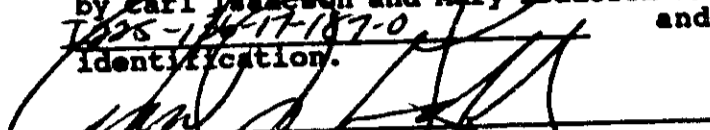
Signature: *[Signature]* Mary Isaacson  
Printed Name: MARY ISAACSON

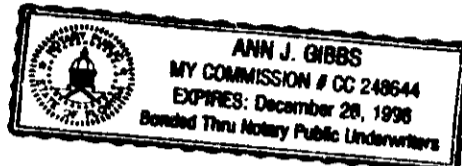
Signature: *[Signature]* Owners of building unit located at  
Printed Name: 576 San Remo Circle

BK 1063 PG 1355

STATE OF FLORIDA  
COUNTY OF CITRUS

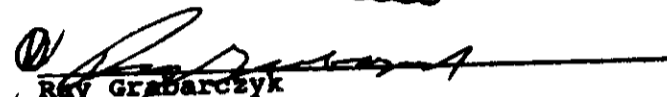
The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 20<sup>th</sup> day of December, 1994 by Carl Isaacson and Mary Isaacson who produced Florida Driver's License Numbers T 225-124-17-187-0 and T 225-584-21-639-0 as identification.

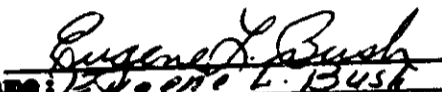
  
Notary Public

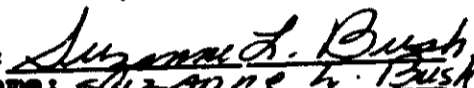


Witnesses:

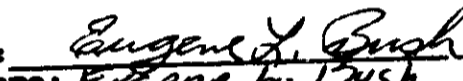
Signature:   
Printed Name: SUZANNE L. BUSH

  
Ray Grabarczyk

Signature:   
Printed Name: EUGENE L. BUSH

Signature:   
Printed Name: SUZANNE L. BUSH

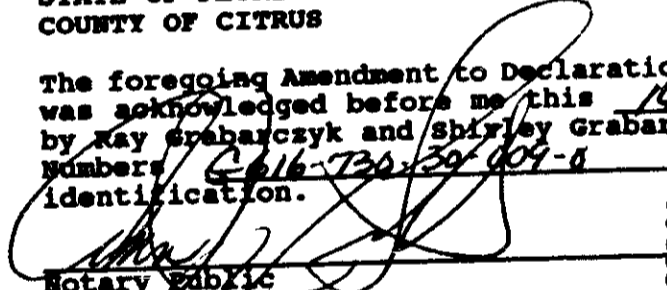
  
Shirley Grabarczyk

Signature:   
Printed Name: EUGENE L. BUSH

Owners of building unit located at  
578 San Remo Circle

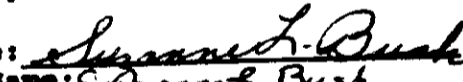
STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Ray Grabarczyk and Shirley Grabarczyk who produced Florida Driver's License Numbers C 616-730-30-009-0 and C 616-793-30-766-0 as identification.

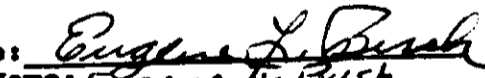
  
Notary Public



Witnesses:

Signature:   
Printed Name: SUZANNE L. BUSH

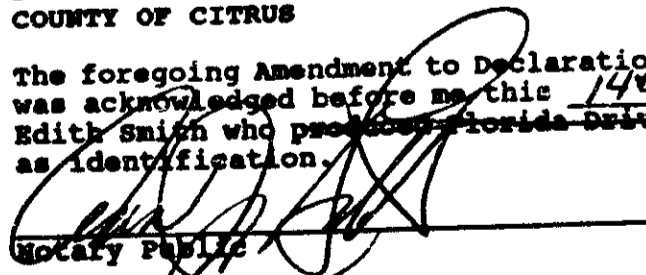
  
Edith Smith

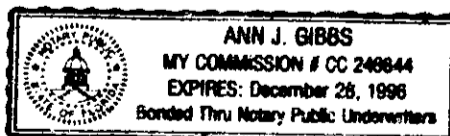
Signature:   
Printed Name: EUGENE L. BUSH

Owner of building unit located at  
580 San Remo Circle

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Edith Smith who produced Florida Driver's License Number is personally known to me as identification.

  
Notary Public



BK 1063 PG 1356

The undersigned does hereby desire that the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness, recorded at Book 704, Pages 461 through 479 of the Public Records of Citrus County, Florida be amended as shown below:

1. I request that Article V is hereby amended to read as follows:  
"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

2. I request that Article VI, section II is hereby amended to read as follows:

All building units and lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height. Duplex buildings are contemplated.

I further request that this document be affixed to such other documents as may be required to amend said Declarations of Covenants, Conditions and Restrictions and recorded in the Public Records of Citrus County, Florida.

Dated this 20<sup>th</sup> day of December, 1994.

Witnesses:

Signature: [Signature]  
Printed Name: John H. Eden IV

[Signature]  
Angela ~~Mojica~~ WALLACE

Signature: [Signature]  
Printed Name: ALICE HAUSER

Owner of building unit located at  
211 Buena Vista Court

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 20<sup>th</sup> day of December, 1994 by Angela Mojica who produced Florida Driver's License Number N/A as identification. Personally Known

[Signature]  
Notary Public

JOHN H EDEN IV  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMM EXPIRES 10/24/97  
COMMISSION NO CC325006

BK 1063 PG 1357

The undersigned do hereby desire that the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness, recorded at Book 704, Pages 461 through 479 of the Public Records of Citrus County, Florida be amended as shown below:

1. I request that Article V is hereby amended to read as follows:

"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

2. I request that Article ~~V~~ Section II is hereby amended to read as follows:

All building units and lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height. Duplex buildings are contemplated.

I further request that this document be affixed to such other documents as may be required to amend said Declarations of Covenants, Conditions and Restrictions and recorded in the Public Records of Citrus County, Florida.

Dated this 16 day of December, 1994.

Signature: [Handwritten Signature]  
Printed Name: Carolyn Matzger

[Handwritten Signature]  
I. Jerome Sobel

Signature: [Handwritten Signature]  
Printed Name: Mary Schmidt

[Handwritten Signature]  
Anne Sobel

Signature: [Handwritten Signature]  
Printed Name: Mary Schmidt

Owners of building unit located at  
544 San Remo Circle

STATE OF New Jersey  
COUNTY OF Essex

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 16 day of December, 1994 by I. Jerome Sobel and Anne Sobel who produced Massachusetts and hospital I.D. as identification.

[Handwritten Signature]  
Notary Public

K. SUSAN CAVANAGH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Apr. 14, 1999

BK 1063 PG 1358

The undersigned do hereby desire the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness, recorded at Book 704, Pages 461 through 479 of the Public Records of Citrus County, Florida be amended as shown below:

1. I request that Article V is hereby amended to read as follows:

"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

2. I request that Article ~~IX~~ Section II is hereby amended to read as follows:

All building units and lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height. Duplex buildings are contemplated.

I further request that this document be affixed to such other documents as may be required to amend said Declarations of Covenants, Conditions and Restrictions and recorded in the Public Records of Citrus County, Florida.

Dated this 17 day of December, 1994.

Signature: Mary Ann Neal  
Printed Name: MARY ANN NEAL

Signature: Martha Sargent  
Printed Name: Martha Sargent

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

John B. Lynch  
John Lynch

Roberta W. Lynch  
Roberta Lynch

Owners of building unit located at  
540 San Remo Circle

STATE OF Fla  
COUNTY OF McHenry

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 17 day of Dec, 1994 by John Lynch and Bobbie Lynch who produced Drivers License and American Express Card as identification. L520-4672-2229

Nancy J. Oplinger  
Notary Public



BK 1063 PG 1359

The undersigned do hereby desire that the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness, recorded at Book 704, Pages 461 through 479 of the Public Records of Citrus County, Florida be amended as shown below:

1. I request that Article V is hereby amended to read as follows:

"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with."

2. I request that Article IV, Section II is hereby amended to read as follows:

All building units and lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height. Duplex buildings are contemplated.

I further request that this document be affixed to such other documents as may be required to amend said Declarations of Covenants, Conditions and Restrictions and recorded in the Public Records of Citrus County, Florida.

Dated this 19<sup>th</sup> day of December, 1994

Signature: [Signature]  
Printed Name: Rusty D. Robb

[Signature]  
John Reasy

Signature: [Signature]  
Printed Name: Shirley M. Knarr

[Signature]  
Virginia Reasy

Signature: [Signature]  
Printed Name: Shirley M. Knarr

Owners of building unit located at  
504 Palma Ceia Point

Signature: [Signature]  
Printed Name: Rusty D. Robb

STATE OF Pennsylvania  
COUNTY OF Cumberland

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 19 day of December, 1994 by John Reasy and Virginia Reasy who produced a Drivers License and [Signature] as identification.

[Signature]  
Notary Public

Notarial Seal  
Penny L. Crawford, Notary Public  
North Middleton Twp., Cumberland County  
My Commission Expires March 18, 1998  
Member, Pennsylvania Association of Notaries



BK 1063 PG 1360

The undersigned do hereby desire that the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness, recorded at Book 704, Pages 461 through 477 of the Public Records of Citrus County, Florida be amended as shown below:

1. I request that Article V is hereby amended to read as follows:  
"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

2. I request that Article ~~V~~<sup>VI</sup>, Section II is hereby amended to read as follows:

All building units and lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height. Duplex buildings are contemplated.

I further request that this document be affixed to such other documents as may be required to amend said Declarations of Covenants, Conditions and Restrictions and recorded in the Public Records of Citrus County, Florida.

Dated this 16<sup>th</sup> day of December, 1994.

Signature: [Signature]  
Printed Name: Paul J. Gibbs

[Signature]  
Wayne Jordan

Signature: [Signature]  
Printed Name: SPYDRA S. RITLI

[Signature]  
Norma Jordan

Signature: [Signature]  
Printed Name: Paul J. Gibbs

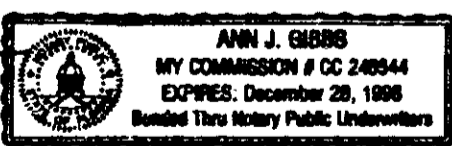
Signature: [Signature]  
Printed Name: SANDRA S. RITLI

Owners of building unit located at  
214 Buena Vista Court

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 16<sup>th</sup> day of December, 1994 by Wayne Jordan and Norma Jordan who produced Florida Drivers License No. [Number] as identification.

[Signature]  
Notary Public



BK 1063 PG 1361

The undersigned does hereby desire that the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness, recorded at Book 704, Pages 461 through 479 of the Public Records of Citrus County, Florida be amended as shown below:

1. I request that Article V is hereby amended to read as follows:

"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

2. I request that Article <sup>VI</sup>~~III~~, Section II is hereby amended to read as follows:

All building units and lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or portions of lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height. Duplex buildings are contemplated.

I further request that this document be affixed to such other documents as may be required to amend said Declarations of Covenants, Conditions and Restrictions and recorded in the Public Records of Citrus County, Florida.

Dated this 14<sup>th</sup> day of December, 1994.

Witnesses:

Signature: [Signature]  
Printed Name: Suzanne L. Bush

[Signature]  
Audrey Bellamy

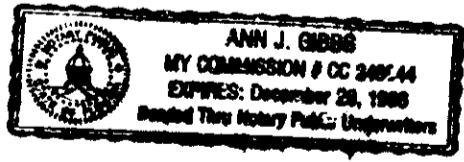
Signature: [Signature]  
Printed Name: Engene L. Bush

Owner of building unit located at  
516 Palma Ceia Point

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing Amendment to Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 14<sup>th</sup> day of December, 1994 by Audrey Bellamy who produced FL DM# B-450-008-31-802-0 as identification.

[Signature]  
Notary Public



1165300

**Amendment and Restatement  
of the  
Declaration of Covenants, Conditions, and Restrictions<sup>D.C.</sup>  
of  
The Landings at Inverness**

VERIFIED BY:

AR

WHEREAS, Capital Partners Limited Partnership I, Ltd., a Florida limited partnership, hereinafter referred to as Declarant, as owner of certain property in the County of Citrus, State of Florida, which is more particularly described as **THE LANDINGS AT INVERNESS**, a subdivision according to the plat thereof, recorded in Plat Book 13, Pages 15-16, Public Records of Citrus County, Florida, did on June 19, 1986, record a Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness (hereinafter referred to as the Declaration) recorded in Book 704, pages 0461-479, public records of Citrus County, Florida. An amendment to the Declaration was recorded on 30 December 1994 in Book 1063, page 1344.

WHEREAS, Article VIII, Section 4 of the Declaration provides that it may be amended during the first twenty (20) year period by an instrument signed by not less than 2/3 of the building unit owners.

WHEREAS, there are currently forty (40) building units located within the Landings at Inverness necessitating the signatures of not less than thirty (30) or 75 per cent of the building unit owners to amend the above referenced Declaration.

WHEREAS, many of the provisions of the Declaration are no longer relevant and should be deleted and other changes need to be made to bring the Declaration up to date.

NOW, THEREFORE, the undersigned unit building owners in the Landings at Inverness do hereby amend and restate the Declaration as provided herein.

It is hereby declared that all of the property or properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I . DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the Landings at Inverness Home Owners Association, Inc., its successors and assigns.

**Section 2.** "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

**Section 3.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, to the fee simple title of any Vacant Lot or Building Unit or a buyer under agreement for deed. Building unit owner shall mean the owner of a residential dwelling unit located on a lot.

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**Section 4.** "Common Area" shall mean all real property, including, but not limited to, perimeter fences, landscape buffers and open green areas, docks, roadways, and such other areas of the property as designated upon the plats, all owned by the Association for the common use and enjoyment of the Owners.

**Section 5.** "Lot" shall mean and refer to the platted lots shown upon the recorded subdivision plat of the Properties with the exception of the Common Area. "Building Unit" shall mean improvements used for residential dwelling and that portion of a lot used as the site for a residential dwelling.

**Section 6.** "Declarant" shall mean and refer to Capital Partners Limited Partnership I, Ltd., a Florida limited partnership, or any successor and assigns of all of its rights hereunder.

**Section 7.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of The Landings at Inverness, a subdivision according to the plat thereof.

**Section 8.** "Common Area Easements" shall include all nonexclusive easements granted to lot owners on the plat, in the conveyance of title or otherwise, for the purpose of reasonable, orderly use of the common areas in such a way as to not be detrimental to the rights and property values of the other lot owners.

## ARTICLE II. PROPERTY RIGHTS

**Section 1. Owners' Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas defined in Article I hereof which shall be appurtenant to and shall pass with the title of every building unit or lot, subject to the following provisions:

- (a) the right of the association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the association to suspend the voting right of a building unit owner for non-payment of monthly or special assessments that are delinquent in excess of ninety (90) days. The Association also has the right to suspend the right of a member to the use of the recreational facilities for non payment of monthly or special assessments that are delinquent for more than ninety (90) days; and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations.
- (c) the right of the Association to sell, dedicate or transfer all or any part of the Common Area or private roads or utility lines or cable access, if any, to any private individual (s) or to any private entity, public agency, utility or authority under such conditions as may be agreed to by the building unit owners. No such sale, dedication or transfer shall be effective unless an instrument, in writing, agreeing to such sale, dedication or transfer is signed by not less than two-thirds (2/3) of the building unit owners and has been recorded.

**Section 2. Delegation of use.** Any owner may delegate in accordance with the By-Laws, his/her right of enjoyment to the Common areas and facilities and private roadways, if any, to the members of his/her family, his/her tenants or contract purchasers who reside on the property, but not otherwise.

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### ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every vacant lot or building unit owner shall be a member of the Association.

**Section 2.** Every building unit owner shall be entitled to one vote. Vacant lot owners have no voting interest. When more than one member holds an interest in any building unit, the vote for each building unit may be exercised as they determine, but in no event shall more than one vote be cast with respect to any building unit.

### ARTICLE IV. COVENANT FOR MAINTENANCE AND SPECIAL ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot or Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest on and costs of collection thereof as hereinafter provided, shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made, together with such interest thereon and the cost of collection thereof as hereinafter provided, and shall also be the person who was the Owner of such property at the time when the assessment fell due and shall in addition be the personal obligation of the person who is an Owner subsequent to the time when the assessment fell due, in the event that the previous Owner failed to pay an outstanding assessment. Notwithstanding anything contained herein to the contrary, the obligation shall be joint and several as to the Owner in the event that the Owner constitutes more than one person or entity.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate and powers of the Association and promoting the recreation, health, safety and welfare of the residents of the Property, including, but not limited to, the payment of taxes on the Common Area and insurance thereon and repair, replacement, and additions, and legal expenses, if required, because of Owner inaction regarding exterior unit maintenance. The Association shall not be obligated to maintain any unit owner's pool, fence, exterior walls, roof or other improvements on a lot. However the Association has the right to maintain such items if an owner fails to do so. The costs of such maintenance shall be subject to a special assessment against the property and a lien if the assessment is not timely paid subject to the provisions of Section 1 above.

**Section 3. Special Assessments for Capital Improvements, Etc.** In addition to the monthly assessments authorized by Section 1 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, unexpected repair or replacement of any property owned by the Association, including roadways, walls, fences, water and sewer mains, sprinkler systems, docks, mail boxes and buildings, and the repair of any owner's pool, fence, exterior walls, roof or other improvements on a lot when the owner has failed to adequately maintain such

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items, provided that such assessments shall have the assent of sixty (60) percent of the votes of building unit owners voting in person or by proxy at a meeting duly called for this purpose.

**Section 4. Monthly Assessments.** The monthly assessment for lots having a building unit thereon and for vacant lots shall be fixed annually by the Board of Directors. The monthly assessment may be increased each year, but not more than twenty (20) percent above the assessment for the previous year without a vote of building unit owners. New owners of building units or vacant lots shall be charged an initial assessment in an amount totaling three (3) times the monthly assessment due at closing. The normal monthly assessment is due the first day of the month following the closing.

- (a) The budget will be revised annually and approved by not less than two-thirds (2/3) of those building unit owners voting in person or by proxy at a membership meeting duly called for such purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and/or Section 4 shall be sent to all building unit and vacant lot owners not less than thirty (30) days in advance of the meeting. At an annual or a special meeting of members, thirty (30) per cent of the Building Unit Owners of the Association, present in person or by proxy, shall constitute a quorum.

**Section 6. Date of Commencement of Assessments.** The monthly assessments provided for herein shall be due the first day of each month. 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 building unit or vacant lot have been paid. A properly executed certificate of the Association as to the status of assessments on a building unit or vacant lot is binding upon the Association as of the date of its issuance.

**Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid thirty (30) days after the due date shall bear interest from the due date at a rate equaling the prime rate plus four (4) per cent. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise except liability for the assessments provided for by non-use of the Common Area or abandonment of a building unit or vacant lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Citrus County, Florida prior to the recordation of such first mortgage. Sale or transfer of any building unit or vacant lot shall not affect the assessment lien. However, the sale or transfer of any building unit or vacant lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such building unit or vacant lot owner from liability for any assessments thereafter becoming due or from the lien thereof.

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## ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building upon the property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. The decisions of the Architectural Control Committee are subject to the approval of the Board of Directors.

## ARTICLE VI. USE RESTRICTIONS

**Section 1. Violation.** If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him/her or them from so doing, or to cause the violation to be remedied and to recover damages, if ascertainable, or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorney's fees. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

**Section 2.** All building units and vacant lots included within the real estate to which these restrictions pertain shall be known and described as residential lots except where otherwise indicated on the plat. No structure shall be erected, altered, placed or permitted to remain on any of said building units or vacant lots, other than one (1) single-family attached dwelling unit per building unit site, not to exceed thirty-five (35) feet in height.

**Section 3. Setback.** No building shall be located upon any residential building unit site or vacant lot which is less than twenty (20) feet from the road right-of-way at the front of a Lot, nor less than twenty (20) feet from the road right-of-way, if such road abuts a side lot line. Notwithstanding the above, if a lesser setback is required by applicable zoning ordinance, such lesser setback shall prevail.

**Section 4. No Offensive Activity.** No noxious or offensive trade or activity is permitted upon any building unit or vacant lot, nor shall anything be done thereon which constitutes a public nuisance.

**Section 5. No Temporary Structures.** Unless otherwise specifically allowed or permitted under these covenants, no recreational vehicles, boats or boat trailers, utility trailers, tents, shacks, detached garages, barns, sheds, tool houses or any other outbuilding shall at any time be placed

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temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such owner shall first obtain written approval from the Architectural Control Committee.

**Section 6. Fences.** No fence or wall shall be erected upon any building unit site or vacant lot without the prior consent of the Architectural Control Committee as to the location, type, material used, and size. All fences shall be constructed of concrete block or natural wood materials with stucco finish, in harmony with the building units and not exceed six (6) feet in height. All fence posts and fence framing shall be on the interior of the fence. No fence, wall, hedge or shrub planting which obstructs ingress and egress shall be closer than ten (10) feet to any rear building unit and/or vacant lot or in any easement area. No fence shall be in front of any residence on building unit or vacant lot or nearer to any street than the minimum setback line. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Declarant may maintain any temporary construction fences.

**Section 7. Easements.**

- (a) The Declarant, for itself and its successors and assigns, hereby reserves and is given, and Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right on, over, and under the Common Areas and the side ten (10) feet of each Lot or building site for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots on Property and such easements as are set forth on the plat of The Landings at Inverness. Further, each building unit or vacant lot and Common Areas shall be subject to an easement for minor encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by Declarant; and in the event any dwelling is partially or totally destroyed and then rebuilt, the Owners of the adjoining building units or vacant lot (s) agree that minor encroachments created by construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.
- (b) For the purpose of solely performing exterior maintenance authorized by this Article, or repairing common or party walls and any pipes or conduits therein, the Declarant, or the Association through its duly authorized agents or employees shall have the right after reasonable notice to the Owner or after a reasonable attempt to notify the Owner, to enter upon any building unit or vacant lot or the interior of any structure thereon; and such entrance for the foregoing purpose shall not be deemed a trespass.
- (c) The Declarant and/or Association, as the case may be, shall have the unrestricted right and power of alienating and releasing the privileges, easements and rights referred to in this Section and in any Plats of property provided that Declarant's rights hereunder shall only exist so long as the Declarant shall own at least one (1) building unit or vacant Lot within the Property. The Owners of the building unit or vacant Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title, or interest in or to any pipes,

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lines or other equipment or facilities placed on, over, or under the Property which is subject to said privileges, rights and easements. All easements created in this Section are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns and/or the Association, as the case may be.

**Section 8. Parking.** No parking facilities are allowed on any single building unit, or vacant Lot except a paved pad large enough for not more than four (4) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. Said vehicles, boats or objects may be so kept, only if completely inside a garage attached to the main residence. Private automobiles or vehicles of the occupants may be parked in the driveway on the building unit. No wheeled vehicle or boat shall be kept or parked in front or side yard of any building unit or any vacant Lot. No trailers or recreational vehicles shall be maintained or kept on any building unit or any vacant Lot.

**Section 9. Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any building unit or any Lot, except that each household may keep not more than two (2) household pets, weighing not more than twenty-five (25) pounds, and provided that they are not kept, bred, or maintained for any commercial purpose. All dogs must be kept on a leash if the animal is outside the unit or vacant Lot owner's property. Dog owners must pick up their animals' waste.

**Section 10. Architectural Control Committee Waiver.** In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such violation.

**Section 11. Trash.** No building unit or vacant Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash removed by the Association from a unit owner's property or vacant lot owner's lot may result in a special assessment against that unit owner.

**Section 12. Signs.** No sign of any kind may be displayed to the public view on any building unit or vacant Lot except security and professional signs offering property for sale or rent.

**Section 13. Common Area and Private Roadways.** No improvements shall be constructed upon any portion of the Common Area or Private Roadways without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as open recreational areas and roadways for the use and benefit of all members of the Association.

- (a) No activities constituting a nuisance shall be conducted upon common areas and Private Roadways.
- (b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common areas and Private Roadways.
- (c) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and Private Roadways and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area and Private Roadways. Said insurance

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policies shall be in the name of the Association and for the benefit of the Association members and owners of record of the Private Roadways, if any, and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as the Board deems advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Areas and Private Roadways.

- (d) All capital improvements made to the Common Areas or Roadways by the Association shall require the approval of sixty (60) per cent of all unit owners voting in person or by proxy at a meeting duly called for this purpose.

**Section 14. Property Maintenance.** The Association shall maintain or cause to be maintained the property and improvements other than building units situation thereon in a manner satisfactory to the Architectural Control Committee, including but not limited to, landscaping, grass and shrubbery, lighting, sprinklers, and garbage. The Owner shall maintain other items and be given thirty (30) days written notice to correct or abate those items he/she/they fail to maintain. If the Owner fails to do so, the Committee shall have the right to enter upon said building unit or vacant Lot for the purpose of repairing, maintaining and restoring the building unit, dwelling or vacant Lot and the exterior of the building unit at the sole cost of the Owner of said building unit or Lot after giving twenty-four (24) hours notice to the Unit Owners of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof, which become effective only upon the filing of a written claim of lien. The form substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said building unit or Lot shall by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Citrus County Public Records prior to the recordation of such first mortgage.

**Section 15. Rights of Declarant.** Notwithstanding anything in Article VI to the contrary, Declarant shall have the right to use Property for ingress and egress thereover, including but not limited to the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of building units or vacant Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of vacant Lots or building units, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on Property.

**Section 16. Signal Receiving and Transmitting Devices.** The Association recognizes and hereby declares that any cable television provider may use any public or private road right-of-way to run cable lines into The Landings at Inverness subdivision. The Association hereby further declares that, with the written permission of the Association, cable television providers have the right to install cable television lines underground across utility easements and common areas,

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referred to in the plat of The Landings at Inverness subdivision; and further to install cable television lines underground across the property of a current building unit or vacant lot owner. No building unit or vacant lot owner can refuse the running of service lines across her/his property for the benefit of other property owners. Satellite dishes are permitted subject to approval of size and location by the Architectural Control Committee.

## ARTICLE VII. PARTY WALLS

**Section 1. General Rules.** The building units are commonly referred to as "townhouses", with a characteristic thereof being the existence of common walls or party walls which are constructed along portions of said boundaries of Lots within the Property. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.

**Section 2. Weatherproofing.** Notwithstanding any other provisions in these covenants, any Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.

**Section 3. Contribution.** The right of any Owner to contribution from any other Owner under these restrictions shall be appurtenant to the land and shall pass to such Owners' successors in title.

**Section 4. Existence.** Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party walls shall continue in full force and effect for so long as any party walls exist upon said Property.

## ARTICLE VIII. GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner of a building unit or vacant Lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by the Owner of a building unit or vacant Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party, in an enforcement litigation, shall be entitled to an award of reasonable attorney's fees.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

**Section 3. Duration of Covenants.** The covenants and restrictions of this Declaration shall run with and bind Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

**Section 4. Amendment.** This Declaration may be amended at any time by an instrument signed by not less than sixty (60) per cent of the building unit owners. Any amendment must be recorded.

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Name & Address

Signature of Building Unit Owner(s)

Austin, Thomas E  
508 Palma Ceia Pt.

date

Witness:

Carpenter, Anna-Mary  
568 San Remo Circle

*Shirley Carpenter*

*3/1/00*  
date

Witness:

*Laura L. Jones*

Carpenter, Louis, & Shirley  
564 San Remo Circle

*Anna-Mary Carpenter*

*2/1/00*  
date

Witness:

*Laura L. Jones*

Carpenter, Louis, & Shirley  
566 San Remo Circle

*Louis Carpenter*

*2/10/00*  
date

Witness:

*Laura L. Jones*

Coleman, Gerald C  
511 Palma Ceia Pt

*Gerald Coleman 2-10-2000*

date

Witness:

*Jacquelyn Brinker*

*2/10/00*

Davis, George A, Jr, & June L  
502 Palma Ceia Pt

*George A. Davis & June L. Davis*

date

Witness:

*Paul Wong*

*3/7/00*

Dilliard, Anna L  
513 Palma Ceia Pt

*Anna L. Dilliard Kathleen Dilliard*

*12/4/00*

date

Witness:

*Ralph W. Mitchell*

*Paul Wong*

Foraker, Ruth E  
503 Palma Ceia Pt

*Ruth E. Foraker*

*3-18-2000*

date

Witness:

*Paul Wong*

Frederickson, Merte H  
222 Buena Vista Ct

*Merte H. Frederickson Carl A. Jones*

*3-19-00*

date

Witness:

*Paul Wong*

BK 1397PG2226

2000 DE 13 AM 9:00

Galvin, John J, & Mae  
214 Buena Vista Ct

date

Witness:

Grabarczyk, Ray, & Shirley  
578 San Remo Circle

*Ray & Shirley Grabarczyk*

*3/11/00*  
date

Witness:

*Laura S. Jones*

Haddox, Donald, & Charlotte  
209 Buena Vista Ct

*Donald & Charlotte Haddox*

*3/11/00*  
date

Witness:

*Laura S. Jones*

Hauser, Wesley J, & Alice  
515 Palma Ceia Pt

date

Witness:

*Wesley & Alice Hauser*

*7/26/2000*

Isner, Carl A, & Patricia  
576 San Remo Circle

*Carl A. Isner, Patricia Isner*

*3-19-00*  
date

Witness:

*Troy & Julie Paul Wong*

*3-19-00*

Iwanowski, Michael, & Ursula  
542 San Remo Circle

date

Witness:

Jones, James P, & Karen  
501 Palma Ceia Pt

*James P. Jones & Karen Jones*

*3/11/00*  
date

Witness:

*Laura S. Jones*

*3/10/00*

Jones, Laura  
211 Buena Vista Ct

*Laura S. Jones*

*3/11/00*  
date

Witness:

*Paul Wong*

Lunde, Ole A, & Martha S  
217 Buena Vista Ct

*Ole A. Lunde & Martha S. Lunde*

*3/13/2000*  
date

Witness:

*Paul Wong*

*3/13/00*

Lynch, John  
540 San Remo Circle

*John A. Lynch & Robert W. Lynch*

*3/14/00*  
date

Witness:

*Paul Wong*

*3/14/00*

BK1397PG2227

2000 DE 13 AM 9:04

Markham, Carol  
516 Palma Ceia Pt

Carol H. Markham 2/16/00  
date

Witness: Paul Worrey

Miller, Kenneth, & Marybeth  
506 Palma Ceia Pt

Mary Beth Miller  
Kenneth Miller 3/11/00  
date

Witness: Laura S. Jones

Mitchell, Ralph, & Jean  
512 Palma Ceia Pt

Ralph W. Mitchell Ellen J. Mitchell 2/17/2000  
date

Witness: Paul Worrey

Newbold, Nelson A, Jr, & Charles W Van Tine, Jr  
574 San Remo Circle

Nelson & Charles W. Jr 3/19/00  
Paul W. Jr 3/11/00  
date

Witness: Laura S. Jones

Pollack, Lawrence  
213 Buena Vista Ct

Lawrence J. Pollack 3/11/00  
date

Witness: Laura S. Jones

Pollard, Anna L  
216 Buena Vista Ct

Anna L. Pollard 3/14/00  
date

Witness: Paul Worrey

Pütz, Wilhelm, & Irene  
554 San Remo Circle

Willy Pütz and Irene 7/26/00  
date

Witness: Paul Worrey

Pütz, Wilhelm, & Irene  
556 San Remo Circle

Willy Pütz and Irene 7/26/00  
date

Witness: Paul Worrey

Reasy, John H, & Virginia  
504 Palma Ceia Pt

Witness: \_\_\_\_\_ date

Reither, James A & Jacquelyn K  
507 Palma Ceia Pt

Gill Stauffer Abel Elyse Stauffer 2-26-00  
James A. Reither Jacquelyn K. Reither 2/10/00  
date

Witness: Ida Jean Worrey  
Paul Worrey

BK 1397PG2228

2000 DE 13 AM 9:04

Schembri, Anthony J, & Barbara  
562 San Remo Circle Barbara Schembri Anthony Schembri 3/11/2000  
date

Witness: Laura S. Jones

Santor, Raymond  
510 Palma Ceia Pt Raymond Santor 3/10/00  
date

Witness: Paul Worley 3/10/00  
date

Scoggins, Joseph H, & Billie  
218 Buena Vista Ct Joseph H. Scoggins Billie Scoggins 3/11/00  
date

Witness: Paul Worley 3/11/00  
date

Scoggins, Joseph H, & Billie  
220 Buena Vista Ct Joseph H. Scoggins Billie Scoggins 3/11/00  
date

Witness: Paul Worley 3/11/00  
date

Shank, Thomas, & Muriel  
509 Palma Ceia Pt Thomas Shank Muriel Shank Victoriana letter 4/5/2000 3/22/00  
date

Witness: Paul Worley

Shaw, Alfred J  
215 Buena Vista Ct Alfred J. Shaw 2/18/2000  
date

Witness: Paul Worley 2/18/2000  
date

Sobel, Anne  
544 San Remo Circle Anne Sobel 3/11/00  
date

Witness: Laura S. Jones

Weinmann, Henry C, & Sunnie  
505 Palma Ceia Pt Henry C. Weinmann Sunnie Weinmann 3/16/00  
date

Witness: Laura S. Jones

Whitney, R Bruce, & Grace  
580 San Remo Circle R. Bruce Whitney Grace H. Whitney 3/11/00  
date

Witness: Paul Worley 3-11-00  
date

Wilcox, Graham  
538 San Remo Circle \_\_\_\_\_  
date

Witness: \_\_\_\_\_

BK 1397 PG 2229

2000 DE 13 AM 9:04

Wongrey, Paul, & Ida Jean  
514 Palma Ceia Pt

Paul Wongrey, Ida Jean Wongrey date 2/10/00

Witness:

Jacquelyn K. Reither

date 2/10/00

I, Donald Haddox, President of The Landings at Inverness Homeowners' Association, Inc., do hereby certify that the individuals who by their signatures approved the foregoing Amendment and Restatement of the Declaration of Covenants, Conditions, and Restrictions of The Landings at Inverness are, or were on the date of signing, Building Unit owners in The Landings at Inverness subdivision. I further certify that more than seventy-five (75%) percent of the above signators were Building Unit owners in the Landings at Inverness subdivision as of December 13, 2000.

Donald Haddox

Charles W. Hartline

Dated

BK 1397PG2230

\*\*\*\*\*

State of Florida, County of Citrus

Ann M Reardon  
Witness (signature)

Ann M Reardon  
(print)

Tammy S. Kirby  
Notary (signature)

Tammy S. Kirby  
(print)

Ann M Reardon  
Witness (signature)

Ann M. Reardon  
(print)

Tammy S. Kirby  
Notary (signature)

Tammy S. Kirby  
(print)

The foregoing instrument was acknowledged before me  
this 13<sup>th</sup> day of December, 2000  
by Donald H Haddox  
Donald H. Haddox, Association President  
209 Buena Vista Ct., Inverness, FL 34450-4332

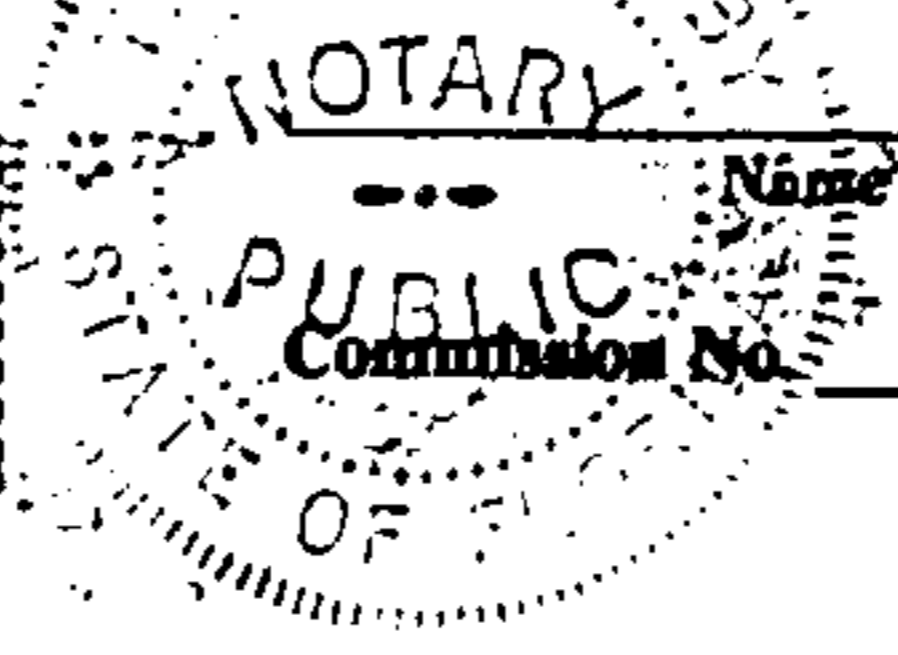
2000 FEB 13 AM 9:05

who took an oath before me and produced  
FLNH H320-188-32-20 as identification  
and by Charles W. Hartline  
Association Secretary  
Inverness, FL 34450

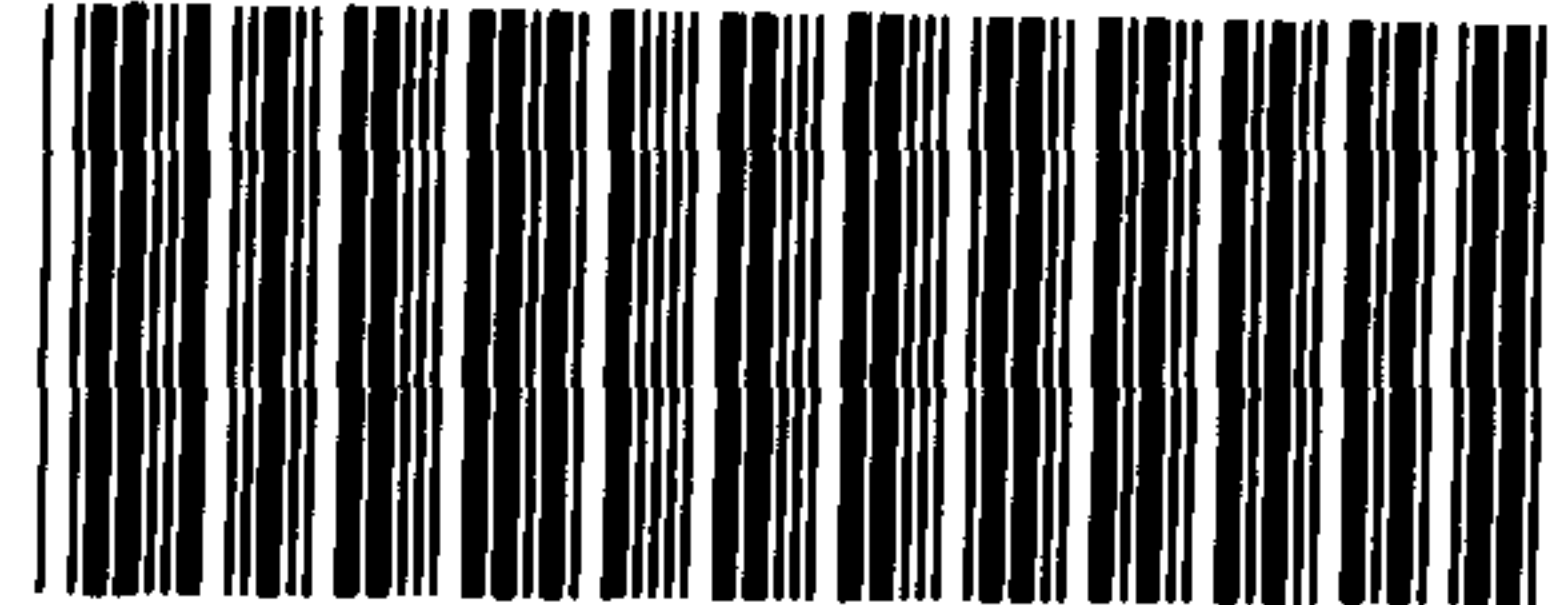
who took an oath before me and produced  
FLNH U 535-159-38-045 as identification.

Tammy S. Kirby Notary Public  
Signature of Notary Public

Name of Notary Public, printed







2005007444 2 PGS

Amendment and Restatement  
Of the  
Declarations of Covenants, Conditions, and Restrictions  
Of  
The Landings At Inverness

An amendment to the original Declaration was recorded on 30 December 1994 in book 1063, page 1344, Public Records of Citrus County, Florida, whereby the building unit owners at The Landings At Inverness amended and restated the Declaration to provide under Article VIII General Provisions, Section 4, Amendment. This Declaration maybe amended at anytime by an instrument signed by not less than sixty (60) per cent of the building unit owners.

Whereas, there are currently (40) building units located within The Landings At Inverness necessitating the signatures of not less than (24) or 60 per cent of the building unit owners to amend the above referenced Declaration.

A total of 28 (70 per cent) of the building unit owners have signed an instrument which amends the Declaration to include the following two amendments:

To amend Article III. Membership and Voting Rights. To include:  
Section 3. Board of Directors and Architectural Control Committee. A member of the association may not serve on both the Board of Directors and the Architectural Control Committee at the same time.

To amend Article VI. Use Restrictions. To include:  
Section 17. Changes to Building Exterior Colors. Changes to building exterior colors may not be made unless at least sixty (60) per cent of the building unit owners approve such change in writing.

I, Lawrence M. Pollack, Vice President of The Landings At Inverness have an instrument containing 28 signatures of building unit owners to amend the Declaration to adopt the above two (2) amendments. The following 28 building unit owners have signed this instrument.

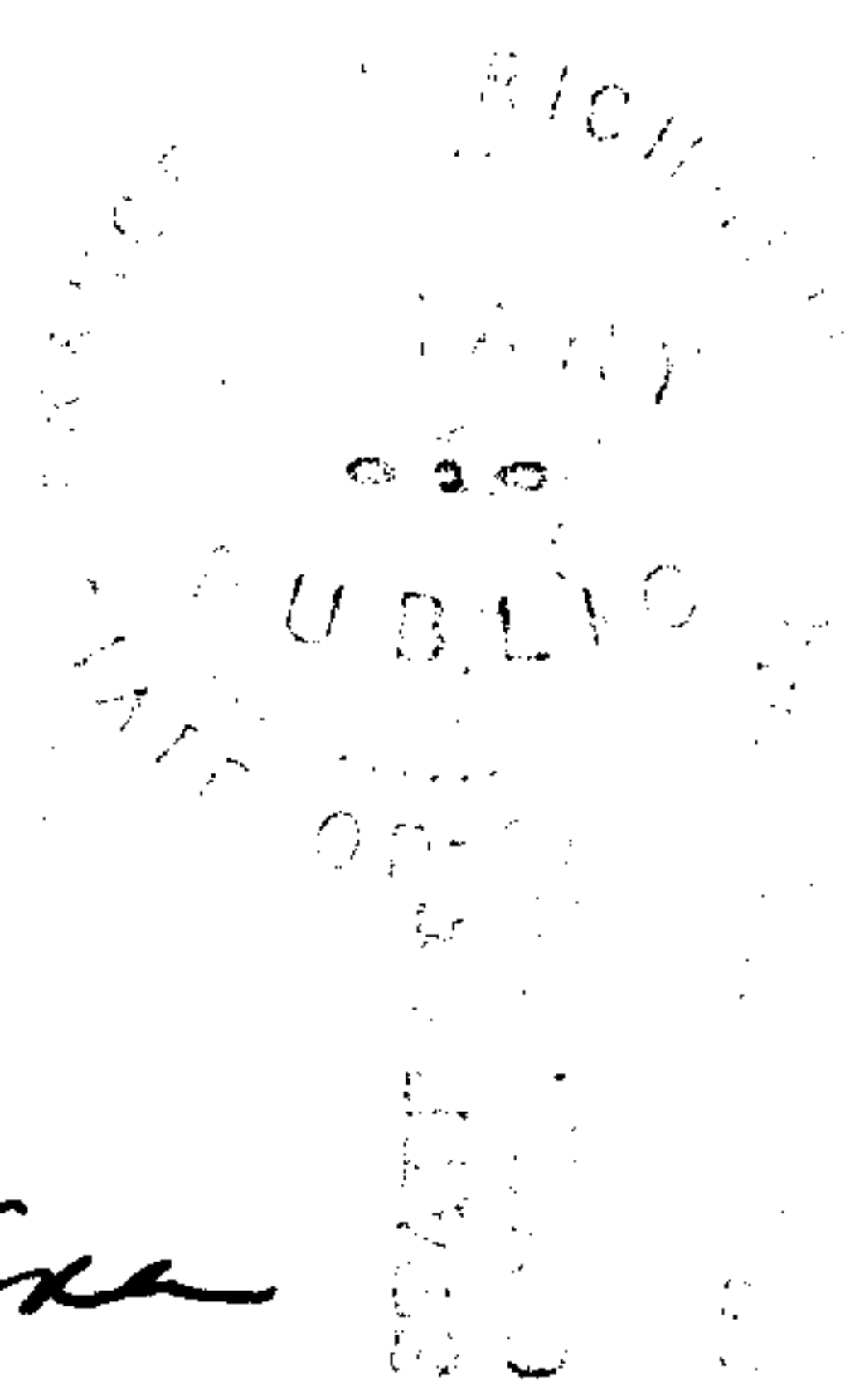
- |   |   |   |
|---|---|---|
| Charlotte Haddox<br>209 Buena Vista Ct. | Lawrence Pollack<br>213 Buena Vista Ct. | Kenneth & Bonnie Pierson<br>214 Buena Vista Ct. |
| Alfred Shaw<br>215 Buena Vista Ct       | Mary Dorsey<br>216 Buena Vista Ct       | Jerry Cox<br>217 Buena Vista Ct                 |
| Carl Jonnsson<br>222 Buena Vista Ct.    | Donn Dupree<br>501 Palma Ceia Pt        | George Davis<br>502 Palma Ceia Pt               |
| Ruth Foraker<br>503 Palma Ceia Pt       | Karl Stanfenburg<br>505 Palma Ceia Pt   | Kenneth Miller<br>506 Palma Ceia Pt             |



Frances J Richheimer  
My Commission DD118879  
Expires June 9, 2008

*Frances J Richheimer*

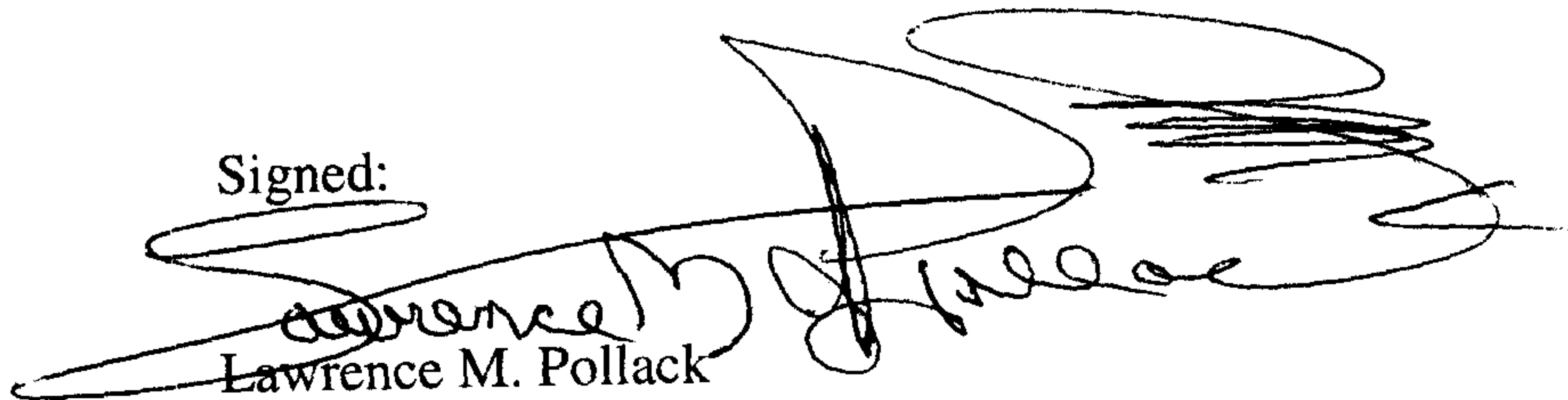
*above 28k*  
*Lawrence M Pollack*  
*284300*  
AND WHO



Nancy Alford 508 Palma Ceia Pt	Michael Lester 509 Palma Ceia Pt	Wilma Moody 511 Palma Ceia Pt
Ralph Mitchell 512 Palma Ceia Pt	Betty Hammond 513 Palma Ceia Pt	Ida Jean Wongrey 514 Palma Ceia Pt
Wesley Hauser 515 Palma Ceia Pt	Rudy Dyck 538 San Remo Circle	John Lynch 540 San Remo Circle
Shirley Carpenter 564 San Remo Circle	S. Louis Carpenter 566 San Remo Circle	Shirley Carpenter 568 San Remo Circle
Charles VanTine, Jr. 574 San Remo Circle	Rob Bingle 576 San Remo Circle	Ray Grabarczyk 578 San Remo Circle
Anthony Schembri 562 San Remo Circle		

These amendments have been recorded in the Public Records of Citrus County, Florida to amend the Declaration of Covenants, Conditions, and Restrictions of The Landings At Inverness on 28 January 2005.

Signed:



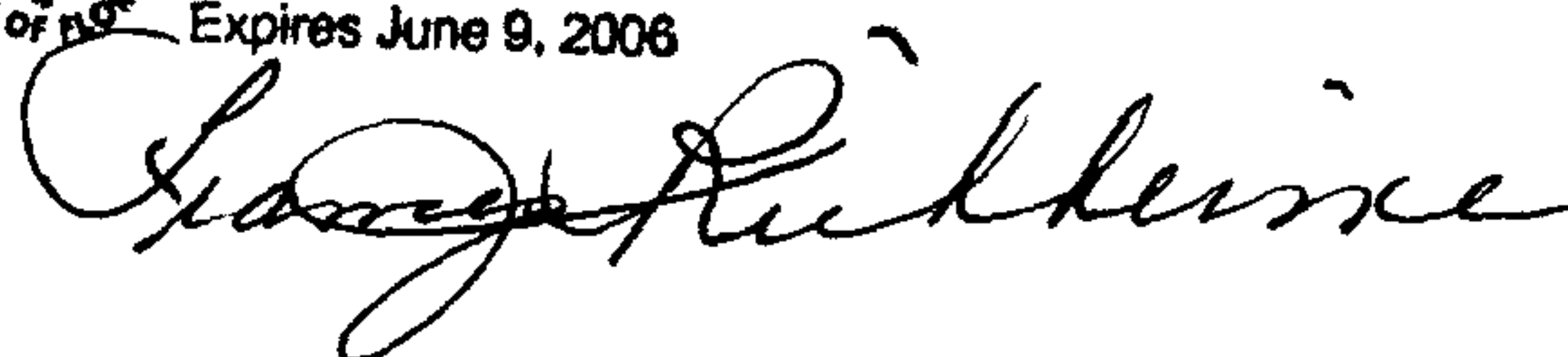
Lawrence M. Pollack  
213 Buena Vista Ct  
Vice President  
The Landings At Inverness

STATE OF FLORIDA  
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT above WAS  
ACKNOWLEDGED BEFORE ME THIS 28th DAY OF January, 2005,  
BY Lawrence M. Pollack WHO  
IS PERSONALLY KNOWN 284300  
✓ WHO HAS PRODUCED FOL P420533 AS IDENTIFICATION  
AND WHO — DID ✓ DID NOT TAKE AN OATH.



Frances J Richheimer  
My Commission DD118878  
Expires June 9, 2006




OFFICIAL RECORDS  
 CITRUS COUNTY  
 BETTY STRIFLER  
 CLERK OF THE CIRCUIT COURT  
 RECORDING FEE: \$70.00  
 # 2005009073 BK: 1812 PG: 2431-2435  
 02/03/2005 11:58 AM 5 PGS  
 BTENNEY, DC Receipt #005466



Amendment (s)  
 Declarations of Covenants, Conditions, and Restrictions  
 The Landings At Inverness

The original Declaration was recorded 19 June 1986 in book 704, pages 461-479. The Declaration was reinstated 13 December 2000 in book 1397, pages 2217-2230. This Declaration provided that under Article VIII General Provisions, Section 4, Amendment. This Declaration may be amended at any time by an instrument signed by not less than sixty (60) percent of the building unit owners.

Whereas, there are currently (40) building units located within the Landings At Inverness necessitating the signatures of not less than (24) or 60 percent of the building unit owners to amend the Declaration.

A total of 30 (75 percent) of the building unit owners have signed an instrument which amends the Declaration to include the following two amendments:

Article III of this Declaration is hereby amended to include Section 3.

Section 3. Board of Directors and Architectural Control Committee. A member of the association may not serve on both the Board of Directors and the Architectural Control Committee at the same time.

Article VI of this Declaration is hereby amended to include Section 17.

Section 17. Changes to Building Exterior Colors. Changes to building exterior colors may not be made unless at least sixty (60) percent of the building unit owners approve such change in writing.

The following 30 building unit owners have signed this instrument:

Charlotte Haddox	209 Buena Vista Ct	Ralph Mitchell	512 Palma Ceia Pt
Lawrence Pollack	213 Buena Vista Ct	Betty Hammond	513 Palma Ceia Pt
Kenneth Pierson	214 Buena Vista Ct	Ida Jean Wongrey	514 Palma Ceia Pt
Alfred Shaw	215 Buena Vista Ct	Wesley Hauser	515 Palma Ceia Pt
Mary Dorsey	216 Buena Vista Ct	Rudy Dyck	538 San Remo Cr
Jerry Cox	217 Buena Vista Ct	John Lynch	540 San Remo Cr
Carl Jonsson	222 Buena Vista Ct	Michael Iwanoski	542 San Remo Cr
Donn Dupree	501 Palma Ceia Pt	Michael Iwanoski	544 San Remo Cr
George Davis	502 Palma Ceia Pt	Shirley Carpenter	564 San Remo Cr
Ruth Foraker	503 Palma Ceia Pt	S. Louis Carpenter	566 San Remo Cr
Karl Stanfenburg	505 Palma Ceia Pt	Shirley Carpenter	568 San Remo Cr
Kenneth Miller	506 Palma Ceia Pt	Charles VanTine Jr.	574 San Remo Cr
Nancy Alford	508 Palma Ceia Pt	Rob Bingle	576 San Remo Cr
Michael Lester	509 Palma Ceia Pt	Ray Grabarczyk	578 San Remo Cr
Wilma Moody	511 Palma Ceia Pt	Anthony Schembri	562 San Remo Cr

I, Lawrence M. Pollack, Vice President of the Landings At Inverness Homeowners Association, Inc., do hereby certify that the individuals who by their signatures approved the foregoing Amendments to the Declaration of Covenants, Conditions, and Restrictions of the Landings At Inverness and are as of 31 January 2005 building unit owners in the Landings At Inverness subdivision.

These amendments have been recorded in the Public Records of Citrus County, Florida to amend the Declaration of the Landings At Inverness on 3 February 2005.



Frances J Richheimer  
 My Commission DD118879  
 Expires June 9, 2006

STATE OF FLORIDA  
 COUNTY OF CITRUS  
 Lawrence M. Pollack  
 Vice President, The Landings At Inverness

THE FOREGOING INSTRUMENT above WAS  
 ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF February 2005,  
 BY Lawrence M. Pollack WHO  
 IS PERSONALLY KNOWN  
✓ WHO HAS PRODUCED FDLP420533 284300 AS IDENTIFICATION  
 AND WHO ✓ DID ✓ DID NOT TAKE AN OATH.

*Lawrence M. Pollack*  
*Frances J. Richheimer*

Amendment ~~and Restatement~~  
Of the  
Declaration of Covenants, Conditions, and Restrictions  
Of  
The Landings at Inverness

Article VIII. General Provisions, Section 4. Amendment. This Declaration may be amended at anytime by an instrument signed by not less than sixty (60) per cent of the building unit owners.

The following amendment is being added to the Declaration of Covenants, Conditions and Restrictions:

“A member of the association may not serve on both the Board of Directors and the Architectural Control Committee at the same time”

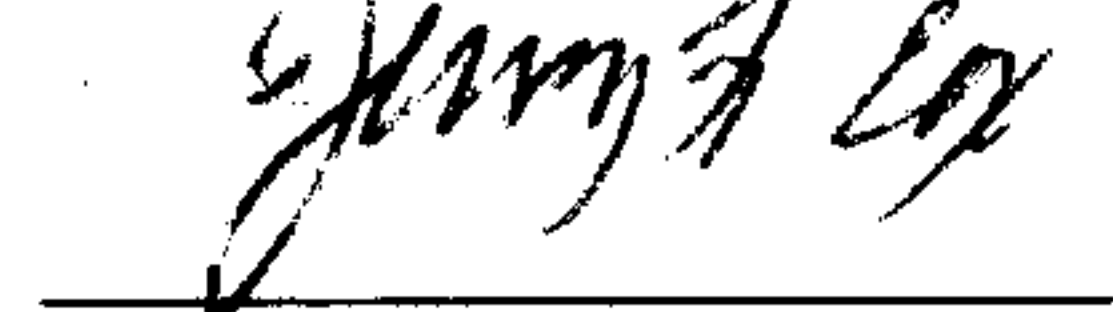
Signed:



209 Buena Vista Ct



214 Buena Vista Ct



217 Buena Vista Ct



222 Buena Vista Ct



503 Palma Ceia Pt



506 Palma Ceia Pt



509 Palma Ceia Pt



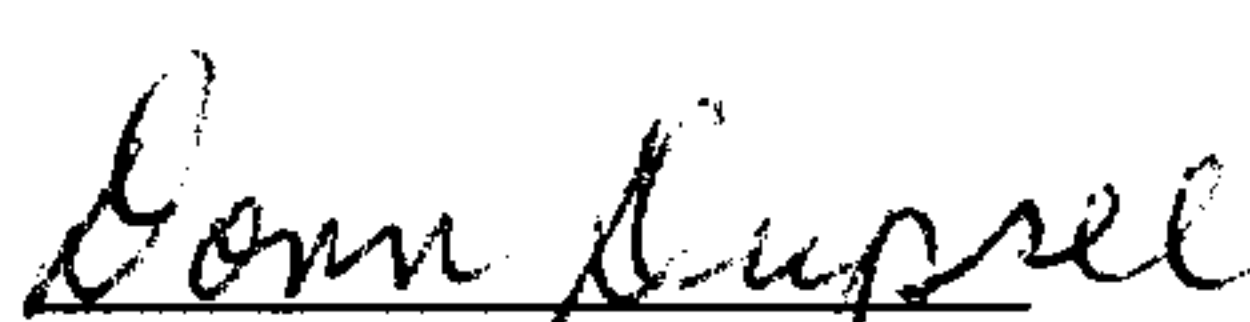
512 Palma Ceia Pt

211 Buena Vista Ct



215 Buena Vista Ct

218 Buena Vista Ct



501 Palma Ceia Pt

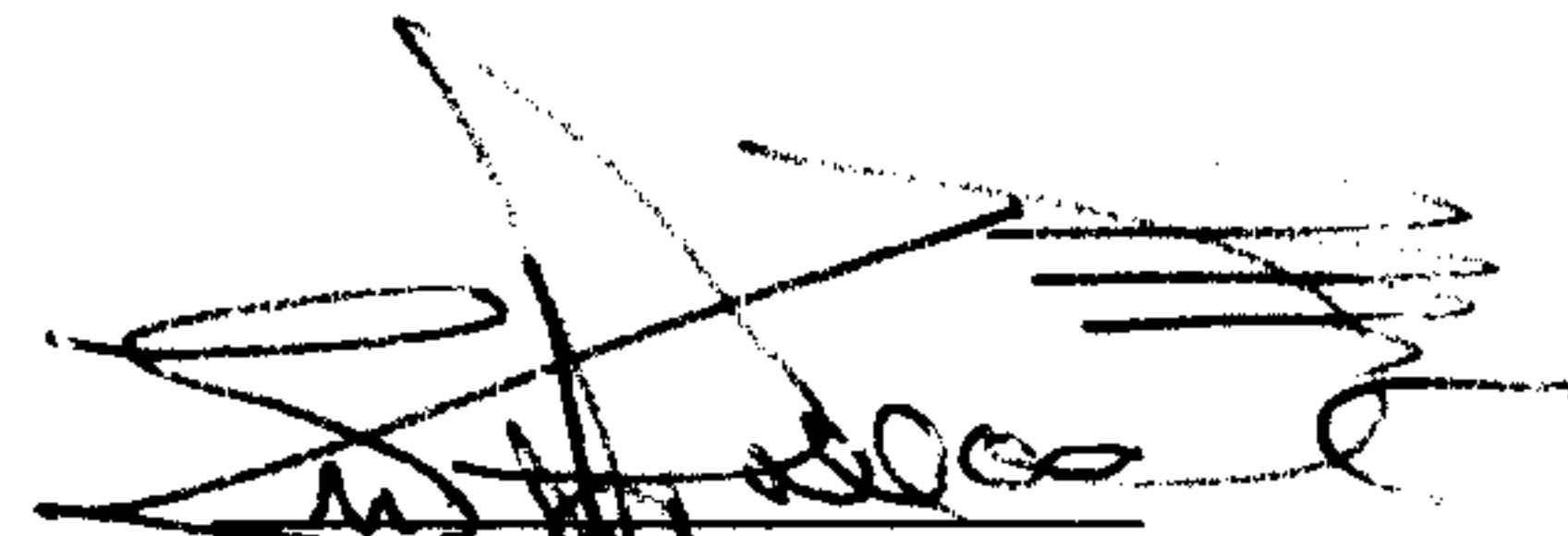
504 Palma Ceia Pt

507 Palma Ceia Pt

510 Palma Ceia Pt



513 Palma Ceia Pt



213 Buena Vista Ct



216 Buena Vista Ct

220 Buena Vista Ct



502 Palma Ceia Pt



505 Palma Ceia Pt



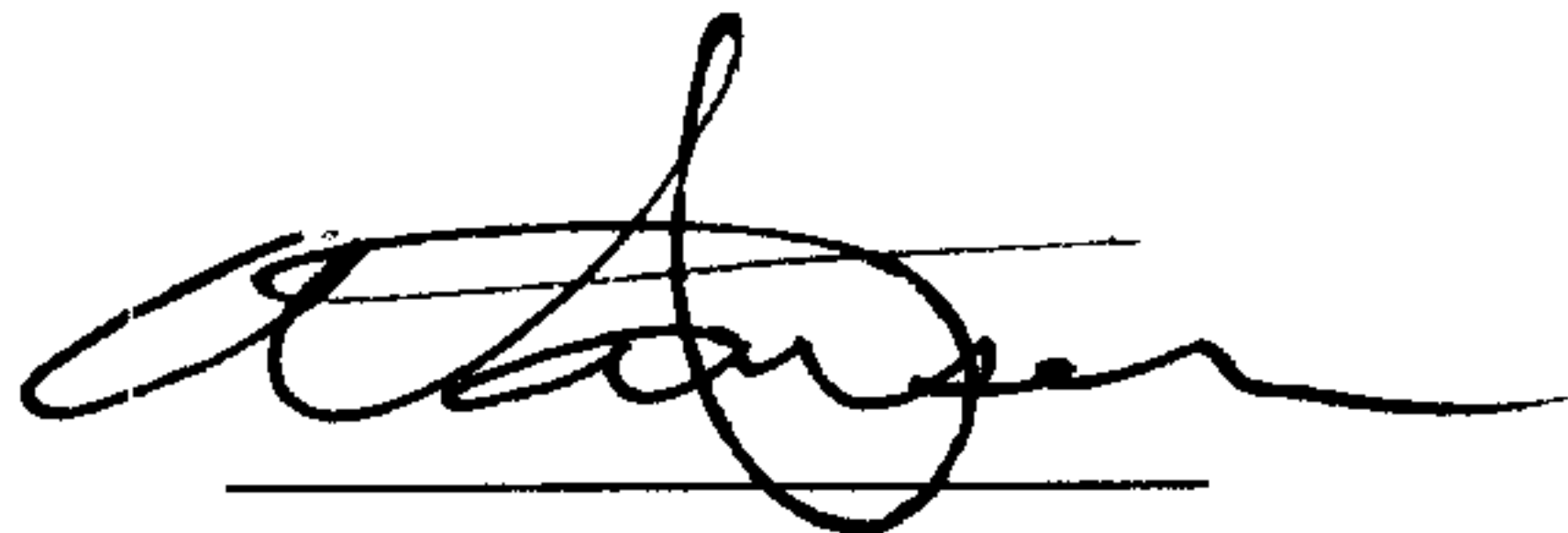
508 Palma Ceia Pt



511 Palma Ceia Pt



514 Palma Ceia Pt



515 Palma Ceia Pt



540 San Remo Circle

554 San Remo Circle



564 San Remo Circle



574 San Remo Circle

580 San Remo Circle

516 Palma Ceia Pt



542 San Remo Circle

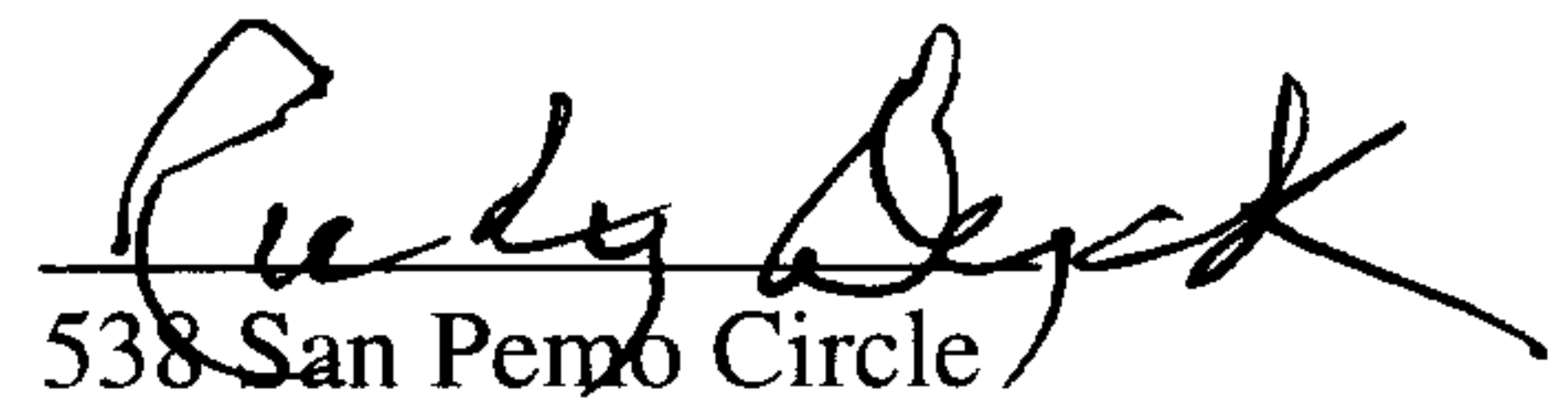
556 San Remo Circle



566 San Remo Circle



576 San Remo Circle



538 San Remo Circle



544 San Remo Circle



562 San Remo Circle



568 San Remo Circle



578 San Remo Circle


Amendment ~~and Restatement~~  
Of the  
Declaration of Covenants, Conditions, and Restrictions  
Of  
The Landings at Inverness

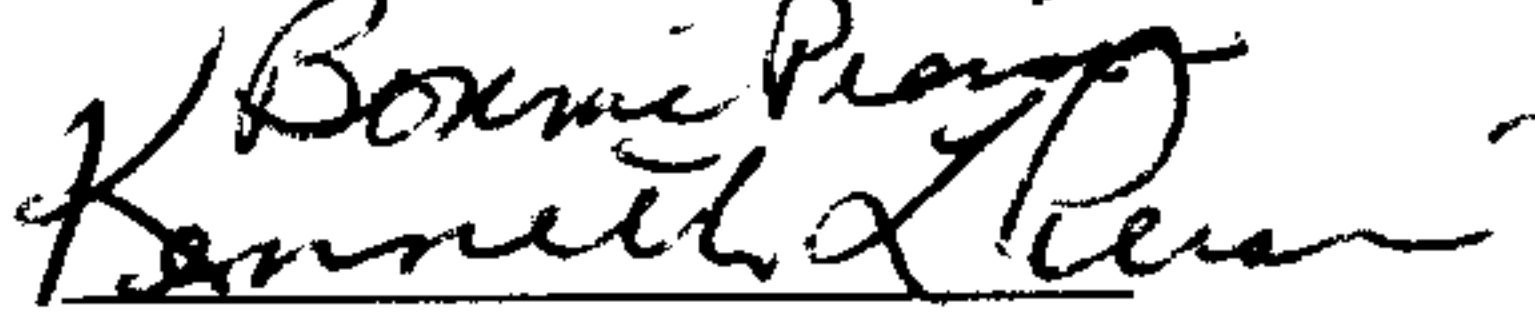
Article VIII. General Provisions, Section 4. Amendment. This Declaration may be amended at anytime by an instrument signed by not less than sixty (60) per cent of the building unit owners.

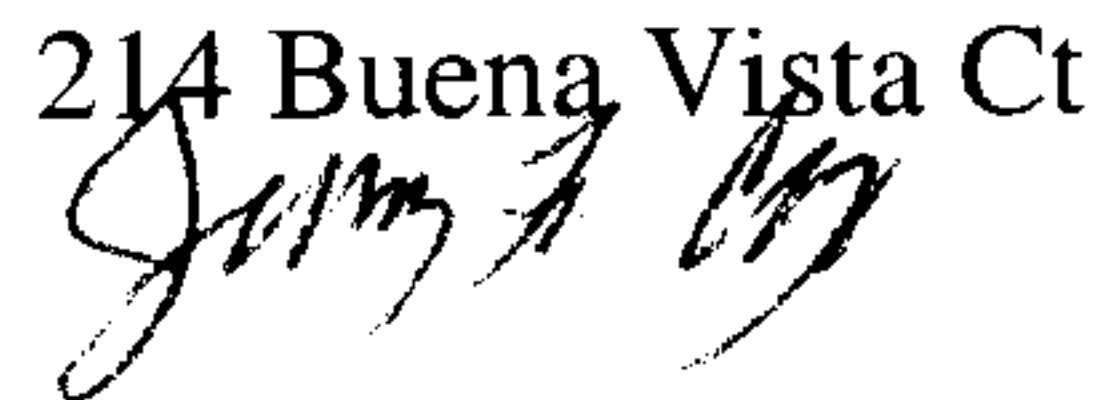
The following amendment is being added to the Declaration of Covenants, Conditions and Restrictions:

“Changes to building exterior colors may not be made unless at least sixty (60) per cent of the building owners approve such change in writing”

Signed:

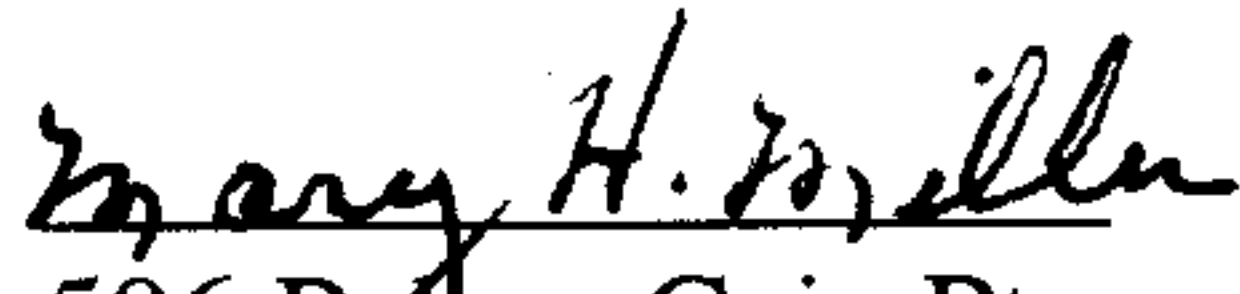
  
209 Buena Vista Ct

  
214 Buena Vista Ct

  
217 Buena Vista Ct

  
222 Buena Vista Ct


  
503 Palma Ceia Pt

  
506 Palma Ceia Pt

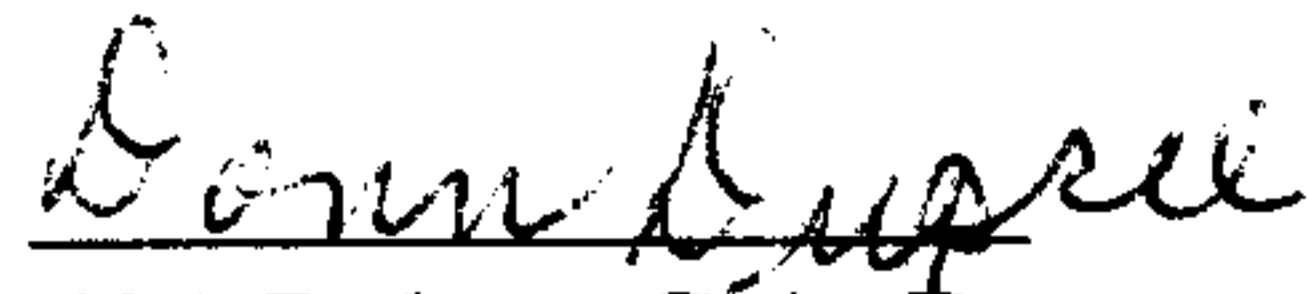
  
509 Palma Ceia Pt

  
512 Palma Ceia Pt

211 Buena Vista Ct

  
215 Buena Vista Ct

218 Buena Vista Ct

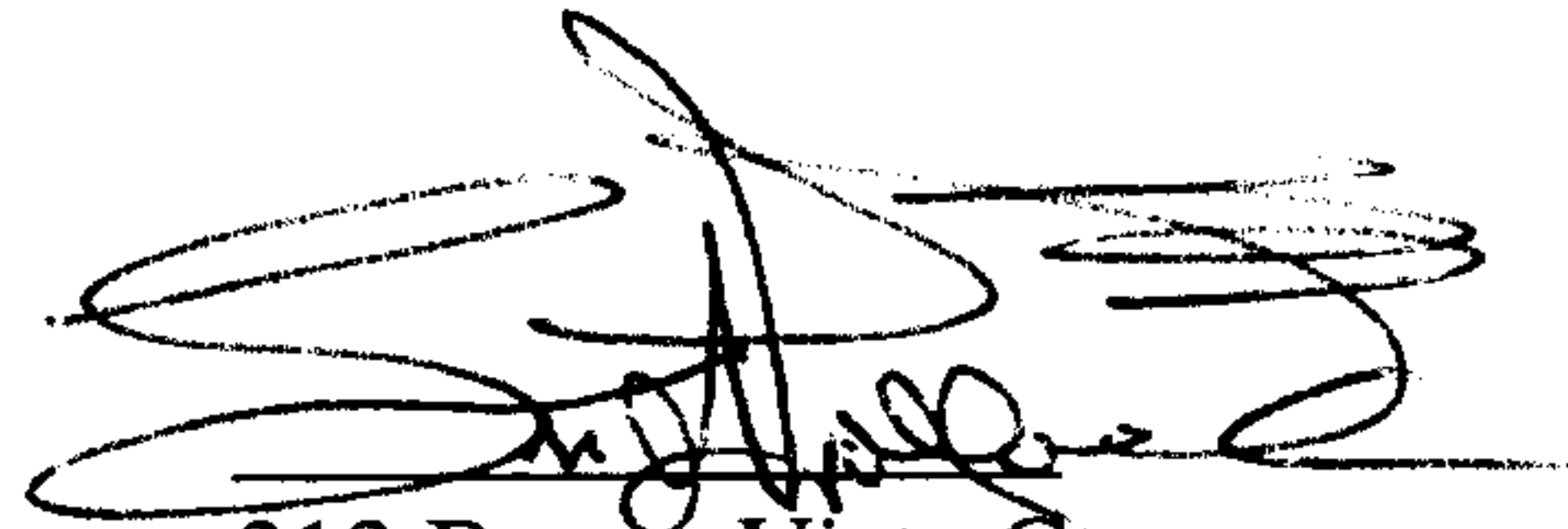
  
501 Palma Ceia Pt


504 Palma Ceia Pt

507 Palma Ceia Pt

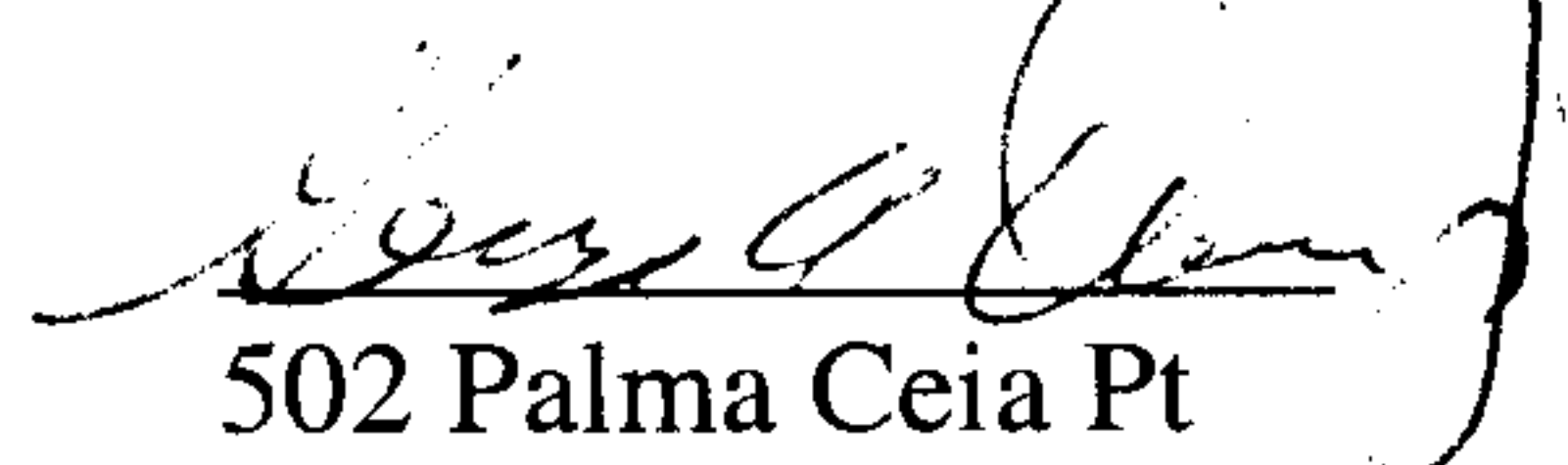
510 Palma Ceia Pt

  
513 Palma Ceia Pt


  
213 Buena Vista Ct

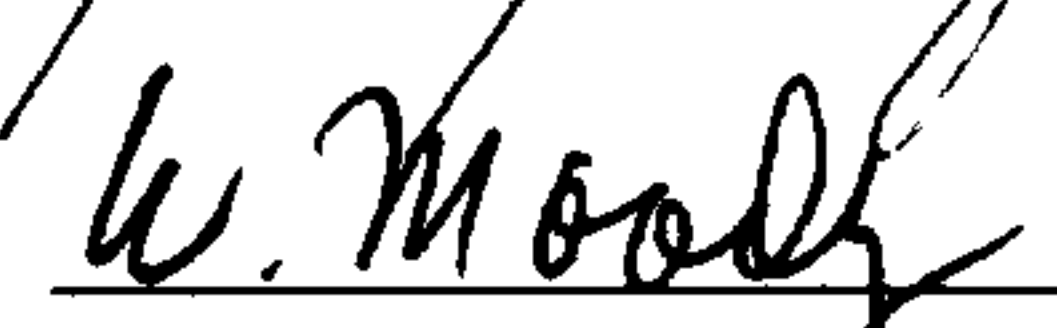
  
216 Buena Vista Ct


220 Buena Vista Ct

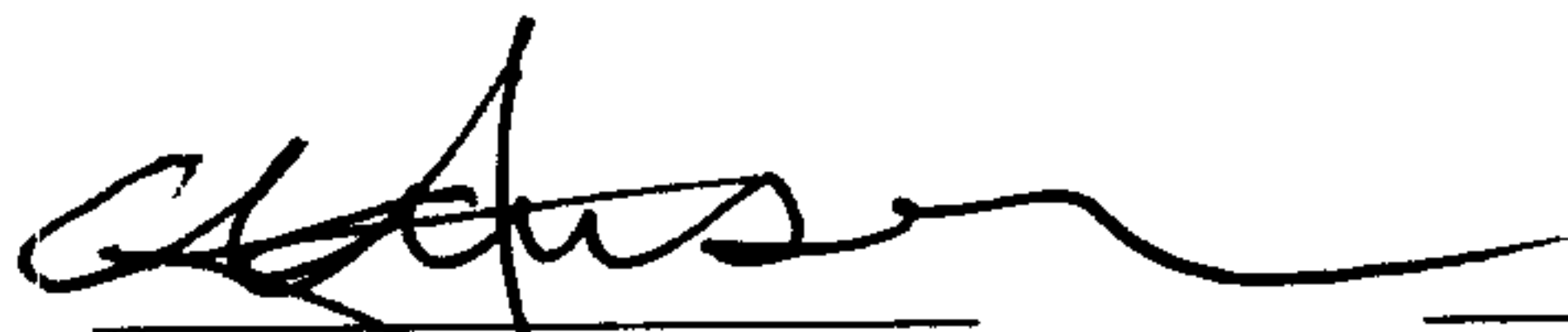
  
502 Palma Ceia Pt

  
505 Palma Ceia Pt

  
508 Palma Ceia Pt

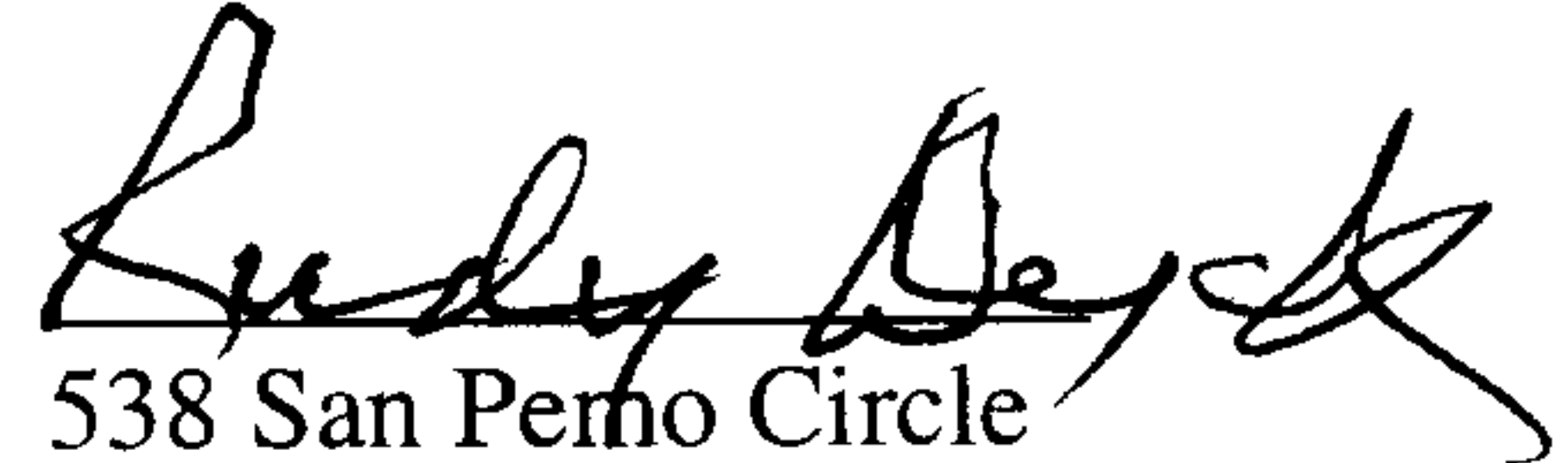
  
511 Palma Ceia Pt

  
514 Palma Ceia Pt

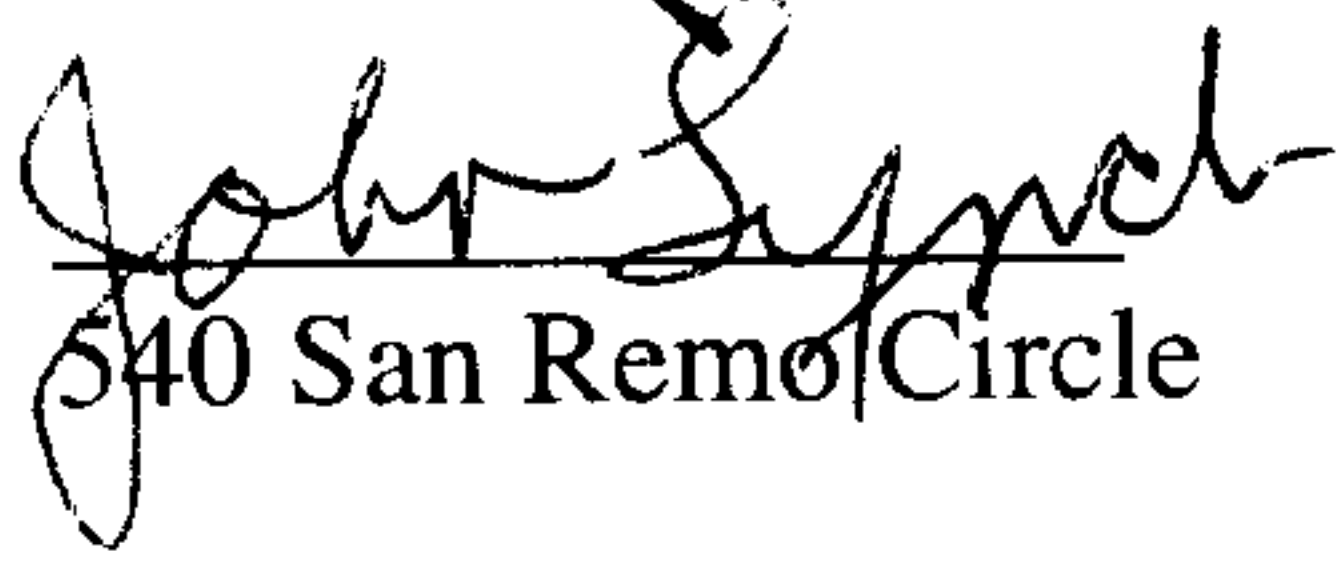


515 Palma Ceia Pt

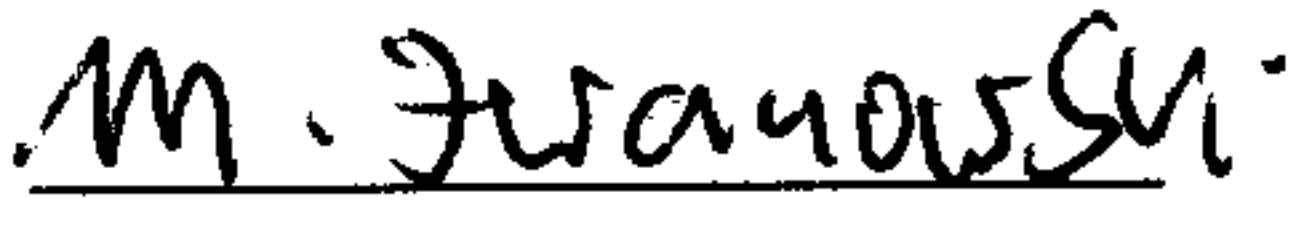
516 Palma Ceia Pt



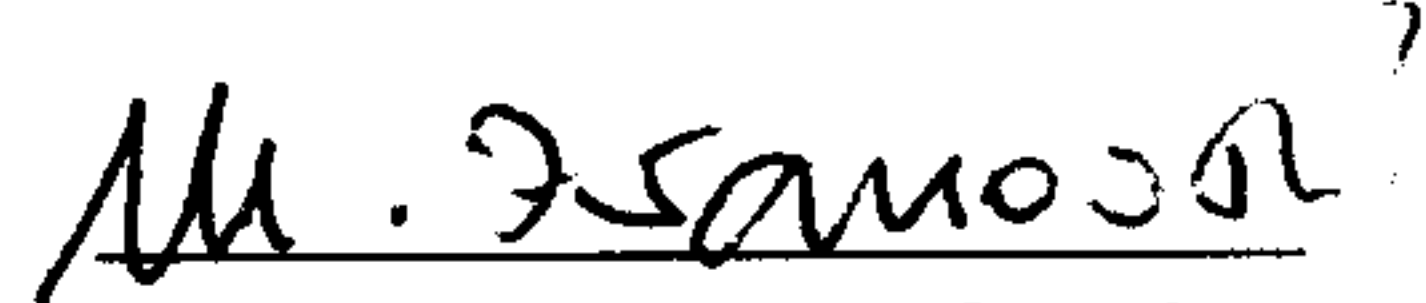
538 San Pemo Circle



540 San Remo Circle



542 San Remo Circle



544 San Remo Circle

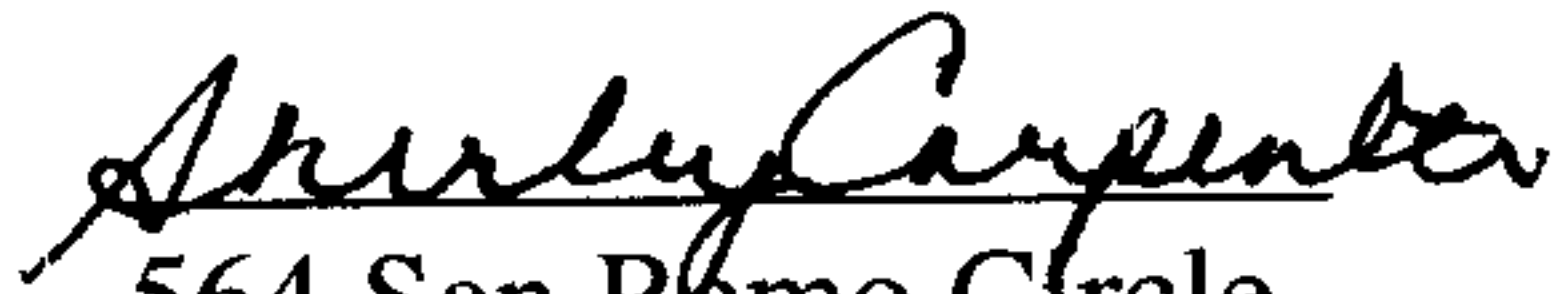


554 San Remo Circle

556 San Remo Circle



562 San Remo Circle



564 San Remo Circle



566 San Remo Circle

568 San Remo Circle



574 San Remo Circle

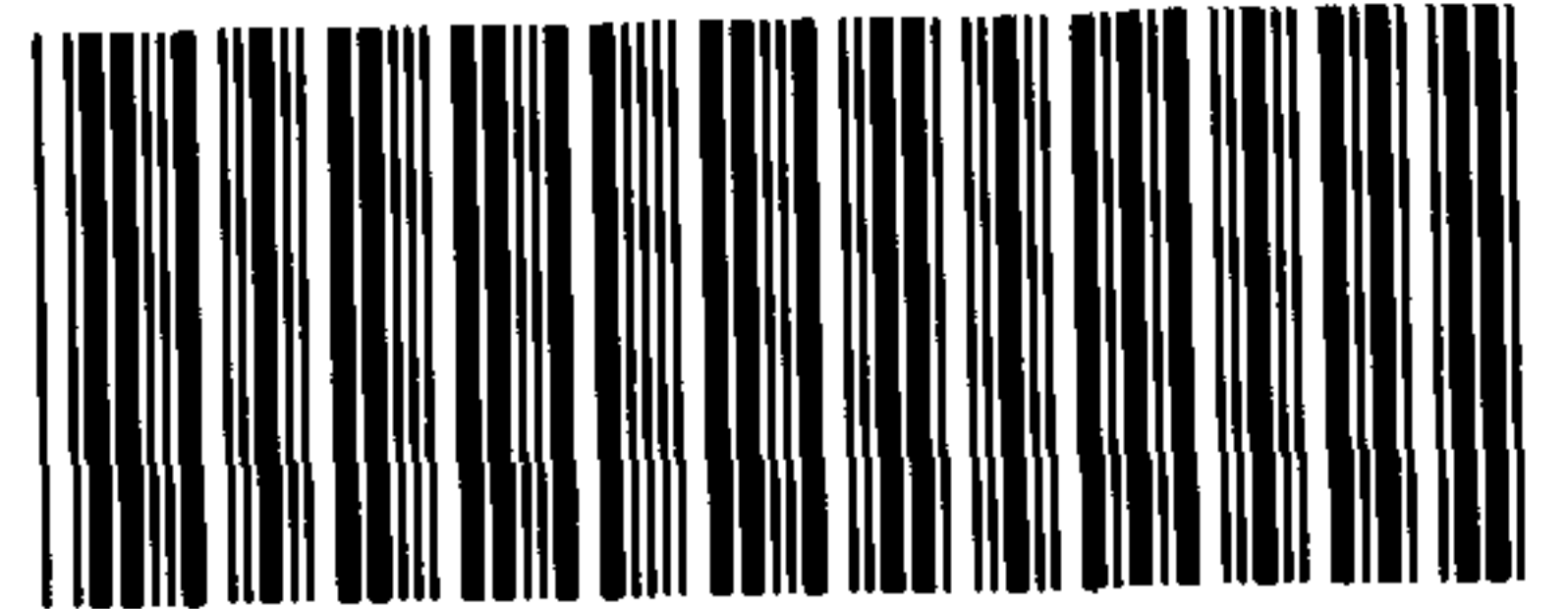


576 San Remo Circle



578 San Remo Circle

580 San Remo Circle



2006021424 3 PGS

Amendments To The

Declarations of Covenants, Conditions, and Restrictions  
of  
The Landings At Inverness

The original Declaration was recorded 19 June 1986 in book 704, pages 461-479. The Declaration was reinstated 13 December 2000 in book 1397, pages 2217-2230 and further amended 3 February 2005 in book 1812, pages 2413-2435. This Declaration provided that under Article VIII General Provisions, Section 4, Amendment. This Declaration may be amended at any time by an instrument signed by not less than sixty (60) percent of the building unit owners.

Whereas, there are currently (58) building units (including vacant lots) located within the Landings At Inverness necessitating the signatures of not less than (35) or 60% of the building unit owners (and vacant lot owners) to amend the Declaration.

The following Articles and Sections are being amended in the Declaration of Covenants, Conditions and Restrictions to be in compliance with recent circuit court rulings:

Article 1. Definitions. Section 3 is hereby amended to:

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, to the fee simple title of any Vacant Lot or Building Unit or a buyer under agreement for deed. Building Unit Owner and Vacant Lot Owner are considered one and the same.

Article III. Membership and Voting Rights. Section 2 is hereby amended to:

Section 2. Every owner shall be entitled to one vote. When more than one member holds an interest in any building unit or vacant lot, the vote for each building unit or vacant lot may be exercised as they determine, but in no event shall more than one vote be cast with respect to any building unit or vacant lot.

I, Charles W. Van Tine jr., President of the Landings At Inverness Homeowners Association, Inc., do hereby certify that the individuals who by their signatures approved the foregoing Amendments to the Declaration of Covenants, Conditions, and Restrictions of the Landings At Inverness and are as of 1 March 2006 building unit owners or vacant lot owners in the Landings At Inverness subdivision.

These amendments have been recorded in the Public Records of Citrus County, Florida to amend the Declarations of the Landings At Inverness on 22 March 2006.

Charles W. Van Tine jr.  
President, The Landings At Inverness

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$71.00  
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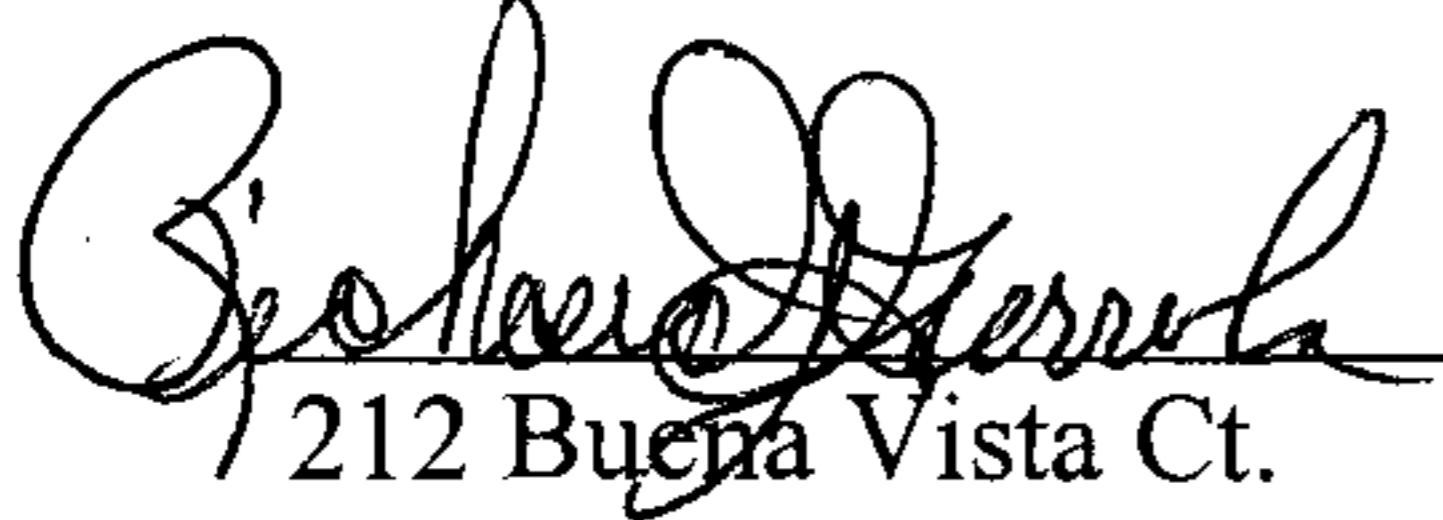


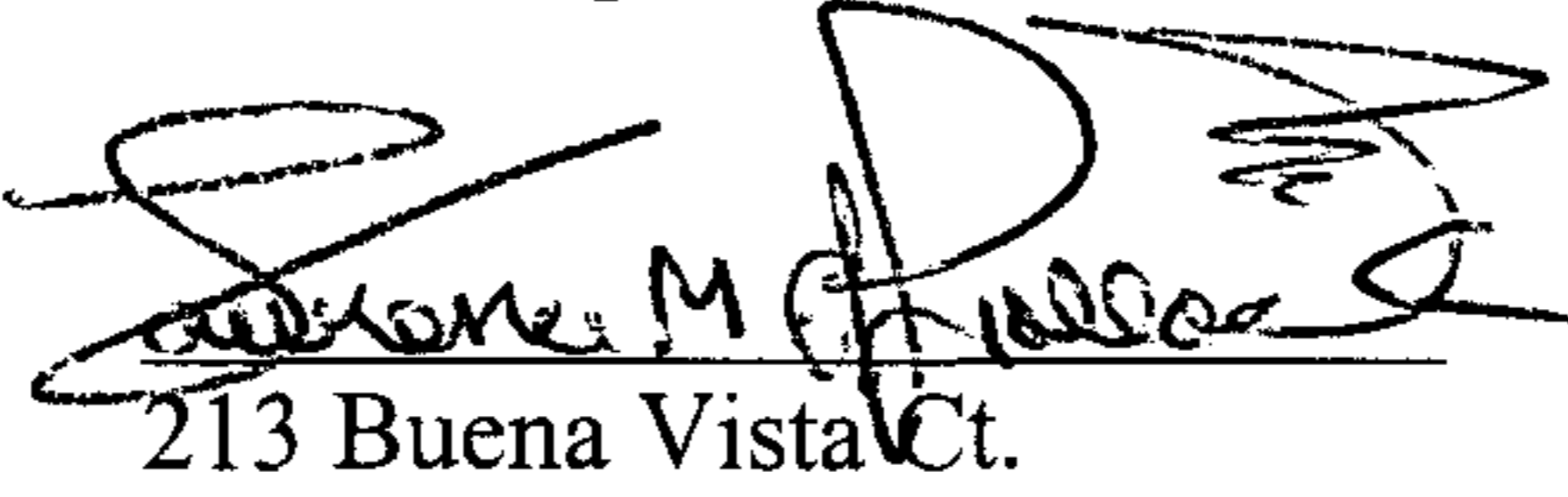
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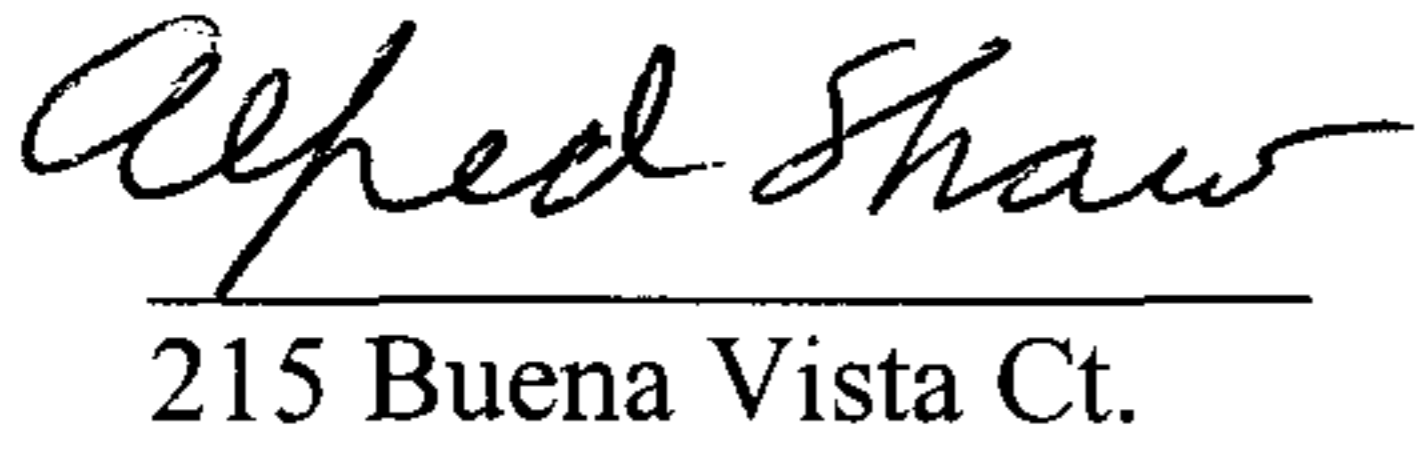
  
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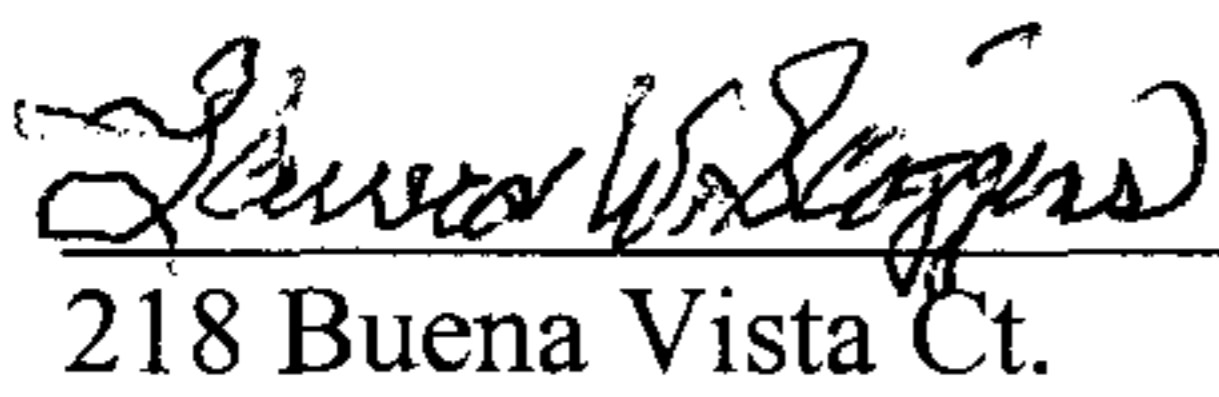
  
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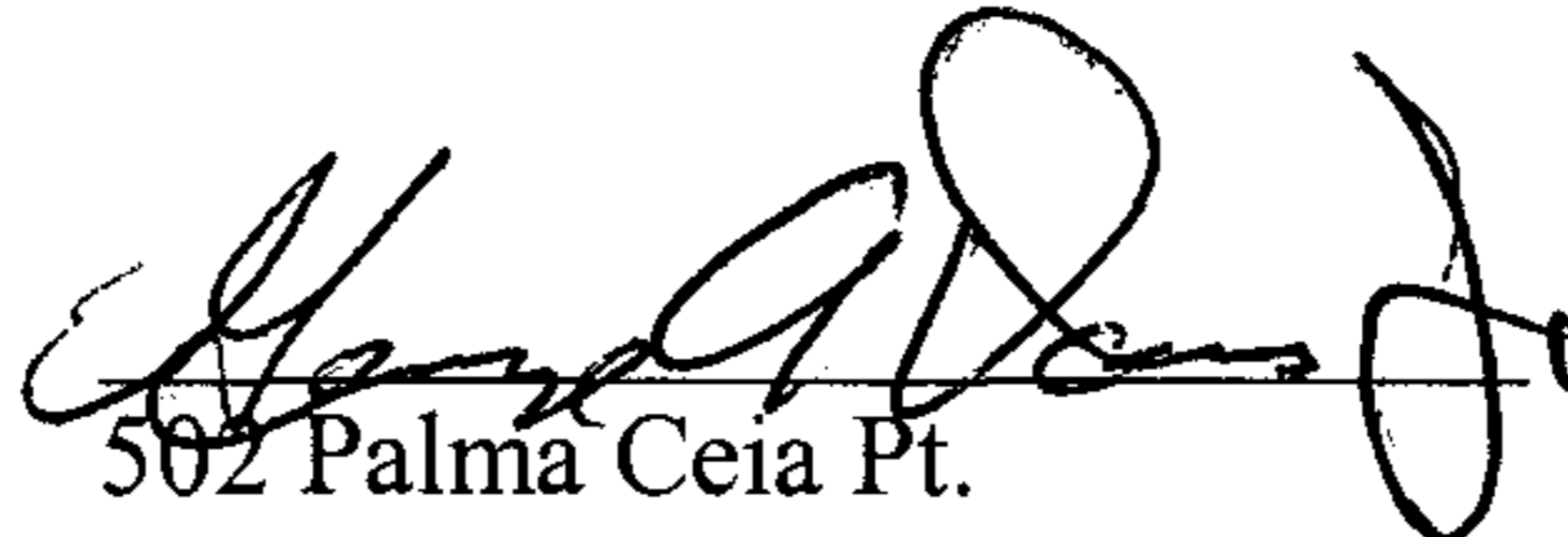
  
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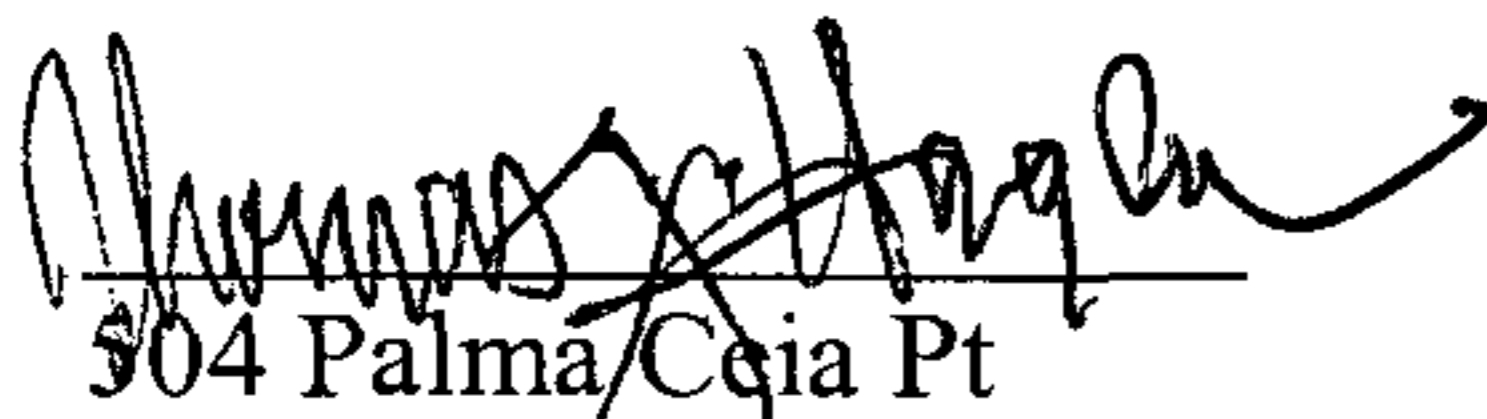
  
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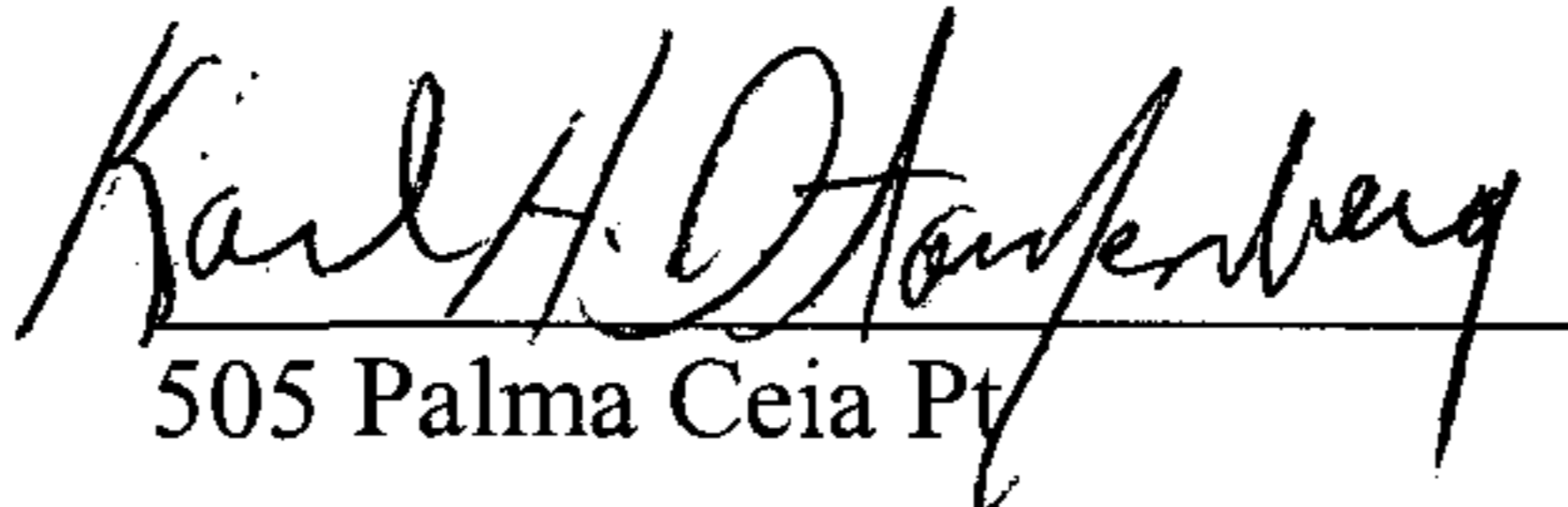
  
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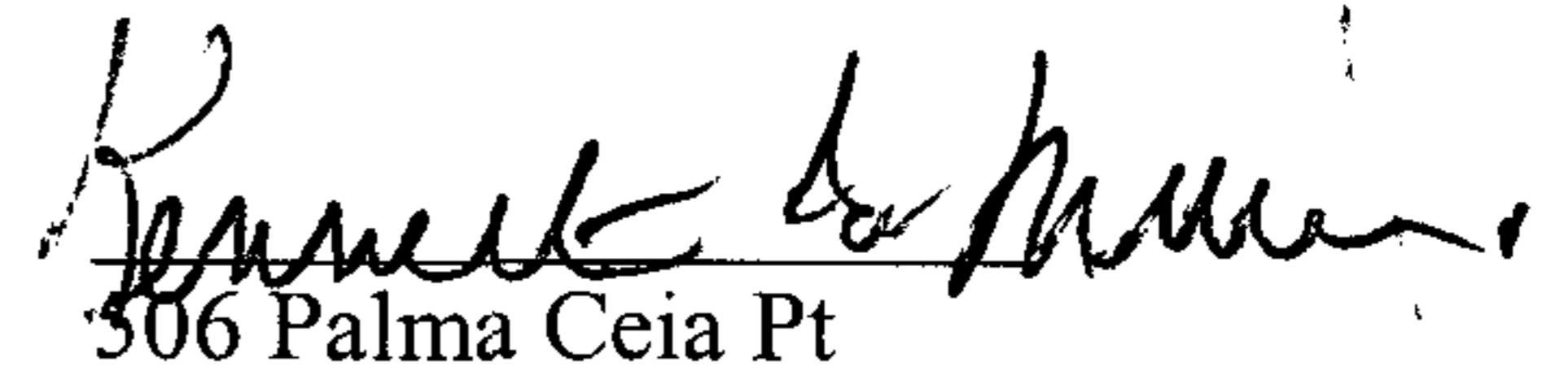
  
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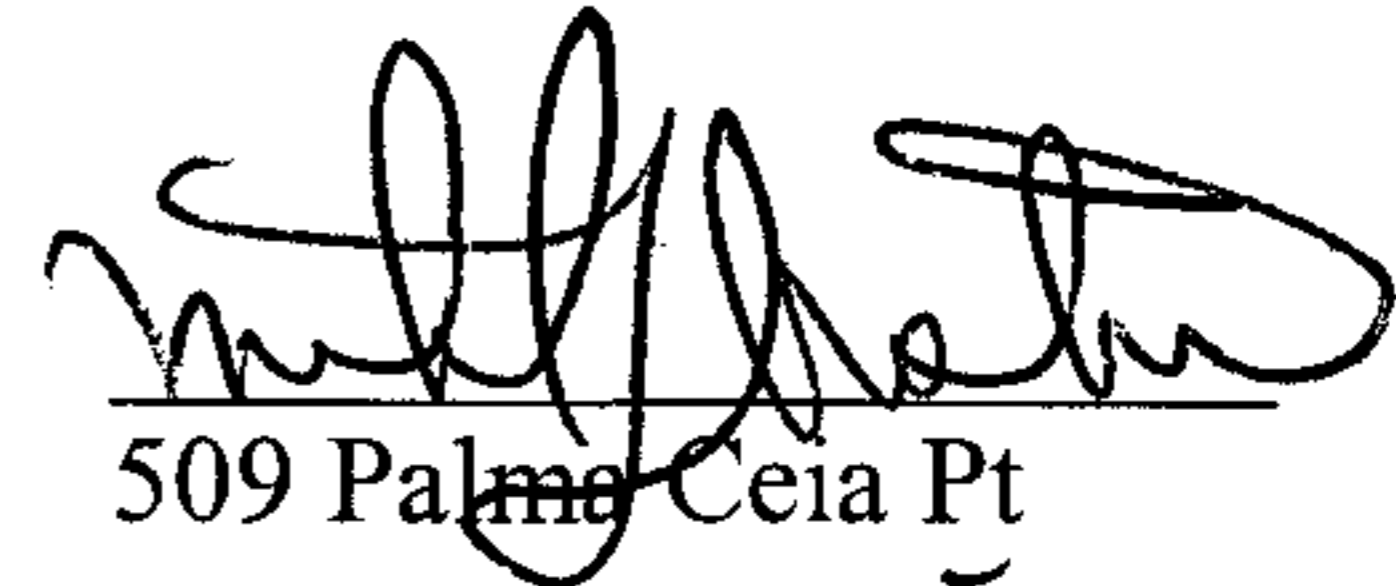
  
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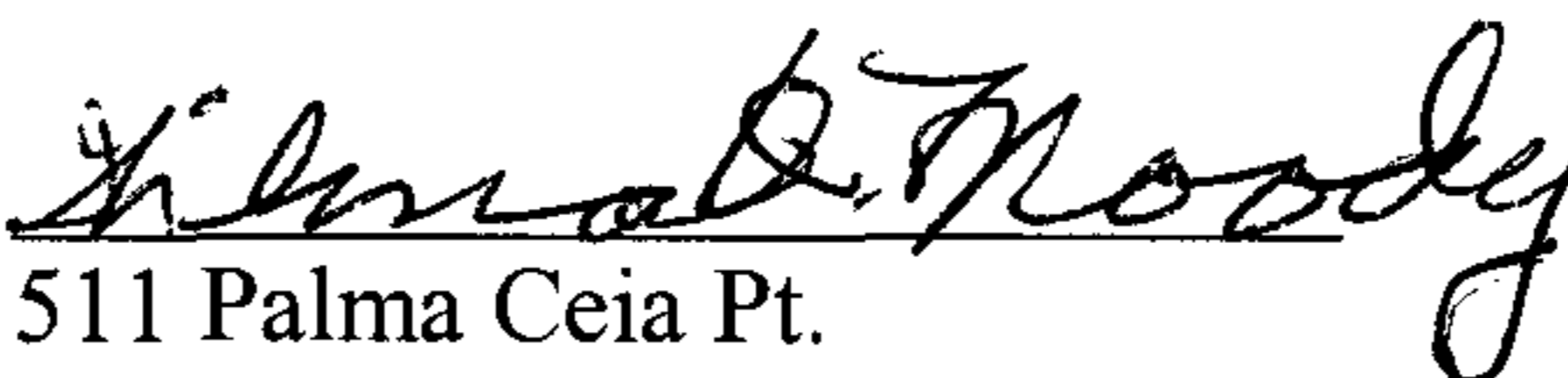
  
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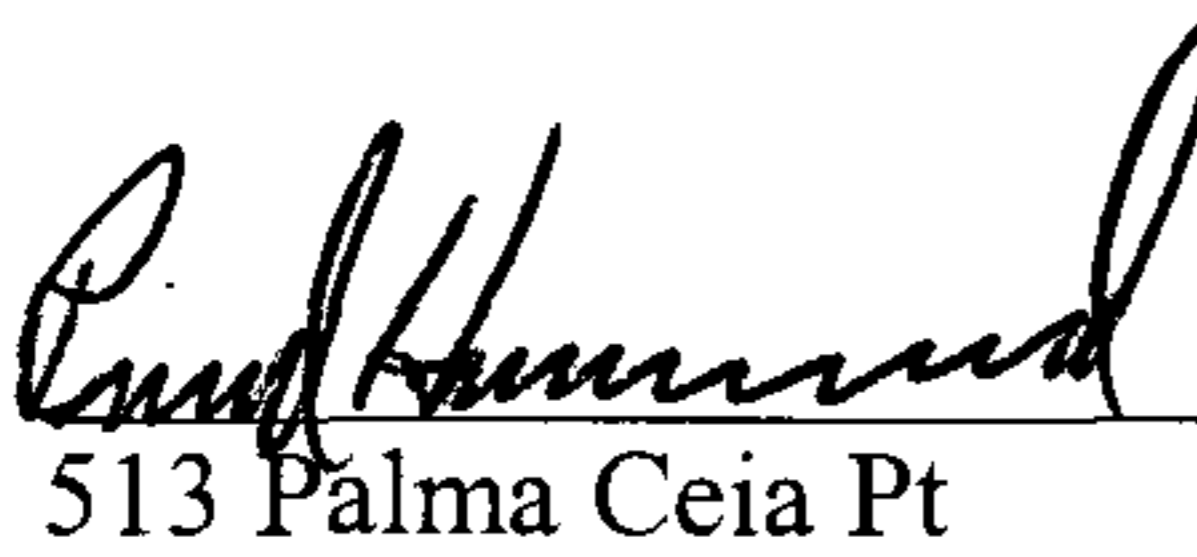
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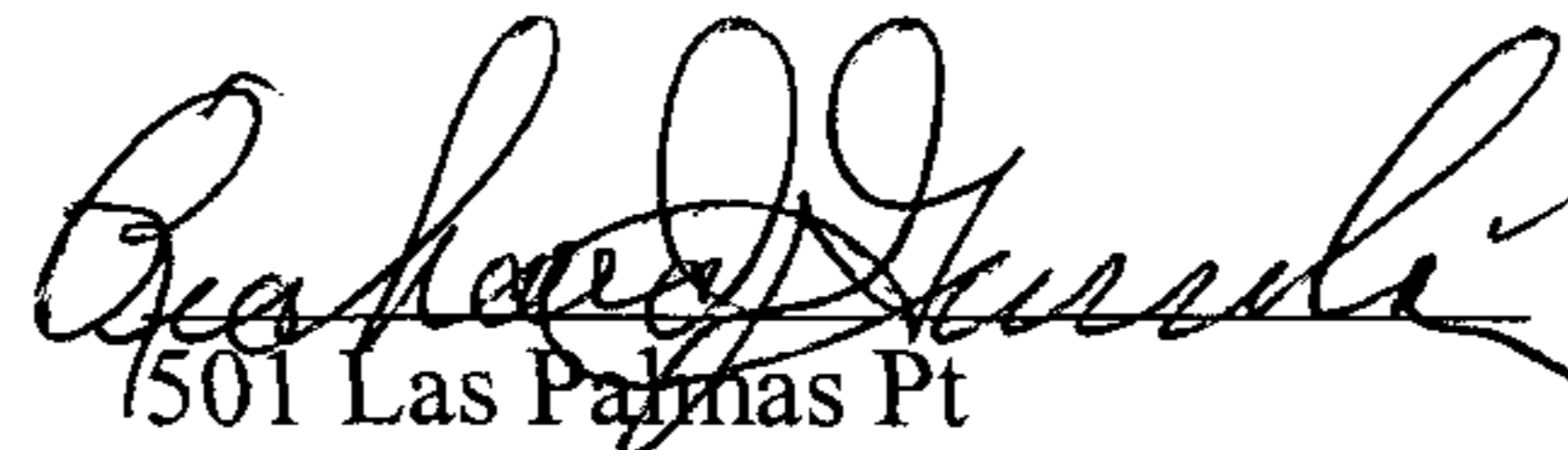
  
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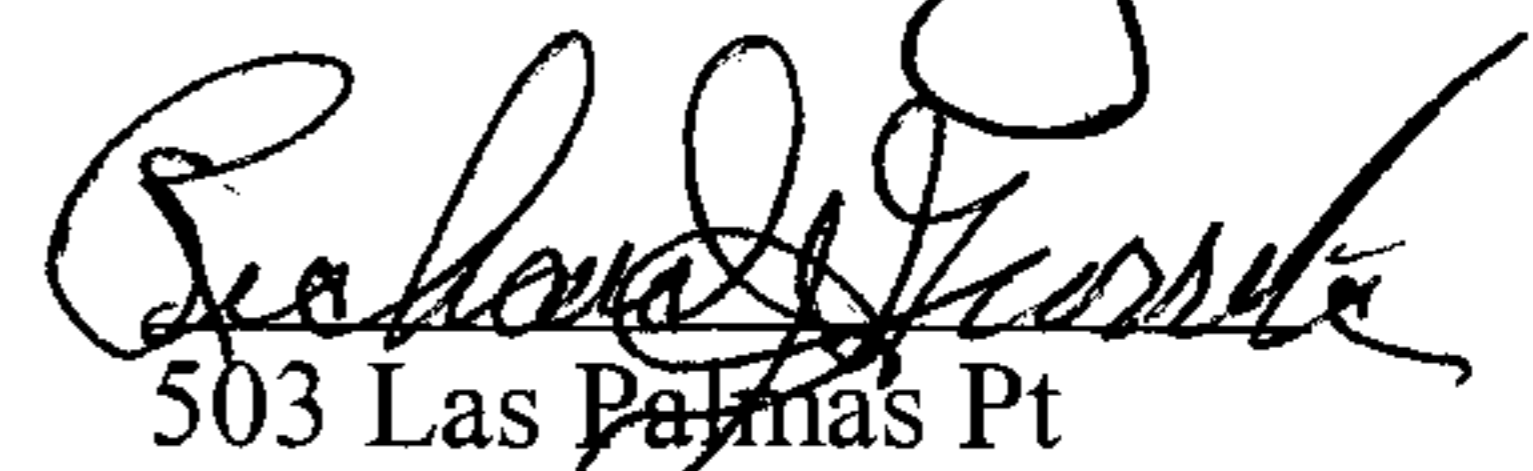
  
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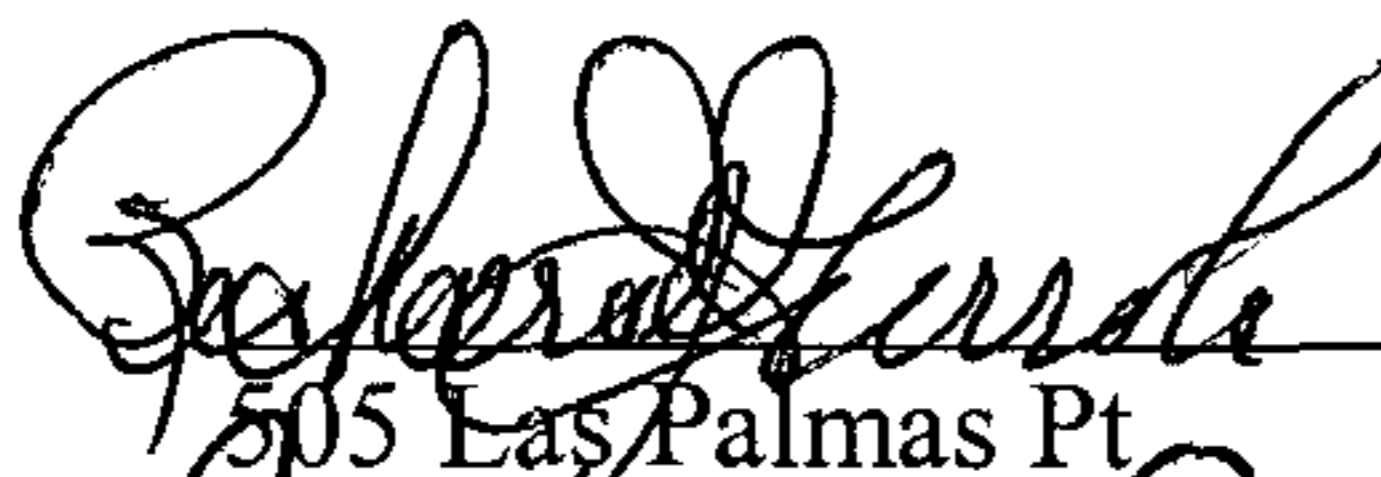
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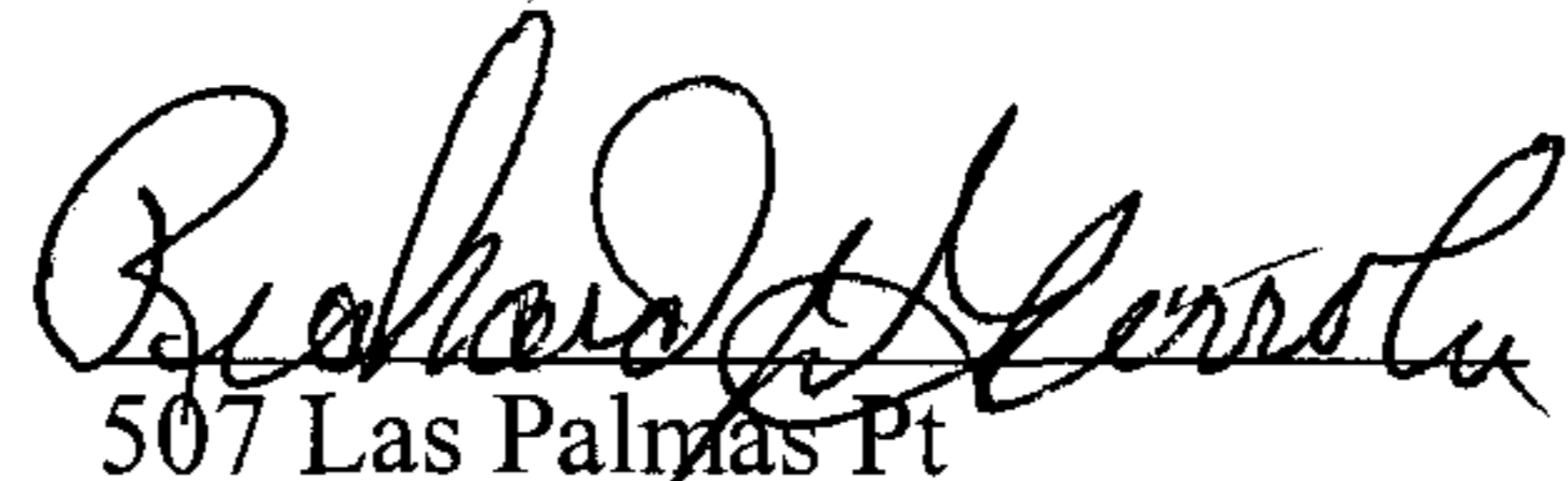
  
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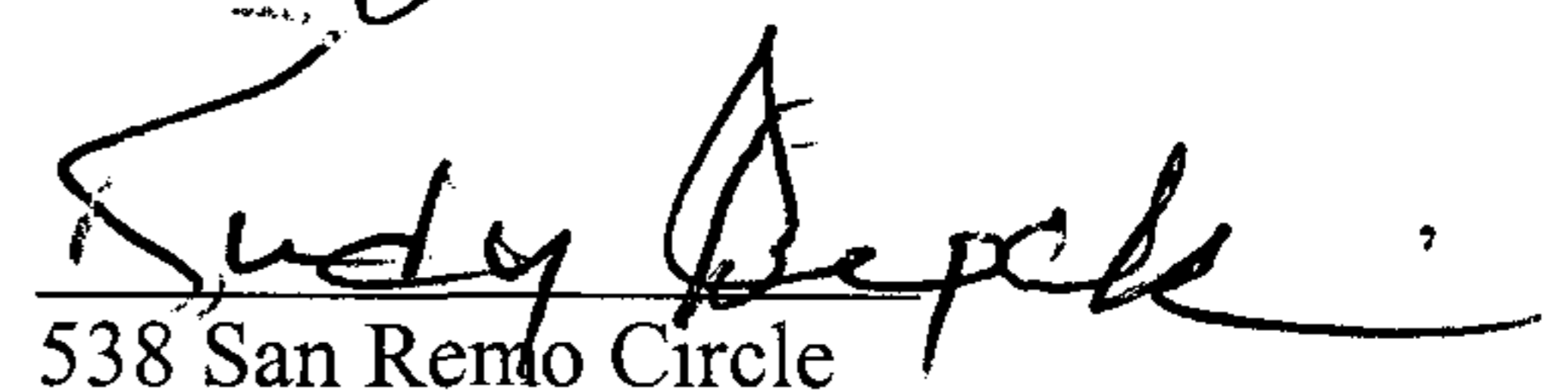
  
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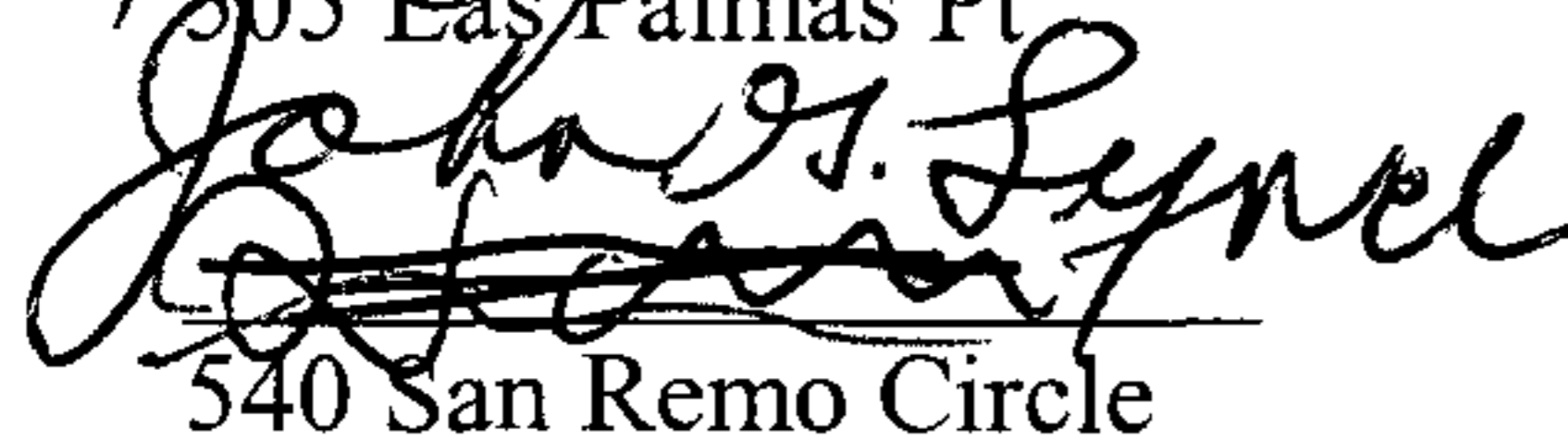
  
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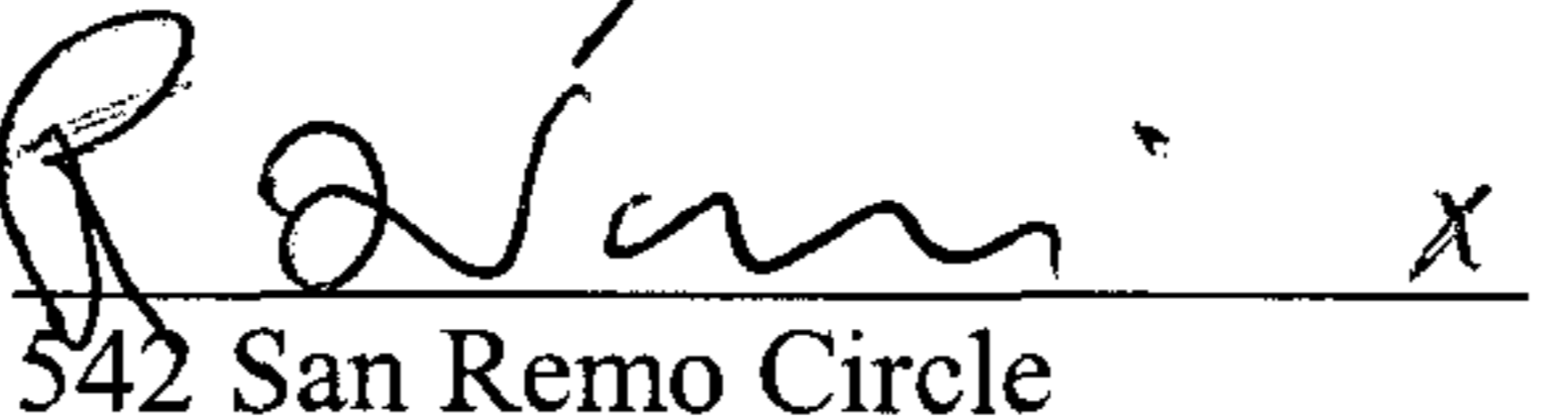
  
503 Las Palmas Pt

  
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538 San Remo Circle

  
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Richard Herrick  
558 San Remo Circle

Richard Herrick  
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S. Louis Carpenter  
566 San Remo Circle

Cheryl Bling  
568 San Remo Circle

Richard Herrick  
570 San Remo Circle

Richard Herrick  
572 San Remo Circle

Paul Vance  
574 San Remo Circle

Erwan Binger  
576 San Remo Circle

[Signature]  
578 San Remo Circle

A. Bruce Whitney  
580 San Remo Circle

Richard Herrick  
582 San Remo Circle

Richard Herrick  
584 San Remo Circle

Richard Herrick  
586 San Remo Circle

Richard Herrick  
588 San Remo Circle

State of Florida

County of Citrus

I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared.....  
Charles W. Van Tine Jr

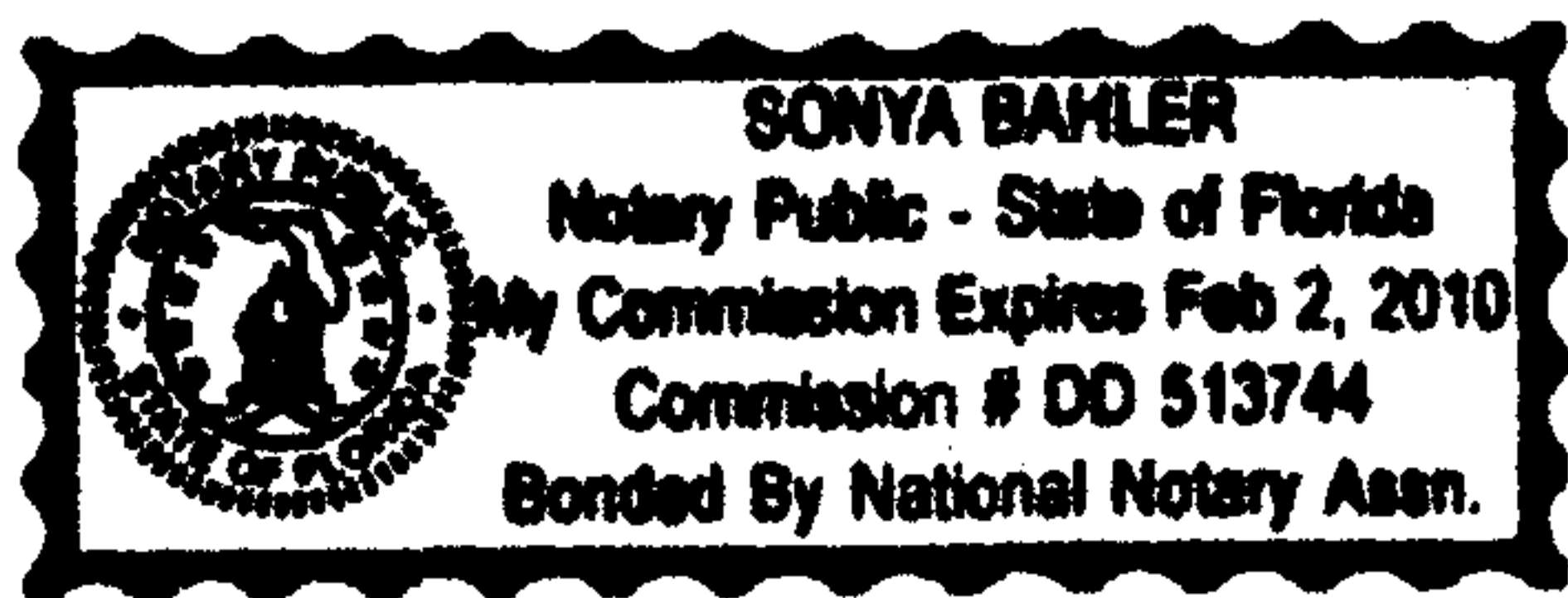
to me known to be the person..... described in and who executed the foregoing... Declaration  
(amended)....., and..... acknowledged before me that..... executed the same.

Witness my hand and official seal in the County and State last aforesaid this... 22nd  
day of... March....., A. D. 2006

Sonya Bahler

Notary Public,

My commission expires:.....



Recording: \_\_\_\_\_

Prepared by/record and return to:  
Lawrence C. Callaway, III, Esq.  
Klein & Klein, LLC  
333 N.W. 3<sup>rd</sup> Avenue  
Ocala, Florida 34475

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$18.50  
# 2011000884 BK: 2396 PG: 2367  
01/07/2011 10:36 AM 2 PGS  
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**CERTIFICATE REGARDING AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE LANDINGS AT INVERNESS**

**THE LANDINGS AT INVERNESS HOMEOWNERS' ASSOCIATION, INC.** (the "Association"), the Florida not-for-profit corporation designated as the homeowners' association for The Landings at Inverness (the "Community"), in that Declaration of Covenants, Conditions and Restrictions of the Landings at Inverness recorded June 19, 1986, in Official Records Book 704, Pages 461 through 479, of the Public Records of Citrus County, Florida; amended by Amendment recorded December 30, 1994, in Official Records Book 1063, Page 1344, of the Public Records of Citrus County, Florida; and amended and restated by the Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of The Landings at Inverness recorded December 13, 2000, in Official Records Book 1397, Page 2217, of the Public Records of Citrus County, Florida (collectively, the "Declaration"), hereby gives notice that the amendments to the Declaration recorded March 22, 2006, in Official Records Book 1986, Page 1801, of the Public Records of Citrus County, Florida, are null, void and of no effect, due to the failure to comply with Section 720.306(1)(c), *Florida Statutes*, at the time of their attempted adoption. This Certificate is executed and duly recorded by the Association in order to clarify the Public Record.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed by its duly authorized President and Secretary this 11<sup>th</sup> day of December, 2010.

Signed, sealed and delivered in our presence:

**THE LANDINGS AT INVERNESS  
HOMEOWNERS' ASSOCIATION,  
INC., a Florida not-for-profit corporation**

*Laura S. Jones*  
Print Name: LAURA S. JONES

*Barbara E. Kasica*  
Print Name: BARBARA E. KASICA

By: *Rob Bingle*  
Name: Rob Bingle  
Title: President

(CORPORATE SEAL)

*Thomas Hagen*  
Print Name: THOMAS HAGEN

Attest:

*Barbara E. Kasica*  
Print Name: BARBARA E. KASICA

By: *Kathleen Burrows*  
Name: KATHLEEN BURROWS  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2010, by Rob Binger, as President of **THE LANDINGS AT INVERNESS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation**, on behalf of the corporation.



**JENNIFER STAUFF**  
MY COMMISSION # DD 912730  
EXPIRES: August 2, 2013  
Bonded Thru Budget Notary Services

Jennifer Stauff  
Notary Public  
Name: Jennifer Stauff  
Personally Known:   
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: 8/2/13

STATE OF FLORIDA  
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2010, by Kathleen Burrows, as Secretary of **THE LANDINGS AT INVERNESS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation**, on behalf of the corporation.



**JENNIFER STAUFF**  
MY COMMISSION # DD 912730  
EXPIRES: August 2, 2013  
Bonded Thru Budget Notary Services

Jennifer Stauff  
Notary Public  
Name: Jennifer Stauff  
Personally Known:   
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: 8/2/13

FILED & RECORDED  
CITRUS COUNTY Florida  
BETTY STRIFLER, CLERK

1067468

VERIFIED BY:

 D.C.

**BYLAWS  
OF  
THE LANDINGS AT INVERNESS  
HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I. NAME AND LOCATION**

The name of the corporation is The Landings at Inverness Homeowners' Association, Inc., a not-for-profit Florida corporation. The principal office of the Association shall be located in Inverness, Citrus County, Florida, at a location designated from time to time by resolution of the Association's Board of Directors. The Board of Directors may also designate, by resolution, a Post Office address. Meetings of members and directors shall be held at a location within Citrus County, Florida.

**ARTICLE II. PURPOSE**

The purpose of the Association shall be to provide for the maintenance, preservation, and architectural control of the residences and common areas and to promote the recreation, health, safety, and welfare of the residents.

**ARTICLE III. DEFINITIONS**

**Section 1.** "Association" shall mean and refer to The Landings at Inverness Homeowners' Association, Inc., its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described as The Landings at Inverness, a subdivision according to the plat thereof recorded in Plat Book 13, pages 15-16, public records of Citrus County, Florida, and such additions as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in OR Book 704, pages 461-479, in the Office of the Clerk of the Circuit Court, Citrus County, Florida.

**Section 4.** "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 6.** A "Homeowner" or "Voting Interest" shall mean and refer to any person, persons, or entity named as the record owner or owners of legal title to a particular dwelling or unit within the Properties, but excluding those having such interest merely as security for the performance of an obligation. A Homeowner or Voting Interest shall be authorized to cast a single vote, in person or by proxy, at any meeting of the Members. A Homeowner or Voting Interest with title to more than one dwelling or unit shall be authorized to cast a single vote for each dwelling owned.

**Section 7.** "Member" shall mean and refer to every owner, whether one or more persons, of a dwelling and lot subject to assessments. When more than one person holds an interest in any dwelling and lot, all such persons shall be Members of the Association. The vote for that dwelling shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any dwelling and lot. Thus,

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DONALD HADLOCK  
209 BUENA VISTA CT  
INVERNESS FL 34450

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for example, while a particular dwelling may have more than one member of the Association, in no case will any dwelling have more than a single "Voting Interest."

#### ARTICLE IV. MEETINGS OF MEMBERS

**Section 1. Annual Meeting.** The Annual Meeting of the members shall be held on the second Saturday in March of each year, at an hour and location designated customarily, but not necessarily, by the Board of Directors. Notice of the Annual Meeting need not include an agenda, and the members may transact any and all proper business of the Association. The election of directors must be held at, or in conjunction with, the Annual Meeting. Should the second Saturday in March fall upon a legal holiday, the Annual Meeting shall be held on the following Saturday. Only when a natural disaster makes it impossible to hold the Annual Meeting shall the Board have authority to set an alternative date, time, and place for the Meeting; but any postponement shall not exceed thirty (30) days.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the Board of Directors, or by the members upon written request of one-fourth ( $\frac{1}{4}$ ) of the voting interests of the Association. Business conducted at a special meeting is limited to the purpose(s) specified in the notice of meeting.

**Section 3. Notice of Meetings.** Notice of the Annual Meeting of the members shall be mailed by the Secretary to the members at least forty-five (45) days before the meeting. Notice of Special Meetings of the members shall be mailed by the Secretary, or by the persons calling the meeting, to the members at least fifteen (15) days before the meeting. Should the Secretary not mail notice of a regular or special meeting, any member may, within five (5) days, do so in his or her stead, and that notice shall be deemed proper and sufficient for purposes of meeting. All notices will be addressed to the member's address last appearing on the books of the Association or supplied by a member to the Association for the purpose of notice. Notices shall state the date, time, and place of meeting, and, in the case of special meetings, the purpose(s) of the meeting.

**Section 4. Quorum.** Thirty (30) per cent of the voting interests of the Association present in person or by proxy shall constitute a quorum at any meeting of the members (except in the cases of special assessments and consideration of the Association's annual budget, for which a *majority* of the voting interests is required to constitute a quorum). In the absence of a quorum, the homeowners shall have the power to adjourn and reschedule the meeting. Notice of adjournment and rescheduling of a meeting shall be posted no fewer than 48 hours prior to the time set for reconvening the meeting.

**Section 5. Proxies.** At all meetings of the members, each voting interest may vote in person or by proxy. All proxies shall be executed in writing and filed with the Secretary at the commencement of the meeting at which their use is assigned, and all proxies shall be revocable. All proxies expire at the conclusion of the meeting for which they were given; however, unless revoked by the proxy giver, proxies shall be valid for all postponements and adjournments of the meeting for which they were given. If more than one proxy claims to represent a voting interest, both or all of those proxies shall be considered spoiled and shall be excluded.

#### ARTICLE V. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number.** The affairs of the Association shall be managed by a Board of at least five (5) directors, all of whom must be members of the Association.

**Section 2. Term of Office.** All directors shall be elected for a two-year term, which shall begin and end at the conclusion of the meeting at which elections are held. At the 1999 Annual Meeting the

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members shall elect three directors; at the 2000 Annual Meeting the members shall elect two directors; thereafter, in odd-numbered years the members shall elect three directors and in even-numbered years the members shall elect two directors.

**Section 3. Removal.** Any director may be removed from the Board by a majority of the voting interests of the Association. If removal is effected at a meeting, the members shall, by secret ballot at the same meeting, elect a member to serve out the remainder of the term of the director he or she replaces. Any vacancy occurring by reason of death or resignation may be filled by a majority vote of the remaining directors, in which case the director filling the vacancy shall serve until the next annual meeting, when the voting interests shall elect a director to complete any remaining portion of the term.

**Section 4. Compensation.** No director shall receive compensation for any service he or she may render to the Association or its members. However, any director shall be reimbursed for actual expenses incurred in the performance of Association responsibilities and duties upon submission of receipts.

#### ARTICLE VI. NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** At the Annual Meeting, members shall elect a Nominating Committee consisting of three members, none of whom shall be a director or a member of a director's household. The Committee shall serve until the election of a new committee at the following Annual Meeting. (See also Article IX, Section 2.)

**Section 2. Elections.** Directors shall be elected by ballot cast at the Annual Meeting of the Members. The slate of candidates for election to the Board shall include those nominated by the Nominations Committee and any members nominated from the floor. Ballots shall not be distributed prior to the meeting. A voting interest who is unable to attend the Annual Meeting may, however, vote by a duly executed proxy assigned to a homeowner of his or her choice. Candidates receiving a plurality of the votes cast in the election shall be deemed elected. When a tie vote renders the election of directors unclear or uncertain, a run-off vote will immediately be held by secret, written ballot.

#### ARTICLE VII. MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly, on the last Tuesday in January, April, July, and October, at a time and place determined by the President or the Board. Notices listing the most important items to be addressed at the meeting shall be posted on the Association's bulletin board at least three (3) days in advance of the meeting. Minutes shall be recorded for all Board meetings by the Secretary or a secretary *pro tem*. All meetings of the Board shall be open to all members of the Association, and members shall have the right to speak prior to voting on any matter that comes before the Board. Directors may not vote by secret ballot, and each director's vote on each issue shall be recorded by name in the minutes of the meeting.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President or by any two Directors after not less than three (3) days' written posted notice to each director and to the members of the Association. Requirements for special meetings of the Board are otherwise the same as for regular meetings.

**Section 3. Emergency Meetings; Action without a Meeting.** Having (a) posted a notice of intent and (b) obtained the signatures of all directors on a written resolution describing the action to be undertaken, the Board shall be authorized to take an action in the absence of a meeting which they could take at a meeting. The resolution authorizing the action shall be available upon request to any member of the Association. Any action so authorized shall have the same effect as though taken at a regular or special

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meeting of the directors. In addition, in the event of a natural disaster, a Board of Directors may take action on behalf of the Association without a meeting.

**Section 4. Unauthorized Meetings.** No other form of meeting of directors—in person, by fax, by telephone, or any other means not contemplated in Sections 1, 2, and 3 of this article—shall constitute a duly convened or proper meeting of the Board of Directors. Action taken at any such meeting shall have no status or force whatever in the conduct of the affairs of the Association.

**Section 5. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every action taken or decision made by a majority vote of the directors present at a duly held meeting for which there is a quorum shall be regarded as an act of the Board and shall be recorded in the minutes.

#### ARTICLE VIII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors, being vested with the management of the affairs of the Association and having a fiduciary relationship with the members, shall have power to

- (a) exercise for the Association all the powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration;
- (b) adopt and publish rules and regulations governing the use of the Common Areas and facilities;
- (c) suspend the voting rights of any homeowner during any period in which such homeowner shall be delinquent in excess of ninety (90) days in payment of any assessment levied by the Association; and
- (d) after appropriate notice and hearing, suspend the right of any member, tenant, guest, or invitee to use of common areas and facilities for a period not to exceed sixty (60) days for infractions of published rules and regulations. The directors may also, in severe instances, levy fines, as per Florida statutes, section 617.305, paragraph (2).

**Section 2. Duties.** The directors have a responsibility to carry out the purposes of the Association. The duties of the Board of Directors shall include

- (a) keeping a complete record of all its acts and corporate affairs. This record shall be available from the Secretary at the request of any member of the Association within five (5) days;
- (b) supervising all officers, agents, and employees of the Association and seeing that their duties are properly performed;
- (c) if appropriate, fixing the amount of the annual assessment against dwellings after the annual budget has been approved by vote of the homeowners, but not without at least ten (10) days' written notice to the members;
- (d) foreclosing the lien against any property for which assessments are not paid within ninety (90) days after due date or bring an action at law against the owner or owners personally obligated to pay the same;
- (e) issuing, or causing to issue, upon demand by any person, a certificate setting forth whether or not assessments have been paid. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment;
- (f) procuring and maintaining adequate liability and hazard insurance on property owned by the Association;



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- (g) ensuring that all Association employees is licensed and insured; and
- (h) causing the Common Areas to be maintained.

#### ARTICLE IX. OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of the Association shall be a President and a Vice-President, both of whom shall be duly elected members of the Board; a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held by the same person. No other member of a director's household may serve as an officer.

**Section 2. Election of Officers.** Officers shall be elected by nomination and a majority vote of the Directors at a duly convened meeting of the Board of Directors.

**Section 3. Term.** The officers of the Association shall hold office for two (2) years unless he or she shall sooner resign, be removed, or otherwise become unable to serve.

**Section 4. Removal of Officers.** An officer may be removed from office by a majority vote of the Board at a duly convened meeting of the Board. If and when an officer is removed by vote of the Board, he or she shall be notified in writing and shall, within seventy-two (72) hours of receiving notification of removal, give over to another officer all documents, materials, and equipment that belongs to the Association.

**Section 5. Vacancies.** When a vacancy occurs by expiration of an officer's term, an election shall be held at the first meeting of the Board following the Annual Meeting of the Members. When a vacancy occurs by resignation, removal, or incapacity of an officer, the Board shall by majority vote elect a member to serve out the remainder of the term of the officer he or she replaces.

**Section 6. Compensation.** No officer shall receive compensation for any service he or she may render to the Association or its members. However, any officer shall be reimbursed for actual expenses incurred in the performance of Association responsibilities and duties.

**Section 7. Duties.** The officers have a fiduciary responsibility to serve the needs, interests, and objectives of the members and the Association. The duties of the officers are as follows:

**President:** The President shall preside at all meetings of the Board of Directors; shall see that all orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, easements, and other written instruments; and shall co-sign all checks and promissory notes.

**Vice-President:** The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

**Secretary:** The Secretary shall

- record the votes and keep in writing the minutes of all meetings and proceedings of the Board and of members; within fifteen (15) days after any regular or special Board or members' meeting, mail, post, or cause to be delivered to all homeowners copies of minutes of meetings, together with copies of any and all financial reports as are presented to the Board;
- post or publish notice of all meetings of the Board and of the members; in consultation with the president, prepare agendas for all board and members' meetings;
- keep appropriate current records showing the members of the Association together with their addresses; be the custodian of all Association documents and books (with the exception of financial records and accounts);

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- keep the corporate seal of the Association and affix it on all papers requiring said seal; and
- perform such other duties as may be required by the Association.

When the Secretary is unavailable, the Board or the members shall appoint a secretary *pro tem* to record the minutes at a meeting.

**Treasurer:** The Treasurer is the custodian of the Association's financial records and accounts. The Treasurer shall

- receive and deposit in appropriate financial accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors;
- co-sign all checks and promissory notes of the Association;
- keep proper books of account;
- at the completion of each financial year, make available to the Standing Advisory Finance Committee all books and records required for an annual internal or external audit of the Association's books; and
- with the assistance and advice of the Standing Advisory Finance Committee, prudently invest all Association funds, prepare an annual budget and a statement of income and expenditures, and deliver a copy to each of the members not more than thirty (30) days after the end of the fiscal year.

The Treasurer's annual report to the members will identify the names of institutions and accounts (including account numbers, renewal dates, and percent interest being earned) in which Association monies are deposited and invested. The report will also include notice of all liens or delinquent members.

In addition, the Treasurer shall at each regular meeting of the Board present a written Treasurer's Report summarizing the Association's current financial status.

#### ARTICLE X. COMMITTEES

Committees report to the Board and to the members at regular and, when appropriate, special meetings.

**Section 1. Architectural Control Committee.** As provided in the Declaration.

**Section 2. Nominating Committee.** (See also Article V, Section 1.) The purpose of the Nominating Committee is to put together a slate of candidates for the position of director. At its first meeting, the Nominating Committee shall select a person to serve as chair. At least forty-five (45) days before the Annual Meeting, the Nominating Committee shall post a public notice which (a) specifies the date of the Annual Meeting; (b) names of directors whose terms are expiring; (c) advises that any member of the Association may qualify by providing written notice to the Committee of his or her intent to stand for election to the Board; and (d) specifies a closing date for nominations that precedes by at least ten (10) days the date of the Annual Meeting. On the closing date the Committee shall (a) post a public notice listing the names of candidates for election to the Board, and (b) certify, in writing, the list of candidates to the Secretary for preparation of the ballot.

**Section 3. Standing Financial Advisory Committee.** The members of the Association shall, at each Annual Meeting, nominate and elect a Standing Advisory Finance Committee of no more than three members, none of whom shall be a director or an officer of the Association. At their first meeting, the committee shall select a chair. The mandate of the Standing Advisory Finance Committee shall be to (a) review, with the Treasurer, the quarterly financial statements, (b) assist the Treasurer in preparing the annual budget, (c) cause an annual internal or external audit of the Association's books, the results of

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which the Committee shall report to the members at the Annual Meeting; (d) assist and advise the Treasurer in managing the Association's operating and reserve Accounts, and (e) monitor and advise the Treasurer in managing the Association's investment program.

**Section 4. Other Committees.** The Board of Directors or the members may, at duly convened meetings, appoint or elect other committees as deemed appropriate for carrying out the needs and purposes of the Association.

#### ARTICLE XI. BOOKS AND RECORDS

The official records of the Association shall be maintained by the Treasurer (custodian of financial records) and the Secretary (custodian of all other records) and must be open for inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) days after receipt of a written request. The Association shall maintain an adequate number of copies of the governing documents to ensure their availability to members and prospective members, and the Association may charge only the actual costs of reproducing and furnishing these documents.

#### ARTICLE XII. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment will bear interest from the date of delinquency at the rate of prime\* plus four (4) per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. Each owner contracts with the Association by his acceptance of a conveyance to his, her, or their unit, that unpaid assessment shall be a lien against the title to said unit. (\* "Prime" = prime rate of interest at date of assessment.)

#### ARTICLE XIII. AMENDMENTS TO THESE BYLAWS

**Section 1.** These bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of the members present in person or by proxy. Amendments to the bylaws shall require at least ten (10) days written and posted notice of motion to the members. The text of the amendment shall be included in the notice.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these bylaws, the Articles shall control. In the case of any conflict between the Declaration of Covenants, Conditions, and Restrictions and these bylaws, the Declaration shall control. In the case of any conflict between these bylaws and governmental statutes or regulations, governmental statutes and regulations shall prevail.

#### ARTICLE XIV. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year.

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The President is authorized to render the Association liable for a sum not to exceed \$600.00 during each fiscal year to pay for incidental and unanticipated needs of the Association without prior approval of the Board of Directors or the members. Such authorization, however, shall exclude legal expenses, which shall be expended only with the written authorization of at least two other Directors. Moreover, this authority shall not extend to any other director or officer of the Association.

In general, the rules of parliamentary procedure, as described in the most recent edition of *Robert's Rules of Order*, shall govern the Association except in cases where those rules and procedures are inconsistent with these bylaws or with special rules, procedures, and practices developed by the Association.

A violation, in spirit or in letter, of these bylaws or of the fiduciary responsibilities of the directors or officers shall be sufficient grounds for recall and removal from office.

Adopted by unanimous vote  
- 27-0 - at the March 20, 1999,  
Adjourned Annual Meeting of  
The Landings at Inverness Homeowners'  
Association, Inc.

*James F. [Signature]*

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State of Florida, County of Citrus

IN WITNESS HEREOF, we, the President and Secretary of The Landings at Inverness

Homeowners' Association, Inc., have hereunto set our hands this 16<sup>th</sup> day of

April, 1999. Donald H. Haddox  
President

James A. Reiter  
Secretary

\*\*\*

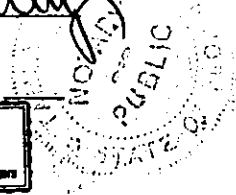
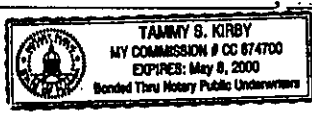
I HEREBY CERTIFY that Donald H. Haddox, President, and

James A. Reiter, Secretary, appeared before me, an officer duly authorized in the State and County aforesaid, and they acknowledged before me that they are the persons described in and who executed the foregoing instrument. who did take an oath and produced FLBLA H320-188-32-207 & FLBLA R360-441-36-161

WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day of April, 1999. Tammy Kirby  
Notary Public

My commission expires: \_\_\_\_\_

\*\*\*



I, THE UNDERSIGNED, do hereby certify

THAT I am the duly elected and acting Secretary of The Landings at Inverness Homeowners' Association, Inc., a not-for-profit Florida corporation, and

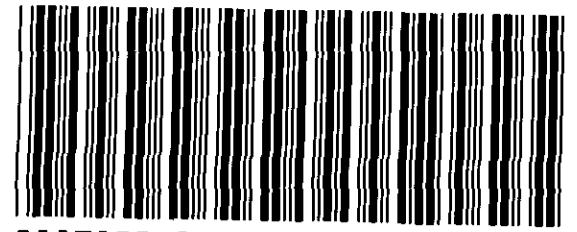
THAT the foregoing bylaws constitute the bylaws of said Association, as duly adopted at the Annual Meeting of the members of the Association, held on the

20<sup>th</sup> day of March, 1999

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of

said Association this 16<sup>th</sup> day of April, 1999.

James A. Reiter  
Secretary



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OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$69.50  
# 2007022480 BK:2115 PG:891  
04/13/2007 08:59 AM 9 PGS  
SBELDEN,DC Receipt #013135

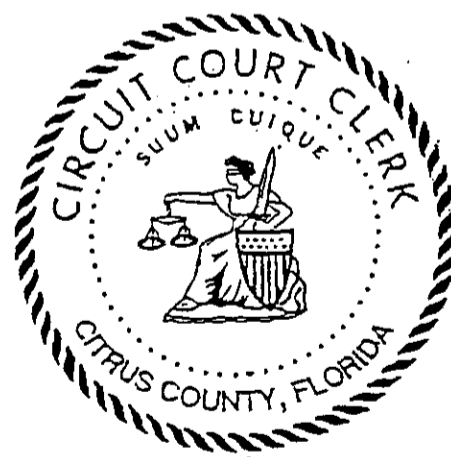
**Betty Strifler**  
**Clerk of the Circuit Court**  
**Citrus County Florida**

## **Document Leader Page**

The following document has been recorded in the Official Records of Citrus County, Florida.

This certificate has been added to your document in compliance with

Florida Statute 695.26(1)(e).



*This page has been recorded as a permanent part of your document.*

*Please do not remove.*

**BYLAWS ( DECLARATION OF COVENANTS ) OF**  
**THE LANDINGS AT INVERNESS SLIP OWNERS' ASSOCIATION, INC.,**  
**A NONPROFIT CORPORATION**

**ARTICLE I. NAME AND LOCATION AND PURPOSE**

The name of the corporation is THE LANDINGS AT INVERNESS SLIP OWNERS' ASSOCIATION, INC. The principal office of the corporation will be located in Inverness, Citrus County, Florida, at a location designated from time to time by the resolution of the Association's Board of Directors, but meetings of members and directors may be held at such place's within the State of Florida as may be designated by the board of directors. The purpose of the "Slip Association" is to construct and to maintain boat slips, collect fees, assessments, to assist slip owners' with the care and ownership of each slip, and to perform other assistance as deemed necessary by the membership.

**ARTICLE II. DEFINITIONS**

Section 1. "Slip Association" refers to THE LANDINGS AT INVERNESS SLIP OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Lot" refers to any plot of land shown in The Landings at Inverness subdivision plat book as recorded in the Public Records of Citrus County, Florida, with the exception of the common area.

Section 3. "Member" refers to the "Slip Owners" entitled to membership in the Landings Slip Owners Association as provided in these by-laws.

Section 4. "Owner" refers to the record owner, whether one or more persons or entities, of the fee simple title of any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation. In addition "Owner" must hold and be entitled to a restricted deed to a boat slip in the slip association.

Section 5. "Restricted Deed" refers to the restrictions of ownership of a slip to only the Slip Assoc. and/ or the owners of a lot or building unit in The Landings at Inverness Homeowners' Association Inc.

**ARTICLE III. MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of members will be held within one (1) month from the date of incorporation of the association and after which 90% of the boat slips have been sold, whichever first occurs, Subsequent annual meetings of members will be held on the same day of the same month of each year thereafter. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of three (3) members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of members will be given by, or at the direction of, the secretary or other person authorized to call the meeting, by U.S. Mail, E-mail, or telephonically or posted at the Landings Home Owners Mail Box area, when judged necessary. Said notice should be at least ten (10) days but not more than fifty (50) days before such meeting to each member entitled to vote there at. Such notice will specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by specific proxy, of members entitled to cast a majority of the votes of the membership will constitute a quorum for authorization of any action, except as may otherwise be provided in the Articles of Incorporation, or these bylaws. If a quorum is not present at any meeting, the members entitled to vote thereat will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Specific Proxies. At all meetings of members, each member may vote in person or by specific proxy. All proxies will be in writing and filed with the secretary. Proxies will be revocable, and the proxy of any owner will automatically terminate on conveyance by the owner of a slip/lot.

#### **ARTICLE IV. BOARD OF DIRECTORS** **TERM OF OFFICE; FIRST ELECTION; REMOVAL**

Section 1. Number. The affairs of the association will be managed by a board of three (3) directors, who will or need not be members of the association.

Section 2. Term of office. At the first annual meeting, the members will elect three directors for a term of one year. At each annual meeting thereafter, the members will elect three directors, who will assume the office of President, Vice President and Secretary/Treasurer for a term of one (1) year.

Section 3. Removal. Any director may be removed from the board, with or without cause, by majority vote of the members of the association. In the event of death, resignation, or removal of a director, a successor will be selected by the remaining members of the board and will serve for the unexpired term of the predecessor.

Section 4. Compensation. No director will receive compensation for any service rendered to the association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

#### **ARTICLE V. BOARD OF DIRECTORS--NOMINATION AND ELECTION**

Section 1. Nomination for election to the board of directors will be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee will consist of a chairman who will be a member of the board of directors, and two or more members of the association. The committee will be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting. The nominating committee will make as many nominations for election to the board of directors as it will in its discretion determine, but in no event will it nominate less than the number of vacancies to be filled. Any officer elected must be willing to allow his/her residence to serve as the Corporation's working office. This is done to have a central point for correspondence and to meet requirements of the State of Florida.

Section 2. Election. Election to the board of directors will be by secret written ballot. At such election the members or their proxies may cast, for each vacancy, as many votes as they are entitled to exercise under the provisions of these by-laws. Persons receiving the largest number of votes will be elected.

#### **ARTICLE VI. BOARD OF DIRECTORS--MEETINGS**

Section 1. Regular Meetings. Regular meetings of the board of directors will be held annually with notice to all owners, at such place and hour as may be fixed from time by resolution of the board. In the event the regular date for a meeting falls on a legal holiday, such meeting will be held at the same time on the next following day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the board of directors will be held when called by the president of the association, or by any two directors, after not less than three (3) days' notice to each



director and owner member.

Section 3. Quorum. A majority of the directors will constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present will constitute the act or decision of the board.

Section 4. All meetings of the Board shall be open to all owner members and owner shall have the right to address any issue prior to voting on an issue.

#### **ARTICLE VII. BOARD OF DIRECTORS--POWERS AND DUTIES**

Section 1. Powers. The board of directors will have power to:

(a) Adopt and publish rules and regulations governing the use of the boat slips and facilities including the personal conduct of the members and guests thereon; and to establish penalties for infractions of such rules and regulations;

(b) Suspend the voting rights and right to use of the boat slips of any member during any period in which such member is in default in the payment of any assessment levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) Exercise on behalf of the association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these bylaws;

Section 2. Duties. It will be the duty of the board of directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members annually, or at any special meeting at which such a statement is requested in writing by one-fourth (1/4) of the members entitled to vote thereat;

(b) Supervise all officers, agents, and employees of the association and see to it that their duties are properly performed;

(1) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(2) Foreclose the lien against any property/slip for which assessments are not paid within a reasonable time but at least within ninety (90) days after the due date, or bring an action at against the owner personally obligated to pay the same.

Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whenever any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid will constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates;

(e) Procure and maintain adequate liability and hazard insurance;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause boat slips to be maintained.

#### **ARTICLE VIII. OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of the association will be a president and vice president, who will at all times be members of the board of directors, and a secretary/treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers will take place at the first meeting of the board of directors following each annual meeting of members.

Section 3. Term. The officers of the association will be elected annually by the board. Each will hold office for term of one year unless he will sooner resign, or will be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs in the association may require, each of whom will hold office for such period, have such authority, and perform such duties as the board, from time to time, may determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation will take effect on the date of receipt of such notice or at any after time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy will serve for the unexpired term of the officer replaced.

Section 7. Multiple Offices. No person will simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president will preside at all meetings of the board of directors; will see that orders and resolutions of the board are carried out; will sign all leases, mortgages, deeds, and other instruments, and will cosign all checks and promissory notes.

(b) Vice-President. The vice-president will act in the place of the president in the event of the president's absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required by the board.

(c) Secretary/Treasurer. The secretary will record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the association and affix it to all papers so requiring; serve notice o meetings of the board and of members; keep appropriate current records showing the members of the association together with their addresses; and perform such other duties as may be required by the board of by law. The secretary/treasurer will act in the place of any other officer in the event of that officers absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required by the board. AND

as Treasurer will receive and deposit in appropriate bank accounts all funds of the association, and will disburse such funds as directed by resolution of the board of directors; will co-sign all checks and promissory notes of the association; will keep proper books of account; will cause an annual audit of the association books to be made by a certified public accountant or by members of the association as deemed appropriate by the membership at the completion of each fiscal year; and will prepare an annual budget and statement of income and expenditures, a copy of which documents will be delivered to each member, and a report on which will be given at the regular annual meeting of members.

## **ARTICLE IX, BUDGET AND ASSESSMENTS**

1. Each slip owner member must pay to the association annual and special assessments, which are secured by a continuing lien on the member's slip against which such assessments are made. Assessments not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of the lot/slip.

2. An annual operating budget will be reviewed and approved annually by not less than two-thirds (2/3) of those slip owners voting in person or by proxy.

3. Annual assessments to maintain the "Slips" are to be approved by the owners. The Board of Directors may fix the annual assessments not to exceed 20% above the previous year, unless the owners have approved the increase.

## **ARTICLE X. BOOKS AND RECORDS; INSPECTION**

The books, records and papers of the association will be subject to inspection by any member during ordinary business hours. The Declaration, Articles of Incorporation and Association Bylaws will be available for inspection by any member at the principal office of the association, where copies can be made available for sale at a reasonable price.

## **ARTICLE XI. CORPORATE SEAL**

The association will have a seal in circular form having within its circumference the words: The Landings at Inverness Slip Owners Association, Inc.

## **ARTICLE XII, FISCAL YEAR**

The fiscal year of the association will be the calendar year, except that the first fiscal period will begin on the date of incorporation and will end on December 31<sup>st</sup> of the year of incorporation.

## **ARTICLE XIII, AMENDMENTS**

These bylaws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy.

## **ARTICLE XIV. CONFLICTS**

In the case of any conflict between the articles of incorporation and these bylaws, the articles will control. However in case of the failure of the Landings at Inverness Slip Owner's Association to complete the construction of the dock the Membership Document of Understanding Dated March 1, 2007 shall prevail over all other documents.

## **ARTICLE XV, RE-PURCHASE**

In the event that a homeowner must separate the sale of the home and the slip, and the slip does not sell

within ninety (90) days from the closing date of the home, The Landings at Inverness Slip Owners' Association Inc. after approval of the membership, will re-purchase the slip at the original purchase price at the written request of the slip owner. In this event, all improvements or changes to the slip will be included and no compensation will be allowed. The slip must be in original condition, excepting for normal wear and tear.

**THE LANDINGS AT INVERNESS SLIP OWNER'S ASSOCIATION  
MEMBERSHIP DOCUMENT OF UNDERSTANDING  
MEETING DATE: MARCH 1, 2007**

We the undersigned do hereby sign this document as members of the slip owners' association. By signing below, we are accepting a draft of the Bylaws and Articles of Incorporation attached and initial by each member. This document further outlines the intent of the members and authorizes the elected board to commit funds for this project.

The cost to permit, construct, upgrade the dock and install 12 boat slips is estimated to cost \$36,000.

Each member will be obligated to a sum of \$3,000 (three thousand dollars) of which a \$1,500 (fifteen hundred dollars) non refundable deposit is due March 1, 2007, payable to Landings at Inverness Slip Owner's Association. The balance will be paid upon billing by the elected board. After receipt of the bill, each member will have 30 days to satisfy this obligation. Failure to pay the balance owed can result in forfeiture of the first \$1,500 which is considered non refundable, as it carries the risk of the dock permitting process and the commitment to complete the project. Failure to pay the balance owed can also result in the loss of the right to own a boat slip. This in no way prohibits the full membership from deciding to refund money not used on the project back to the members. It is understood that completion can take up to one year.

The project consists of the following:

1. Installing 12 boat slips/secure necessary permits	\$25,500
2. Seal and restore current Landings HOA dock	\$1,600
3. Canoe and Kayak rack	\$1,200
4. Water and Electric for facility	\$5,000 estimate
5. Damage and Liability insurance	\$1,000 estimate
6. Reserves	\$1,700 reserves for unforeseen expense
<b>Total</b>	<b>\$36,000</b>

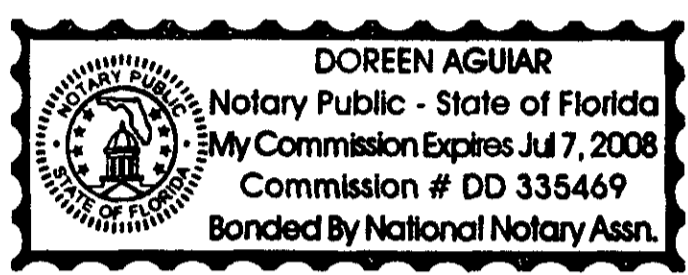
**Member Signatures**

212 2056	1. Hall Gill <u><i>[Signature]</i></u>	Amount Paid	1500	- hgill @ TampaBay, RR.com
341 2539	2. Frank Rossiter <u><i>[Signature]</i></u>	Amount Paid	1500	FR0519 @ yahoo.com
637 0441	3. Stan Puskarz <u><i>[Signature]</i></u>	Amount Paid	3000	SPUSKAR2 @ EarthLink.net
341-8420	4. Rob Bingler <u><i>[Signature]</i></u>	Amount Paid	1500	
3440632	5. Charles Van Tine <u><i>[Signature]</i></u>	Amount Paid	3000	
3440032	6. Lewis McClung <u><i>[Signature]</i></u>	Amount Paid	1500	lowjack @ peoplepc.com
341 4542	7. Mike Lester <u><i>[Signature]</i></u>	Amount Paid	1500	MVHome @
	8. Ron Hammond <u><i>[Signature]</i></u>	Amount Paid	1500	Rhammond3 @ TampaBay, RR.com
637-1926	9. George Davis <u><i>[Signature]</i></u>	Amount Paid	3000	
228 7940	10. Bob Bruce <u><i>[Signature]</i></u>	Amount Paid	1500	bobsal124 @ EarthLink.net
725 200 4014	11. Shelia Cowan <u><i>[Signature]</i></u>	Amount Paid	1500	SCOWEN1 @ AOL.com
341 4053	12. Barbara Malz <u><i>[Signature]</i></u>	Amount Paid	1500	Pol 1500 Brigidasanaja @ Yahoo.

State of Florida  
County of CITRUS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2007  
(date), by Stanley Puskar (name of officer or agent, title of officer or  
agent) of Inverness Slip Owners Association (name of corporation acknowledging), a  
FL (state or place of incorporation) corporation, on behalf of  
the corporation. He/she is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.

Doreen Aguiar (signature)  
(Name of Notary printed, typed or stamped)  
\_\_\_\_\_ (Title or Rank)  
\_\_\_\_\_ (Serial Number, if any)



**FIRST AMENDMENT TO THE BYLAWS (DECLARATION OF COVENANTS) OF THE LANDINGS AT INVERNESS SLIP OWNERS ASSOCIATION, a Florida-not-for-profit corporation**

**ARTICLE II DEFINITIONS**

Section 3. "Member" refers to the "Slip Lessee" entitled to membership in the Landings Slip Owners Association as provided in these By-laws.

Section 4. "Owner" refers to the record owner, whether one or more entities, of the fee simple title of any lot, which is a part of the subdivision, including contract seller, but excluding those holding title merely as security for the performance of an obligation. In addition "Owner" must hold and be entitled to a -lease of a boat slip in the Slip Association.

Section 5. (Deleted)

**ARTICLE VII BOARD OF DIRECTORS – POWERS AND DUTIES**

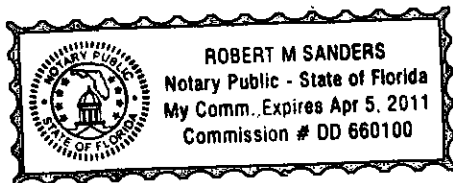
Section 3. Encumbrances. It is understood the Directors and Officers may not encumber any assets of the Slip Association without approval by a quorum vote of the Slip Owners' membership.

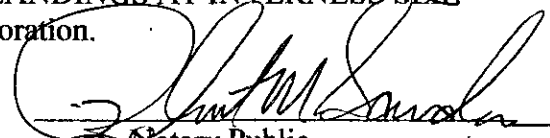
*Adopted by unanimous vote March 24, 2010 annual meeting of The Landings at Inverness Slip Owners Association, Inc.*

  
ROBERT CARLSON, PRESIDENT

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2010, by by ROBERT CARLSON as President of THE LANDINGS AT INVERNESS SLIP OWNERS ASSOCIATION, a Florida not-for-profit corporation.



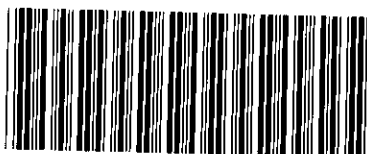
  
Notary Public  
Robert M. Sanders  
Print Name

Personally Known: \_\_\_\_\_

Produced Identification: Yes

Type: FL Driver's License

Commission Expires: Apr 5, 2011



2010021094 1 PG

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$10.00  
# 2010021094 BK:2354 PG:918  
05/11/2010 02:01 PM 1 PG  
JCLEMONS, DC Receipt #016431

Prepared by:  
Lawrence C. Callaway, III, Esq.  
Klein & Klein, LLC  
333 N.W. 3<sup>rd</sup> Avenue  
Ocala, Florida 34475

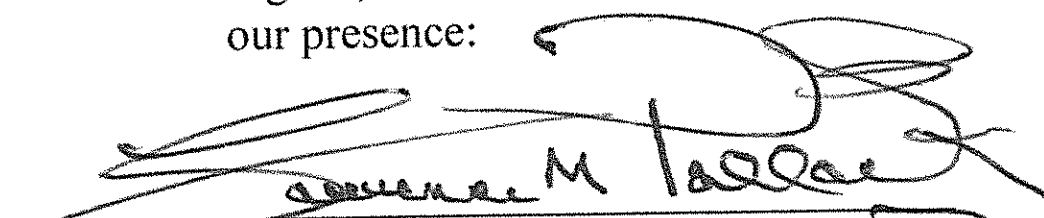
**CERTIFICATE OF AMENDMENT TO BY-LAWS OF**  
**THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION, INC.**


THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION, INC. ("Association"), by its President and Secretary, hereby certifies that the Amendment to the By-Laws of the Association, attached hereto as **Exhibit "A"**, was duly adopted as an amendment to the By-Laws of the Association by the affirmative vote of a majority of a quorum of the members of the Association voting, in person or by proxy, at a duly called meeting of the membership of the Association held on March 21, 2015, in accordance with the requirements of the By-Laws for the Association.

The Resolution adopting the amendments attached hereto as **Exhibit "A"** has been duly recorded among the minutes of the aforesaid meetings and remains in full force and effect.


IN WITNESS WHEREOF, THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed by its President and Secretary this 21<sup>st</sup> day of March, 2015.

Signed, sealed and delivered in our presence:

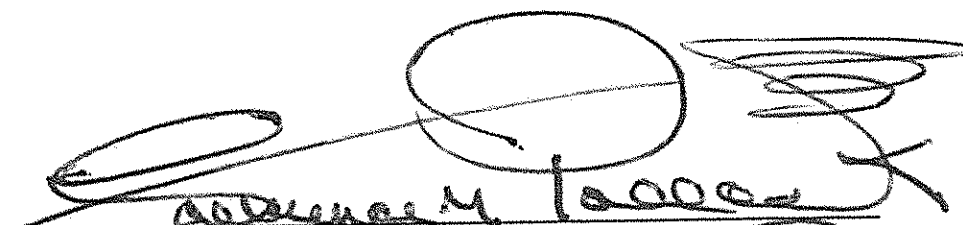
  
Print Name: LAWRENCE M. CALLAWAY


  
Print Name: LAURA S. JONES

THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By:   
ROB BINGLE, President

(CORPORATE SEAL)

  
Print Name: LAWRENCE M. CALLAWAY

  
Print Name: LAURA S. JONES

Attest:   
JILL THACKER, Secretary



STATE OF FLORIDA  
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2015, by Rob Binglee, as President of **THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION, INC.**, on behalf of the Association.

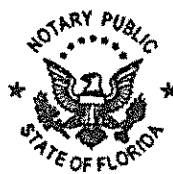


JENNIFER STAUFF  
MY COMMISSION # FF 043431  
EXPIRES: August 7, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public  
Name: Jennifer Stauff  
Personally Known: X  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: 8/7/17

STATE OF FLORIDA  
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2015, by Jill Thacher, as Secretary of **THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION, INC.**, on behalf of the Association.



JENNIFER STAUFF  
MY COMMISSION # FF 043431  
EXPIRES: August 7, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public  
Name: Jennifer Stauff  
Personally Known: X  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_  
My Commission Expires: 8/7/17

**EXHIBIT "A"**

**AMENDMENT TO BY-LAWS  
OF  
THE LANDINGS AT INVERNESS  
HOMEOWNERS ASSOCIATION, INC.**

As used herein, the following shall apply:

- A. Words in the text line through with (-----) indicate deletions from the present text.
  - B. Words in the text with are underlined indicate additions to the present text.
- 
- 

Section 3 of Article IV of the By-Laws is amended by adding thereto the following sentence at the end thereof:

Notice may be electronically transmitted to a member provided such member has consented, in writing, to receiving notice in this manner.

Prepared by Ronald C. Hammond, President, The Landings at Inverness Slip Owners Association, 513 Palma Ceia PT, Inverness, Florida 34450.

**Grant of Perpetual Easement over Common Area**  
**The Landings at Inverness Homeowners Association, Inc.**

The Landings at Inverness Homeowners' Association, Inc., hereby grants perpetual easement over common area to The Landings at  
513 PALMA CEIA PT,  
Inverness Slip Owners Association, of the Landings Subdivision, Inverness, FL 34450, and his/her/their heirs and/or assigns, for the

purpose of construction of a dock extension and/or ramp from current dock on common area E at the Landings at Inverness (THE LANDINGS AT  
INVERNESS PB 13 PG 15 TRACTS A, B, C, D, E & F (COMMON AREA) DECL OF CONDO IN OR BK 704 PG 461 & 157  
subdivision in Citrus County, Florida, for consideration of sealing and staining current Home Owners Association dock.

\*\*\*

IN WITNESS HEREOF, I, the <sup>Vice</sup> President of The Landings at Inverness Homeowners' Association, Inc., have hereunto set my hand this 7 day of MARCH, 2007.

Betty J. Hammond  
Print Betty J. HAMMOND, Vice Association President  
Michael J. Lester  
Print Michael J. Lester, Director

State of Florida  
Citrus County

The foregoing instrument was acknowledged before me this 7th day of March, 2007, by

Witnesses  
Stanley J. Puskarz  
Francis S. Rossiter

Print name and Title Betty J. HAMMOND  
VICE PRESIDENT

who took this oath before me and produced FL Drivers License # HSS3-090-45 as identification and

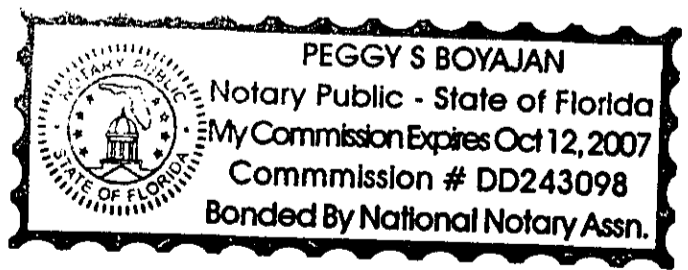
By Print name and Title MICHAEL J. LESTER  
DIRECTOR

Who took an oath before me and produced FL Drivers License # L236-550-44-258-0

As identification.  
Peggy S. Boyajan Notary Public

Signature of Notary Public  
PEGGY S. BOYAJAN  
Name of Notary Public printed

Commission No. 10/12/07



OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$10.00  
# 2007014649 BK: 2103 PG: 2427  
03/08/2007 04:11 PM 1 PG  
LMITCHELL, DC Receipt #008475



2007014649 1 PG

IN OR BK 704 PG 1035 & OR BK 1178 PG 835

BK 1187 PG 2192

AMENDED AND RESTATED  
JOINT USE AGREEMENT

60-

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of May, 1997, by and between OAKLEE GROVE CONDOMINIUM ASSOCIATION, a Florida not for profit corporation, hereinafter referred to as "OAKLEE GROVE" and THE LANDINGS AT INVERNESS HOMEOWNERS' ASSOCIATION, a Florida not for profit corporation, hereinafter referred to as "The Landings".

WHEREAS, Oaklee Grove is a condominium association created pursuant to Chapter 718 of the Florida Statutes and is responsible as the governing association for Oaklee Grove Condominium, a condominium development located in Citrus County, Florida; and

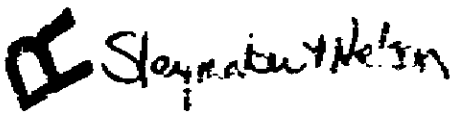
WHEREAS, The Landings is a homeowners' association and is responsible as the governing association for The Landings at Inverness, a platted residential community located in Citrus County, Florida; and

WHEREAS, Oaklee Grove Condominium property is adjacent to The Landings subdivision; and

WHEREAS, the successor developer of Oaklee Grove was the same entity as the successor developer of The Landings subdivision; and

WHEREAS, the successor developer of both communities caused Oaklee Grove and The Landings to attempt to enter into a Joint Use Agreement dated October 7, 1986 and recorded at Official Record Book 744, Page 695 Public Records of Citrus County, Florida; and

WHEREAS, said 1986 Joint Use Agreement failed to contain legal descriptions for the property which was the subject of said Agreement; and

 Stymant Nelson

WHEREAS, the validity of the 1986 Joint Use Agreement has been called into question by Oaklee Grove; and

WHEREAS, the parties recognize that a valid Joint Use Agreement is desirable to allow certain uses by The Landings of specific parcels of real property owned by Oaklee Grove; and

WHEREAS, the parties desire to resolve all issues between them regarding the issue of the 1986 Joint Use Agreement by entering into this amendment to and restatement of the 1986 Joint Use Agreement and entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, benefits and responsibilities contained herein the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

1. This Agreement supersedes the 1986 Joint Use Agreement -  
This Agreement shall supersede and replace that certain 1986 Joint Use Agreement as recorded at Official Records Book 744, Page 699 public records of Citrus County, Florida. Said Agreement shall as of the date of Agreement have no further force and effect.

2. Ownership of Real Property

a. Oaklee Grove is the owner of certain common property located in Citrus County, Florida and more particularly described as those certain private roads, entrance ways and surrounding areas and street lighting in existence at the time of this Agreement, irrigation water lines owned by or dedicated to the use of Oaklee Grove and located in

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Oaklee Grove, a condominium according to the Declaration of Condominium filed at Official Records Book 617, Page 2184, public records of Citrus County, Florida. The real property described in this paragraph 2(a) shall be referred to herein as Oaklee Grove Common Facilities.

b. The Landings is the owner of certain common property located in Citrus County, Florida and more particularly described as those certain private roads, street lights in existence at time of this Agreement or their replacement, real property upon which a joint mailbox is located and real property located on the Eastern side of The Landings subdivision upon which a pump and pump building is located, including irrigation water lines connected thereto and located throughout The Landings owned by or dedicated to the use of The Landings at Inverness, a subdivision according to the plat thereof as recorded in Plat Book 13, Pages 15-16, Public Records of Citrus County, Florida. The real property described in this paragraph 2(b) shall be referred to herein as The Landings Common Facilities.

c. The parties stipulate and expressly agree that any potable water or sewer lines located within either subdivision shall not be considered a Common

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Facility.

3. Joint Use - Oaklee Grove and The Landings shall have the following property rights:

a. Easements for ingress and egress - Subject to the terms of this Agreement, each Association and their respective members and their invitees, shall have a reasonable right and easement for ingress and egress across the Oaklee Grove Common Facilities and The Landings Common Facilities which easement shall be appurtenant to and shall pass with title to each parcel of property located within Oaklee Grove and The Landings at Inverness.

b. Delegation of Use - Either Association may delegate its right of access, ingress and/or egress over the common facilities to its members and/or invitees.

c. Entrance Signs - The Landings shall be entitled to include its identification sign upon the sign located at entrance area and/or property owned by Oaklee Grove. However, any such sign shall be subject to approval by the Board of Directors of Oaklee Grove and the Board of Directors of The Landings as to size, quality and design and shall state the name of both associations, identify that both are private communities and that the roads are private. Prior to installation of any such sign, either party shall submit the schematic design and specifications for such signage to the then President the other party for approval. The Boards of Directors shall then meet for the purpose of reviewing the schematics and approving the same as submitted or with modifications.

EX 1187PG2195

d. Joint Mailbox - Oaklee Grove shall be entitled to maintain its unit owner mailboxes/mail receptacles within the mailbox unit maintained by The Landings, owned by The Landings and located upon The Landings Common Facilities.

e. Water Pump, Pumphouse and Waterlines - Oaklee Grove shall be entitled to utilize the water pump, pumphouse and irrigation waterlines owned and maintained by The Landings and located upon The Landings Common Facilities. Such use shall be subject to the provisions of this Agreement. Such irrigation system shall be regulated by timer and serviced by a licensed contractor except as set forth herein to the contrary.

f. Control by Oaklee Grove - Except as set forth herein to the contrary, the Oaklee Grove Common Facilities shall be subject to the sole control and management of Oaklee Grove. Oaklee Grove reserves the right to close temporarily all or any portion of the Common Facilities for the purpose of making repairs or changes thereto; in such manner as Oaklee Grove may from time to time determine, so long as such action does not unreasonably impair the Landings's use and enjoyment of the Common Facilities. In order to establish that the Common Facilities and any portion thereof is and continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public therein, Oaklee Grove hereby reserves the unrestricted right to close all or any portion of the Oaklee Grove Common Facilities to the general public for one (1) day in each calendar year, and, in connection therewith, to seal off all entrances to the Oaklee Grove

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Common Facilities, or any portion thereof.

g. Control by The Landings - Except as set forth herein to the contrary, The Landings Common Facilities shall be subject to the sole control and management of The Landings. The Landings reserves the right to close temporarily all or any portion of the Common Facilities for the purpose of making repairs or changes thereto; in such manner as The Landings may from time to time determine, so long as such action does not unreasonably impair Oaklee Grove's use and enjoyment of the Common Facilities. In order to establish that the Common Facilities and any portion thereof is and continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public therein, The Landings hereby reserves the unrestricted right to close all or any portion of The Landings Common Facilities to the general public for one (1) day in each calendar year, and, in connection therewith, to seal off all entrances to The Landings Common Facilities, or any portion thereof.

h. Expenses - Expenses of the Common Facilities shall be borne in the following ratio 58/78 by The Landings and 20/78 by Oaklee Grove. Each party shall bill the other for its share of the operation costs and maintenance costs of each parties' respective common elements within thirty (30) days of incurring an expense for which reimbursement from the other party is sought. However, whenever possible or practicable, payment shall be made directly to the individual or entity performing the service pursuant to the request of The Landings and Oaklee Grove in the proportions set

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forth above.

i. Maintenance - Each party shall pay its share of the operating costs of maintaining the Common Facilities in accordance with the ratio set forth above. "Operating Costs" shall mean the total cost and expense incurred in operating, maintaining and repairing the Oaklee Grove Common Facilities and The Landing Common Facilities, including without limitation, the cost of all materials, supplies and services purchased or hired therefor, the cost and expense of landscaping, and care of the facilities, removal of trash, garbage and other refuse, if any; and the cost of personnel (including applicable payroll taxes, workmen's compensation insurance and disability insurance) to implement all of the foregoing, including security personnel for the Common Facilities. notwithstanding anything foregoing to the contrary, unless emergency conditions exist, prior to incurring any extraordinary expense other than regular maintenance expenses, the party desiring to incur such expense shall present the same to the Boards of Directors of each association for approval.

3. Taxes - The Landings shall also pay to Oaklee Grove, the party holding record title to the parcel its share of any real estate taxes assessed from and after the date of this Agreement for the Oaklee Grove Common Facilities as specified herein. The term "real estate taxes" shall mean all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against Oaklee Grove Common Facilities, and other taxes on the Oaklee Grove Common Facilities imposed by federal, state or local governmental

BK 1187PC2198

authority or any other taxing authority having jurisdiction over the Oaklea Grove Common Facilities including expenses directly incurred by either party in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such tax(es) or assessment(s), but shall exclude franchise, capital stock, income, estate or inheritance taxes personal in nature to either party.

4. Maintenance Agreement - A maintenance agreement may be entered into. Each party shall have the right to enter into a maintenance agreement with a third party, for the purpose of contracting for maintenance and operation of said parties' Common Facilities for the common benefit of the Owners. Terms and conditions of any such agreement shall be determined by the association entering into said Agreement.

5. Reconstruction or Repair - in the event of a casualty, reconstruction or repair of either Oaklea Grove Common Facilities or The Landings Common Facilities shall be as follows:

a. Determination to Reconstruct or Repair: If any part of the Common Facilities shall be damaged by casualty, the Common Facilities shall be reconstructed or repaired with available insurance proceeds.

b. Plans and Specifications: Any reconstruction or repair of the Common Facilities must be substantially in accordance with the plans and specifications of the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of both parties jointly.

6. Indemnification - Each party agrees to indemnify and save the other party harmless from and against any and all claims and demands (except such as result from the negligence of the other party) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted by or the use and/or occupancy of the Oaklee Grove and/or The Landing Common Facilities or occurring in, on or about the Oaklee Grove and/or The Landing Common Facilities or any part thereof, or arising directly or indirectly, from any act or omission of the other party or any tenant or sub-tenant or other respective licensees, servants, agents, employees or contractors, and from and against any and all cost, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The comprehensive general liability coverage maintained by both parties shall specifically insure the contractual obligations of each party as set forth herein.

7. Oaklee Grove is the owner of drainage/retention areas described in the Condominium documents. It agrees to share use of said areas, as required by public agencies for the building of units in The Landings at/or Inverness and this agreement is made in favor of The Landings and all subsequent unit owners in The Landings, or their successors in interest.

8. Enforcement - The cost of the maintenance of the Common Facilities due from either party and the taxes on the Common Facilities due from either, together with such interest and costs

EX 1187pg2200

of collection thereon as hereinafter provided, shall be a charge on and shall be a continuing lien upon the separate property of either party as described herein. Any cost of maintenance paid by either party and due from the other party shall be delinquent within 15 days after the date that the maintenance cost is billed by the paying party to the other party. Taxes due from either party shall be delinquent within 30 days after the copy of the tax bill is mailed by one party to the other. The amounts due shall bear interest from the date of delinquency at the current prime local lending rate, and an action at law may be brought for collection of the amount due, or to foreclose the lien plus interest, costs and reasonable attorney fees.

The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages of record at the time of recording a Claim of Lien. The lien shall be extinguished upon the issuance of the certificate of title, by the Clerk of the Circuit Court, subsequent to the foreclosure of a mortgage, or by a Satisfaction and Release of Lien filed by Lienor. No other transfer of title shall extinguish such alien then due, nor shall it affect the lien rights for any assessments becoming due thereafter.

Either Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration and Agreement. Failure by either Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

EX 197pg2201

thereafter.

9. Benefit: The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their assigns.

10. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, the judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each Association shall choose an arbitrator. The two arbitrators shall choose an impartial third arbitrator. The decision of any two of the three shall be binding. The rules of discovery of the Florida rules of Civil Procedure shall apply. In the event arbitration would result in a materially anticompetitive remedy, the parties may enforce this agreement by any proceeding, in law or equity.

11. Severability: Invalidation of any one of these provisions, covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

12. Term: The provisions, covenants and restrictions dealing with the use of the Common Facilities shall run with and bind the land, for a term of twenty (20) years from the date this Agreement is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, notwithstanding

the fact that the Association may be terminated. This Agreement may be amended by an instrument signed by both the Associations.

13. Applicable Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Florida.

14. NOTICES. All notices provided for in this Agreement shall be directed to the parties at the addresses hereinafter set forth on the signature page of this Agreement or as the same may be changed from time to time, and to the partnerships at their principal offices, by registered or certified mail.

IN WITNESS WHEREOF, the foregoing Agreement has been executed this 10 day of May, 1997.  
Signed in the presence of:

Carmel Pierce  
P. Howard

OAKLEE GROVE CONDOMINIUM ASSOCIATION  
By: [Signature]  
President

THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION

Shirley A. Williams  
[Signature]

By: Eugene D. [Signature]  
President

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] as President of OAKLEE GROVE CONDOMINIUM ASSOCIATION, and that he acknowledged executing the same in the presence of witnesses freely and voluntarily under authority duly vested in him by said Association.

ER 1187pc2203

WITNESS my hand and official seal in the County and State last  
aforesaid this 10<sup>th</sup> day of May, 1997.

Alice M. Hansen  
Notary Public



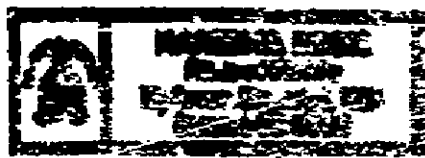
ALICE M. HANSEN  
My Commission Expires Feb. 12, 1999  
Renewed by Notary  
804-887-3478

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized in the State and County aforesaid to take  
acknowledgments, personally appeared EUGENE L. BUSH  
as President of THE LANDINGS AT INVERNESS HOMEOWNERS ASSOCIATION,  
and that he acknowledged executing the same in the presence of  
witnesses freely and voluntarily under authority duly vested in him  
by said Association.

WITNESS my hand and official seal in the County and State last  
aforesaid this 21<sup>st</sup> day of May, 1997.

Karen M. Book  
Notary Public



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FILED & RECORDED  
IN THE COUNTY OF CITRUS  
FLORIDA  
JUN 4 1997  
D.C.

document when received.