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**WINDERMERE GARDEN VILLAS  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

***EXECUTED MARCH 2, 2004***

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**WINDERMERE GARDEN VILLAS**

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**WHEREAS**, on March 7, 1989, the initial developer of Windermere Garden Villas caused to be recorded that certain document titled "Windermere Garden Villas Declaration of Covenants, Conditions and Restrictions" as recorded at O.R. Book 812, page 234, Public Records, Citrus County, Florida; and

**WHEREAS**, on May 30, 1989, the initial developer of Windermere Garden Villas and Windermere Garden Villas Homeowners Association, Inc., caused to be recorded that certain document titled "Amendment to Declaration of Covenants, Conditions and Restrictions" as recorded at O.R. Book 817, page 2077; and

**WHEREAS**, on September 28, 1990, the Windermere Garden Villas Homeowners Association, Inc., caused to be recorded that certain document titled "Amendment to Declaration of Covenants, Conditions and Restrictions" as recorded at O. R. Book 871, page 1005, and rerecorded at O.R. Book 873, page 1082; and

**WHEREAS**, on December 6, 1993, the Windermere Garden Villas Homeowners Association, Inc., caused to be recorded that certain document titled "Amendment to Declaration of Covenants, Conditions and Restrictions" as recorded at O. R. Book 1012, page 115; and

**WHEREAS**, on April 16, 1996, the Windermere Garden Villas Homeowners Association, Inc., caused to be recorded that certain document titled "Amendment to Declaration of Covenants, Conditions and Restrictions" as recorded at O. R. Book 1128, page 1370; and

**WHEREAS**, on January 28, 1999, the Windermere Garden Villas Homeowners Association, Inc., caused to be recorded that certain document titled "Amendment to Declaration of Covenants, Conditions and Restrictions" as recorded at O. R. Book 1286, page 471; and

**WHEREAS**, on May 19, 1999, the Windermere Garden Villas Homeowners Association, Inc., caused to be recorded that certain document titled "Amendment to Declaration of Covenants, Conditions and Restrictions" as recorded at O. R. Book 1306, page 45; and

**WHEREAS**, on December 11, 2001, the Windermere Garden Villas Homeowners Association, Inc. caused to be recorded that certain document titled "Amendment to Declaration of Covenants, Conditions and Restrictions" as recorded at O. R. Book 1470, page 1352, public records of Citrus County, Florida; and

**WHEREAS**, pursuant to the Declaration of Covenants, Conditions and Restrictions of Windermere Garden Villas as originally recorded in O. R. Book 812, page 220, Public Records, Citrus County, Florida, the owners other than the developer of fee simple title of at least 75% of the lots in the subject property may amend any provisions thereof; and

**WHEREAS**, after due, sufficient and proper notice in accordance with Article 15 of the Declaration of Covenants, Conditions and restrictions, at a duly constituted meeting of the owners of Windermere Garden Villas, by vote of 75% of such owners, the owners have determined to amend the Declaration of Covenants, Conditions and Restrictions as set forth herein; and

**WHEREAS**, all government agencies having jurisdiction have approved of this amendment; and

**WHEREAS**, The Windermere Garden Villas Homeowners Association is desirous of placing certain Amended and Restated restrictions and other obligations upon the use of certain real property located in Citrus County, as described in the original recorded Declaration of Covenants, Conditions and Restrictions as recorded in O. R. Book 816, page 220, public records of Citrus County, Florida, the description of which is attached hereto as Exhibit "A" and by this reference made a part hereof, hereinafter called "the land." That said, restrictions and other obligations shall run with the title to the land hereby restricted.

**NOW, THEREFORE**, for and in consideration of the premises and for other good and valuable considerations, the Windermere Garden Villas Homeowners Association, for itself and its successors and assigns, does for the purpose of enhancing and protecting the value, attractiveness and desirability of the land described in the original recorded Declaration of Covenants, Conditions and Restrictions, as recorded in O. R. Book 816, page 220, public records of Citrus County, Florida declares that all of the land shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and the owner of any parcel or tract of land or any part or portion thereof shall be deemed by the acquisition thereof to have agreed to all such restrictions and other rights and obligations and to have covenanted to abide by each covenant, condition and obligation. Each covenant, condition and obligation set forth herein shall be binding upon all parties having any right, title or interest in the land or any part thereof, and upon their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## **1. DEFINITIONS**

**1.1 Association** - shall mean and refer to WINDERMERE GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, its successors and assigns.

**1.2 Common Area** - shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

**1.3 Declarant** - shall mean WINDERMERE GARDEN VILLAS HOME OWNERS ASSOCIATION, INC.

**1.4 Development** - shall mean and refer to WINDERMERE GARDEN VILLAS, which is the name assigned by the Developer to the overall project which will be built on the land described on the property described in the original recorded Declaration of Covenants, Conditions

and Restrictions, as recorded in O. R. Book 816, page 220, public records of Citrus County, Florida.

**1.5 Institutional Mortgages** - is the owner and holder of a mortgage encumbering a lot which owner and holders of said mortgages, shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agency, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

**1.6 Lot** - shall mean a portion of the property other than the common area intended for any type of independent ownership and use as may be set out in the declaration and shall be shown on the plat filed of record for WINDERMERE GARDEN VILLAS. Where the context indicates or requires, the term "lot" includes any dwelling located on the lot.

**1.7 Maintenance** - shall mean the exercise of reasonable care to keep common area buildings, roads, landscaping, common lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

**1.8 Member** - shall mean every person or entity who holds membership in the Association.

**1.9 Owner** - shall mean the record owner, whether one or more persons or entities, of a fee simple title to any unit which is part of the development and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

## **2. ASSOCIATION**

In order to provide for the efficient and effective administration of this declaration, a nonprofit corporation known and designated as WINDERMERE GARDEN VILLAS HOMEOWNERS' ASSOCIATION, INC. has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this development and undertake to perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this declaration, its bylaw and rules and regulations promulgated by the association from time to time.

**2.1 Articles of Incorporation** - A copy of the Articles of Incorporation of the association is attached hereto as Exhibit "B."

**2.2 Bylaws** - The bylaws of the association shall be the bylaws, a copy of which are attached hereto as Exhibit "C."

**2.3 Limitation Upon Liability of Association** - Notwithstanding the duty of the Association to maintain and repair parts of the common areas and other areas in the development, the association shall not be liable to lot owners for entry or damage, other than the cost of

maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association, or caused by the elements or other owners or persons.

**2.4 Restraint Upon Assignment of Shares in Assets** - The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a lot.

**2.5 Approval or Disapproval of Matters** - Whenever the decision of a lot owner is required upon any matter, whether or not the subject of an association meeting, such decision shall be expressed in accordance with the bylaw of the association.

**2.6 Applicability of Articles of Incorporation and Bylaws** - By acceptance of a deed, each lot owner agrees to be bound by the terms and conditions of the Articles of Incorporation of the association, bylaws of the association and the requirements of this declaration.

### **3. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS**

**3.1** Every person or entity who is the record owner of a fee or undivided fee interest in any residential lot that is subject to this declaration shall be deemed to have a membership in the association. Membership shall be appurtenant to and may not be separated from such owners. In the event the owner of a residential lot is more than one person or entity, votes and rights of use and enjoyment shall be as hereinafter set forth. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one vote for each residential lot.

### **4. EASEMENTS**

Each of the following easements is a covenant running with the land of the development and notwithstanding any other provisions of this declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose.

**4.1 Utilities** - There shall exist reciprocal, appurtenant easements as between each unit for the installation and maintenance of utilities and drainage facilities which specifically shall include certain drainage and filtration ponds for the purpose of storm water drainage. Additionally utility easements shall exist appurtenant to each unit as may be required for the provision of all utility services to properly serve the development; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved in writing, by the unit owner. The exact location of the utility and drainage easements, except for easements that may be necessary through each building, will exist as they appear on the plat of WINDERMERE GARDEN VILLAS which either has been recorded or will be recorded in the public records of Citrus County, Florida.

**4.2 Pedestrian and Vehicular Traffic** - Easements appurtenant to each unit and between adjacent units shall exist for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, either upon the common areas or upon the

lands owned by each lot owner. Access easements will be as shown on the plat of WINDERMERE GARDEN VILLAS which has either been recorded or will be recorded in the public records of Citrus County, Florida.

**4.3 Support** - Every portion of dwelling contributing to the support of the building in which the dwelling unit is located shall be burdened with an easement of support for the benefit of all other dwellings.

**4.3.1 Perpetual Non-Exclusive Easement in Common Areas** - The common areas shall be and the same are hereby declared to be subject to perpetual nonexclusive easements in favor of all the owners of lots in the development for their use and the use of their employees, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonable intended.

**4.3.2 Right of Entry.** - Each lot shall be burdened with an easement in favor of the association, through its duly authorized employees and contractors, to enter any lot at any reasonable hour or any date to perform such maintenance as may be required to be performed by the association pursuant to the association's responsibilities under this declaration.

**4.3.3 Right of Entry into Private Dwellings in Emergencies.** - In case of an emergency originating in or threatening any dwelling, regardless of whether or not the owner is present at the time of such emergency, the board of directors of the association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency, and in anticipation of such right to entry in the event of any such emergency, the owner of such dwelling, if required by the association, shall deposit under the control of the association a key to such dwelling.

**4.3.4 Easement of Unintentional and Non-negligent Encroachment** - In the event that any dwelling shall encroach upon any of the common areas for any reason not caused by the purposeful or negligent act of the lot owner or the agents of such owner, then an easement appurtenant to such lot shall exist for the continuance of such encroachment into the common areas for so long as such encroachment shall naturally exist, and in the event that any portion of the common area shall encroach upon any lot then an easement shall exist for the continuance of such encroachment of the common areas into such unit for so long as such encroachment shall naturally exist.

**4.3.5 Delegation of Use** - Subject to such limitations as may be imposed by the bylaw, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants and invitees.

**4.3.6 No Partition** - There shall be no judicial partition of the common areas by any owner and no person acquiring any interest in the subdivision or any part thereof, may seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any unit owned in co-tenancy.

**5. MAINTENANCE, REPAIR ALTERATIONS AND IMPROVEMENTS OF LOTS**

The responsibility for the maintenance, alteration and improvements of a lot and restrictions upon an owner's alterations and improvements shall be as follows:

**5.1 Maintenance and Repair by the Association** - The Association shall maintain and repair at the Association's expense the following:

**5.1.1** The Association shall be responsible for maintaining the appearance of the exterior of each dwelling, not including the rear porches, as follows:

**5.1.1.1** The Association shall schedule periodic exterior painting of walls and doors, included in the painting preparation is the caulking of doors and windows where required and the repair of all surface cracks.

**5.1.1.2** The Association shall keep the roofs of each dwelling in good order by scheduling periodic roof cleaning. The association shall also be responsible for the repair of roof leaks caused by cracked or broken tiles, which are caused by normal wear and tear, and insufficient or deteriorated caulking and flashing.

**5.1.2** The Association shall be responsible for maintaining the side- walks in the front of each dwelling adjacent to the street.

**5.1.3** The Association shall be responsible for maintaining the outside garage light fixtures and their associated light sensor. This does not include the replacement of light bulbs.

**5.1.4** It shall be the responsibility of the Association to provide for the operation, maintenance and repair of the surface water management system located within the boundaries of the Windermere project including all drainage retention areas.

**5.1.5** The Association shall be responsible for all lawn maintenance in common properties and on all lots and the maintenance of original developer plantings on each lot. Lawn maintenance shall include cutting, sprinkling, fertilizing and replanting. Such maintenance shall not include the maintenance of trees, landscaped areas, shrubbery, or flowers which are not original developer plantings, these shall be the sole responsibility of the owners. The Association may also schedule the cutting of tree branches which overhang the roofs of each dwelling closer than a distance of eight feet from the roof top. Trees not planted by the developer are the responsibility of the lot owner.

**5.1.6** All incidental damage caused to a dwelling by such work immediately above-described shall be repaired promptly at the expense of the Association.

**5.2 Maintenance by the Lot Owner** - Responsibilities of the lot owner for maintenance and repair shall be as follows:

**5.2.1** Dwellings are the responsibility of the owner except as specifically noted in paragraph 5.1 All repair and maintenance to a dwelling, the walkway, driveway, a air conditioner pad, patio and owner added landscaping located on an owners property, shall be the responsibility of the owner. It shall also be the responsibility of the owner to keep the dwelling, driveway, walkway, patio and owner added landscaping in a clean, safe and neat condition.

**5.2.2** It is the responsibility of each owner to promptly report to the Association any defect or need for repairs for which the Association is responsible.

**5.2.3** Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each dwelling from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common elements therein necessary to prevent damage to the common elements or to another dwelling or dwellings.

**5.2.4** It is the responsibility of each owner not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building and/or lot without the approval of the Board of Directors.

**5.3 Alterations and Improvement** - Neither an owner nor the Association shall make any alteration in the portions of a dwelling that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all dwellings in the building and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

**5.4 Enforcement of Maintenance** - In the event the owner of any lot fails to maintain a lot as required above, the Association, or any other owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions or the Association shall have the right to assess the owner and the lot for the necessary sums to put the improvements within the lot in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the lot and do the necessary work to enforce compliance with the above provisions. Further, in the event an owner violates any of the provisions of this section, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject lot with or without the consent of the owner, and to affect the repair and maintenance of any item requiring same, all at the expense of the owner.

## **6. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS OF THE COMMON AREA**

**6.1** The maintenance, repair and operation of the common areas, including the repair, maintenance and replacement of landscaping, personal property owned by the Association, and any other improvements and facilities shall be the responsibility of the Association as a common expense.



## **7. PARTY WALL**

**7.1 General Rules of Law to Apply** - Each wall built as part of the original construction of any structure on a lot which shall serve and separate any two adjoining structures shall constitute a party wall and to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**7.2 Sharing of Repair and Maintenance** - The cost of reasonable repair and maintenance of a party wall shall be shared equally by the lot owners who make use of the wall.

**7.3 Damage and Destruction** - If a party wall is destroyed or damaged by fire or other casualty then any and all insurance proceeds received by any lot owner as a result of such destruction shall be applied to restore the wall.

**7.4 Right of Contribution** - In the event any owner pays more than his equal proportionate share of the cost of repair, maintenance or reconstruction of a party wall then such lot owner shall have the right to contribution from the other lot owners who share the wall and the right of contribution shall run with and be appurtenant to the land.

## **8. INSURANCE**

### **8.1 By the Association**

**8.1.1 Casualty** - The Association shall insure all buildings and improvements located on the common areas and all personal property of the Association included in the development in an amount equal to the maximum insurable replacement value under a blanket all-risk casualty insurance policy. Such other risk as from time to time shall be customarily covered with respect to such buildings similar in construction, location, and use, including but not limited to vandalism and malicious mischief.

**8.1.2 Public Liability** - The Association shall provide public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the owners as a group to a lot owner. Provided, however, the amount of public liability insurance shall at least be in an amount of \$1,000,000.00 or greater for any one accident.

**8.1.3 Workmen's Compensation** - It shall be procured by the Association to meet the requirements of the law.

**8.1.4 Additional Insurance** - Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance.

**8.1.5 Premiums** - Premiums for insurance policies purchased by the Association shall be paid by the Association from Association monies generated by assessment on lot owners.

**8.2 By the Lot Owner.**

**8.2.1 Casualty** - It shall be the responsibility of each lot owner to procure a blanket all-risk casualty insurance policy to insure the full replacement cost of all structures and improvements on a lot. Each individual lot owner further covenants and agrees that in the event of any loss or damage and destruction resulting in less than total destruction, the individual owner shall then proceed promptly to repair and/or to reconstruct the damaged structure in a manner consistent with the original construction. All insurance proceeds received in the event of any destruction shall be applied by the owner to repair or reconstruct the structure in a manner consistent with the original construction. The Association may impose more stringent requirements regarding the standards for rebuilding and reconstructing structures on the lot.

**8.2.2 Proof of Casualty Insurance** - The Association shall have the right to require lot owners to provide proof that all structures on the lot are covered by a casualty insurance policy as defined above. In the event a lot owner fails to carry the required casualty insurance, then the Association shall have the right to procure the required casualty insurance and to add the cost of such insurance to the lot owners next due monthly assessment charge and to proceed accordingly to collect same.

**8.2.3 Additional Insurance** - Each lot owner shall additionally procure whatever insurance the lot owner desires to protect the personal property of the lot owner located in any dwelling constructed on the lot and any additional public liability insurance that the owner might desire.

**9. ASSESSMENTS**

Each and every lot plot within the development is hereby subjected to monthly maintenance assessments as hereinafter provided to allow the Association to carry out its duties and responsibilities under this declaration.

**9.1 Commencement of and Collection of Annual Assessments** - The annual assessments shall cover the calendar year and shall be payable monthly, in advance and without notice, on the first day of each month. The first assessment shall be a prorata share of the full month, based upon the day that the deed is conveyed to the lot owner. Thereafter, the lot will be subject to the full monthly maintenance assessment. The first month's prorata assessment shall be paid in advance and be a part of the initial closing costs. Commencing on the first day of each month thereafter, each owner shall pay, in advance, to the Association at the office of the Association, or at such other place as shall be designated by the Association, the full monthly maintenance assessment assessed against such lot and such payments shall be used by the Association to create and continue maintenance funds to be used to discharge its obligations and responsibilities under this Declaration. As long as the Association has a contractual obligation to pay

for cable television service provided to the lots, an additional uniform assessment shall be fixed to provide cable television service for each lot, except those lots exempt by the Board of Directors, from such additional assessment lots for which no payment by the Association is required by law or by the cable television service provider. The additional uniform assessment shall be determined by the Board of Directors from time to time.

**9.2 Delinquency and Affect of Non-Payment of Assessment** - Each such monthly assessment shall become delinquent if not paid by the 10th day of the month when due and shall be subject to a late charge as established in the Bylaws. No member of the Association may vote on any manner coming before the Association if such member is delinquent in the payment of any assessment or installment, thereof, in any respect and additionally the owner, and the owner's agents, guests, family and tenants shall not be allowed to utilize the common areas of the development or any recreational facilities located in the development until such delinquency has been cured. The Association shall specifically have the right to deny access to the common areas.

**9.3 Lien for Assessments** - If any monthly assessment remains past due for more than thirty days, then the Association may have a lien on each owner's lot for any unpaid assessments, plus interest thereon, together with a lien on all tangible personal property located on the lot, except such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its liens shall be payable by the lot owner and secured by such lien. The Association's lien shall include those sums advanced on behalf of each owner in payment of its obligations for use charges and operation costs. Said lien shall be effective from and after the time of recording in the public records of Citrus County, Florida, of a claim of lien stating the description of the lot, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

**9.4 Collection and Foreclosure** - The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interest of the Association. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against said bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the owner shall be required to pay a reasonable rental and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the owner and/or occupant.

**9.5 Unpaid Assessments - Certificates** - Any owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his lot. The holder of a mortgage or other lien shall have the same right as to any lot upon

it he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

**9.6 Assessments**

**9.6.1** The Board of Directors of the Association may fix the monthly assessment at amount deemed necessary to support the business of the association

**9.6.2** The monthly assessments for single family homes on Balmoral Court shall be set at a figure twenty percent (20%) higher than the monthly assessment fees for villa homes.

**9.6.3** The monthly assessments for single family homes on Inverie Drive and Windermere Blvd. shall be set at a figure forty percent (40%) higher than the monthly assessment fees for villa homes.

**9.7 Non-Waiver** - The liability for assessments may not be avoided by waiver of the use or enjoyment of any of the common areas or abandonment of the lot for which the assessment is made.

**9.8 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 on the common areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the membership.

**9.9 Subordination of Assessment Lien to Mortgages** - The assessment lien provided for herein shall be subordinate to the lien of any institutional mortgage as defined herein. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot of liability for any assessments thereafter becoming due or from the lien thereof.

**9.10 Purpose of Annual Assessments** - The annual assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners in the development and for the improvement and maintenance of the common areas. Annual assessments shall include, and the Association shall require and pay out of the funds derived from the annual assessments the following:

**9.10.1** All operating expenses of the Association of any kind or type including, without limitation, the cost of any insurance coverages carried by the Association and all of the costs of operating the Association.

**9.10.2** All ad valorem and other taxes, if any, assessed against the real

estate owned by the Association and against any properties, real or personal, or any interest therein, owned by or leased to the Association and to make payment of any other taxes, including income taxes, if any, payable by the Association.

**9.10.3** All annual current expenses required for the reasonable repair and maintenance, including ground maintenance of all Association property and common areas and other maintenance obligations of the Association as set forth in this Declaration, including all recreational facilities and other improvements now or hereafter of record or installed in the common areas and the ground maintenance all lots as well as the paved access ways and all surface drainage facilities anywhere within the development.

**9.10.4** A deposit to a reserve fund which, with future deposits thereto, will be sufficient in the judgment of the Association to cover the costs of anticipated future periodic exterior maintenance work on the dwellings and all of the common areas and other improvements owned by the Association, including resurfacing of the paved access ways.

**9.10.5** To pay any other costs of materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or assessments which the Association requires to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of the owners, or for the enforcement of these restrictions.

**9.10.6 Cable Television Service** - To pay the costs of all expenses for the cost of cable television service for each developed lot in the subdivision, unless any such lot has been determined by the Board of Directors to be exempt. Each developed lot shall receive the television service voted on and passed by lot owners. All lot owners, except the ones exempt, shall be assessed for the cost of such service whether or not the owner elects to utilize the same. The Board of Directors is authorized to issue exemptions to this requirement for good cause shown.

## **10. USE RESTRICTIONS**

The use of the property of the development shall be in accordance with the following provisions:

### **10.1 Dwellings**

**10.1.1** Each of the dwellings shall be occupied by an owner, members of his family, his servants, guests and tenants as a residence and for no other purpose. No dwelling shall be permanently occupied by more than six persons and the maximum permanent occupants and overnight guests shall be no more than six persons, without the prior written approval of the Board of Directors.

**10.1.2** No dwelling may be divided or subdivided into a smaller dwelling nor any portion thereof sold or otherwise transferred without first amending this Declaration to

show the changes.

**10.1.3** Nothing (except for the American flag measuring no more than 3'x5') shall be hung, displayed or placed on the exterior walls, doors or windows of the dwelling or building without the prior written consent of the Board of Directors of the Association.

**10.1.4** No clotheslines, or similar device or hanging of towels, etc. shall be allowed on the exterior of the dwelling, or any other part of the development.

**10.1.5** No owner shall make, allow or cause to be made any structural addition or alteration of his dwelling or the common areas without the prior written consent of the Association.

**10.1.6** No rubbish, trash, garbage or other waste material shall be kept or permitted on a ny dwelling or on the common areas except in sanitary containers located in appropriate areas concealed from public view.

**10.2 Common areas** - The common areas shall be used only for the purpose for which they are intended.

**10.3 Nuisances** - No nuisances shall be allowed on the development property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No owner shall permit any use of his unit or of the common areas which will increase the rate of insurance upon the development property.

**10.4 Parking** - No recreational vehicles, commercial vehicles, motor homes, trailers, boats or other habitable motor vehicles may be placed, parked or stored upon any portion of a lot except within a building which is totally removed from public view. No maintenance or repair may be performed upon any boat or motor vehicle on any lot except within a building which is totally removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park in the driveway of a lot or on the streets during regular business hours, as needed for providing services or deliveries to the lot. Each lot owner and the lot owner's guest shall park on the lot owner's property, except that parking is permitted in access ways provided the vehicle does not stay parked in such access way over night.

**10.5 Boats, Trailer and RV's** - The Association has designated an area to be used for the storage of boats, trailers and RV's. Spaces in the storage area will be regulated by the Board of Directors on a space available basis. In the event that no spaces are available, an owner may request in writing to the Board of Directors that his or her name be placed on a waiting list. Trailers and RV's may be stored on the owners property for a period of twenty-four (24) hours when preparing for a trip.

**10.6 Lawful Use** - No immoral, improper, offensive, or unlawful use shall be made

of the development property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of the governmental bodies which require maintenance, modification or repair of the development property shall be the same as the responsibility for the maintenance and repair of the property concerned.

**10.7 Signs** - No signs shall be displayed from a unit or on the common areas except such signs as shall have advance written approval by the Association. This shall include "For Sale," "For Rent" or similar signs.

**10.8 Pets** - No animals, livestock or poultry of any kind shall be raised or kept in any unit or on the common area. No more than one dog or cat may be kept on any one lot without prior written consent of the Board of Directors. The weight of any dog or cat kept on a lot cannot exceed twenty-five (25) pounds. This restriction does not apply to current homeowners as of the date of adoption of this amendment and new residents moving into Windermere with pets over the weight and number restriction. However, when their animals pass away, the restrictions will apply. Other household pets may be kept subject to reasonable rules and regulations as may be adopted by the Association so long as no household pets are boarded or maintained for any commercial purpose.

**10.9 Rules and Regulations** - Reasonable rules and regulations concerning the use of the development property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners and residents of the development upon request.

## **11. ENFORCEMENT OF RESTRICTIONS**

**11.1 Building Violations** - Whenever there shall have been built or there shall exist on any structure, building, thing or any condition which is in violation of these restrictions, the Association shall have the right, but no obligation, to enter upon the lot where such violation is occurring and summarily abate and remove same all at the expense of such owner. The expense shall be payable by such owner to the Association on demand and such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way for any damages on account thereof. In addition the Association or any other owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this 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.

**11.2 Other Violations** - Any other violation of this Declaration or the Rules and Regulations of the Association may be remedied by the Association or owner by injunction or any other lawful means. Additionally, the Board of Directors of the Association shall have the right to deny use of the common areas and facilities to any unit owner who violates any of the restrictions set forth herein or the Rules and Regulations of the Association. The Board of Directors shall have the right to set up procedures to institute reasonable fines against owners who violate these

restrictions or the rules and regulations of the Association.

**11.3 Attorneys' Fees and Costs** - In the event the Association, or any owner finds it necessary to resort to legal proceedings to enforce these restrictions, then the violating owner shall be responsible for paying the attorneys' fees, court costs and litigation expenses incurred by the Association, or the owner who maintains the action.

**11.4 Severability** - Invalidation of any one of these 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. SUBORDINATION**

No breach of any of the conditions herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the development or any lot herein provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

## **13. DURATION**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty-five (25) years unless otherwise agreed to in writing by the then owners of at least eighty percent (80%) of the unit owners

## **14. AMENDMENTS TO DECLARATION**

Except as provided elsewhere herein, this Declaration may be amended in the following manner:

### **14.1 Notice**

**14.1.1 By the association.** - Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which proposed amendment is considered.

**14.1.2 Resolution of adoption.** - A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association. Directors and members not present by person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals of the membership and the Board of Directors shall be as follows:

**14.1.2.1** One hundred percent (100%) of the votes of the entire



membership of the Board of Directors and one hundred percent (100%) votes of the entire membership of the Association shall be required to enact any amendment dealing with Section 4 hereof entitled "Easements."

14.1.2.2 All other amendments shall require a seventy-five percent (75%) vote of approval of the membership and seventy (70%) of the Board of Directors.

**14.2 Execution and Recording**

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Citrus County, Florida.

IN WITNESS WHEREOF, WINDERMERE GARDEN VILLAS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, after a meeting of the record owners of the real property described herein, has caused this Amended and Restated Declaration of Covenants, conditions and Restrictions of property use to be signed and attested to by the Officers of the Corporation, named below, and its corporate seal to be affixed hereto on this 2<sup>nd</sup> day of March, 2004.

Signed in the presence of:

**Windermere Garden Villas Homeowners Association, Inc.**

Diana P. Logue  
Witness

By: Gene Mason  
Its President  
Printed Name: **GENE MASON**

Diana P. Logue  
Printed Name

Attest:

Paula C. Manning  
Witness

By: Art McKinney  
Its Secretary  
Printed Name: **ART McKINNEY**

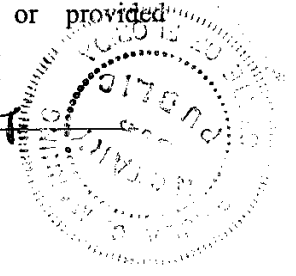
Paula C. Manning  
Printed Name


**STATE OF FLORIDA  
COUNTY OF CITRUS**

BEFORE ME, personally appeared **GENE MASON**, as President and **ART MCKINNEY**, as Secretary, of WINDERMERE GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC. Such persons did not take an oath and are personally known by me, or provided FL DL Lic M 250-045-39403-5 MCKINNEY as identification, this 2<sup>nd</sup> day of March, 2004.

FL DL Lic M 250-325008  
325-32-008-0 MASON

Paula C. Manning  
NOTARY PUBLIC  
My Commission Expires:



 Paula C. Manning  
My Commission DD242643  
Expires October 06, 2007