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**Amendment and Restatement
of the
Declaration of Covenants, Conditions, and Restrictions^{D.C.}
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 S. Jones

Carpenter, Louis & Shirley
564 San Remo Circle

Anna-Mary Carpenter

2/1/00
date

Witness:

Laura S. Jones

Carpenter, Louis & Shirley
566 San Remo Circle

Louis Carpenter

2/1/00
date

Witness:

Laura S. Jones

Coleman, Gerald C
511 Palma Ceia Pt

Gerald Coleman 2-10-2000

date

Witness:

Jacquelyn Brubaker

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 Katherine 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

Fredrickson, Merle H
222 Buena Vista Ct

Merle H. Fredrickson Carl A. Jones

3-19-00

date

Witness:

Paul Wong

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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:

Tony L. White Paul Worley

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 Worley

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

Ole A. Lunde Martha S. Lunde

3/13/2000
date

Witness:

Paul Worley

3/13/00

Lynch, John
540 San Remo Circle

John B. Lynch Robert W. Lynch

3/14/00
date

Witness:

Paul Worley

3/14/00

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Markham, Carol
516 Palma Ceia Pt

Witness:

Carol H. Markham 2-16-00
date

Miller, Kenneth, & Marybeth
506 Palma Ceia Pt

Witness:

Mary Beth Miller
Kenneth C Miller 3/11/00
date

Mitchell, Ralph, & Jean
512 Palma Ceia Pt

Witness:

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

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

Witness:

Nelson A. Newbold Charles W. Van Tine, Jr 3/19/00
Paul W. Jones 3/11/00
date

Pollack, Lawrence
213 Buena Vista Ct

Witness:

Lawrence J. Pollack 3/11/00
Paul W. Jones 3/11/00
date

Pollard, Anna L
216 Buena Vista Ct

Witness:

Anna L. Pollard 3/14/00
Paul W. Jones
date

Pütz, Wilhelm, & Irene
554 San Remo Circle

Witness:

Wilhelm Pütz and Irene 7/26/00
Paul W. Jones
date

Pütz, Wilhelm, & Irene
556 San Remo Circle

Witness:

Wilhelm Pütz and Irene 7/26/00
Paul W. Jones
date

Reasy, John H, & Virginia
504 Palma Ceia Pt

Witness:

John H. Reasy Virginia Reasy 2-26-00
James A. Reasy Jacqueline K. Reasy 2/10/00
date

Witness:

John H. Reasy Virginia Reasy 2-26-00
James A. Reasy Jacqueline K. Reasy 2/10/00
Paul W. Jones 2/10/00
date

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Schembri, Anthony J. & Barbara
562 San Remo Circle

Barbara Schembri
Anthony J. Schembri

3/11/2000
date

Witness:

Laura S. Jones

Santor, Raymond
510 Palma Ceia Pt

Raymond Santor
Paul Worley

3/10/00
date

Witness:

Scoggins, Joseph H. & Billie
218 Buena Vista Ct

Joseph H. Scoggins
Billie Scoggins
Paul Worley

3/10/00
date
3/11/00
date

Witness:

Scoggins, Joseph H. & Billie
220 Buena Vista Ct

Joseph H. Scoggins
Billie Scoggins
Paul Worley

3/11/00
date

Witness:

Shank, Thomas, & Muriel
509 Palma Ceia Pt

Thomas Shank
Muriel Shank
Victorian letter 4/5/2000
Paul Worley

3/22/00
date

Witness:

Shaw, Alfred J
215 Buena Vista Ct

Alfred J. Shaw
Paul Worley

2/18/2000
date

Witness:

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. & Sunnie Weinmann

3/14/00
date

Witness:

Laura S. Jones

Whitney, R Bruce, & Grace
580 San Remo Circle

R Bruce & Grace Whitney
Paul Worley

3/11/00
date
3-11-00

Witness:

Wilcox, Graham
538 San Remo Circle

date

Witness:

BK 1397652229

2000 DE 13 AM 9:04

Wongrey, Paul, & Ida Jean
514 Palma Ceia Pt

Witness:

Paul Wongrey, Ida Jean Wongrey date 2/10/00
Jacquelyn K. Reither 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 13th day of December, 2000

by Donald H. Haddox

Donald H. Haddox, Association President
209 Buena Vista Ct., Inverness, FL 34450-4332

who took an oath before me and produced

FLN# H320-188-32-209 as identification

and by Charles W. Hartline

Charles W. Hartline, Association Secretary
Inverness, FL 34450

who took an oath before me and produced

FLN# U535-159-38-045 as identification.

Tammy S. Kirby Notary Public
Signature of Notary Public

Name of Notary Public, printed

