

16350 Per.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
THE MOORINGS AT POINT O'WOODS

THIS DECLARATION, made on the date hereinafter set forth
by THE MOORINGS AT POINT O'WOODS, INC. (hereinafter referred to
as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is owner of certain real property in County
of Citrus, State of Florida, which is more particularly described
as THE MOORINGS AT POINT O'WOODS and which property has been
platted as THE MOORINGS AT POINT O'WOODS, in Plat Book 13,
Pages 81-84, Public Records of Citrus County, Florida, (hereinafter
sometimes referred to as "Property" or "Properties" or "The
Moorings").

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, said 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.

RETURN TO:

T.V. INFANTINO
111 W. MAIN STR.
INVERNESS FL
32650

September 10, 1987

BOOK 756 PAGE 0238

SEP 29 PM 4 16
1987
J. McQuinn

512197

9-30-87

Jennifer Vickers

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Moorings At Point O'Woods Homeowners Association Inc., a Florida corporation not for profit, 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, including the Declarant, located in The Moorings At Point O'Woods or any additions thereto. 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 The Moorings, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

Section 4. "Common Area" shall mean: a) all real property described as Tracts A through U depicted on the plat of The Moorings At Point O'Woods, and/or any areas depicted as Common Areas on any plat of additions to The Moorings; b) personal property, landscaping, shrubbery and other plant specimens; c) drainage control devices; d) docks, if any, the ownership of which is not attributed to any particular lot owner; and e) such

other items of The Moorings as designated upon the plat of The Moorings, which is specifically dedicated to the Association for the common use and enjoyment of the Owners.

The Common Area or portions of the Common Areas may be conveyed to the Association on or before December 31, 1996. The Common Areas not previously conveyed shall be conveyed to the Association by December 31, 1996 or upon the date of recording the conveyance of the 250th lot if there are additions to The Moorings At Point O'Woods, or the 82nd lot, if there are no additions to said subdivision, whichever comes first. Declarant expressly reserves the right to convey portions of or all of the Common Area to the Association at any time before the above dates. Declarant expressly reserves the right to add additional Common Areas by separate Declaration.

Section 5. "Lot" shall mean and refer to the platted lots or portions of said lots shown upon the recorded plat of The Moorings At Point O'Woods with the exception of parcels designated as "Tracts." "Building Unit" shall mean improvements used for residential dwelling and that lot or portion of a lot used as the site for a residential dwelling.

Section 6. "Declarant" shall mean and refer to The Moorings At Point O'Woods, Inc., a Florida corporation. It also refers to said corporation's successors and assigns, provided that Declarant indicates in its deed or instrument of conveyance that

it is the intent of the Declarant to convey all or a portion of its rights as Declarant pursuant to this Declaration to such successors or assigns. Declarant shall at all times have the right to assign all or any portion of any rights or interest it may have from time to time herein to any successor, nominee or assignee without consent or joinder from any Owner or any holder of a mortgage, lien or other encumbrance upon a Lot, and such successor, nominee or assignee shall exercise the rights granted to it concurrently with and not in contravention of, any of the Declarant's rights and interests herein.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of The Moorings, as amended. Any other declaration shall be referred to by its specific title.

Section 8. "Common Area Easements" shall include all easements granted to the Association and all nonexclusive easements granted to Lot Owners, if any, by dedication on the plat, in the conveyance of title, by this document 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. "Villa Building Unit" shall mean a building unit located in a duplex or two unit building on a lot designated

for a Villa Building Unit. Said lots are proposed to be located in Block "C" of The Moorings. "Cluster Building Unit" shall mean a building unit located in a four or six unit building on a lot designated for a Cluster Building Unit. Said lots are proposed to be located in Block "B" of The Moorings. "Patio Building Unit" shall mean a building unit located in a detached single building on a lot designated for a Patio Building Unit. Said lots are to be located in Block A of The Moorings plat on Lots 1, 2, 3, 4, 5, and 6. Block A may also contain lots for Villa Building Units (Lots 7-8, Block A) and Cluster Building Units (Lots 9-12, Block A).

Section 10. "Dock" shall mean that structure which is constructed according to plans and specifications approved by the Declarant, its successors and assigns, or the Association Architectural Control Committee; constructed by the Declarant or a building contractor approved by the Declarant or Association; maintained, repaired, replaced and insured solely by the Association; and paid for, by means of special limited assessment to the Lot Owner who has leased the right to use a portion of the common area for purposes of egress and ingress to such structure from his/her/their lot, from the Association or Declarant, as owner of the affected common area.

Section 11. "Dock special limited assessment" shall mean

that assessment charged by the Association for the costs associated with the maintenance, repair, reserves for replacement, and insurance costs of and relating to the use of a dock, to a Lot Owner, in connection with his/her/their use of said dock.

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 Areas, including the open spaces, subject to reasonable restrictions to preserve the grass, shrubs, plants, elevation, or drainage related use thereof, which shall be appurtenant to and shall pass with the title of every building unit and/or Lot 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 Common Areas situated upon the Common Area; at this time no admission fee is contemplated over and above the annual assessment.

(b) the right of the Association to suspend the voting rights and right to use of the Common Area 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 Declarant or Association to dedicate or transfer all or any part of the Common Area, or utility lines

or cable access, if any, to any public agency or private entity, authority or utility for provision of water distribution, waste water collection, telephone and cable TV transmission, electrical service, and garbage collection service.

(d) the right of the Declarant or Association to impose reasonable rules of use, to preserve the physical characteristics of the Common Areas; to preserve the grass and/or shrubbery; to preserve the improvements placed thereon, if any; and rules relating to the overall protection of Lot Owners' privacy and preservation of value of their investments.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities, 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 which is located on a Lot or portion thereof and every owner of a 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. Notwithstanding the foregoing, if additions to The Moorings are platted, then the lots owned by Declarant or its successors and assigns, shall be counted as part of the total lots owned by Declarant under this Declaration. Votes based upon the additional lots owned shall be included in any

calculation hereunder. Therefore, it is contemplated, that the Declarant shall have control, until all of the lands in the planned development are developed and sold. It is contemplated that at least an additional 168 lots may be added by subsequent phases to The Moorings At Point O'Woods.

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 Lot owned within The Moorings, or additions thereto, hereby covenants and each Owner of any Building Unit and/or 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, if applicable, (4) surface water management assessments to operate and maintain the surface water management system; (5) dock special limited assessments; and (6) assessments relating to a specific area within The Moorings, for items affecting a specific classification of Lots or Building Units. All assessments of any kind are to be established and collected as hereinafter provided. All assessments, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall be a

charge on the Lots or Building Units and shall be a continuing lien upon the said Lot or Building Unit 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(s) who was the Owner of such Lot or Building Unit 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 Moorings or additions thereto, and for the improvement, operation, care and maintenance of the Common Areas, Surface Water Management System, and Private Drives, if any, shrubbery or landscaping of Common Areas, canals and waterbody weed control and maintenance and Phase related Common Areas, unit or lot yard maintenance for all units or lots, and unit maintenance if required because of owner inaction regarding exterior unit maintenance. Declarant reserves right to negotiate with Patio Unit Owner to maintain a portion of the owner's side yard. 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 \$1,080.00 for Patio, \$900.00 for Villa, and \$170.00 for a Cluster. 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 all 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 may be revised and approved by two-thirds of the membership. If the budget is not revised and approved, then the budget for the previous year shall remain in effect until a revised budget is approved by membership. If any extraordinary property tax increase occurs so that the budgeted monthly or annual per unit amount, for taxes on the common area, is exceeded, then in that event such excess shall be passed to the unit owner as an extraordinary special assessment for that unit, on a pro rata basis.

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 4.1. Special Assessments for a Phase Related Item, Canals and/or Waterbody. In addition to other assessments the Association may levy assessments that are related to a particular Phase or Tract, or Block or Building Unit type; or that are related to canals and/or waterbodies adjacent to a particular Phase or Tract or Block, provided such assessment is approved by 2/3 of the total voting membership affected by the event that gives rise to the assessment. This section shall not require 2/3 of each entire class of membership; but only 2/3 of all votes of members so affected.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 4.1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 or 4.1 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 shall be fixed on a reasonable basis for all Lots and shall be paid on a monthly basis.

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 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 as determined by First Florida Bank, N.A. from time to time, 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 Lots in The Moorings, 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

Lots that are located in BLOCK "A" of The Moorings shall be used for Patio, Villa and Cluster Building Units solely at the discretion of Declarant. Lots in BLOCK "B" of The Moorings shall be used for Cluster Building Units. Lots in BLOCK "C" of The Moorings shall be used for Villa Building Units. No other building type shall be constructed on the lots located in each of the aforementioned Blocks "A", "B" and "C". Notwithstanding the foregoing restriction on land use, the Declarant, and/or its successors and assigns, shall have the right to alter the building type in said BLOCKS "A", "B" and "C", so long as the change in building type does not depress the value of any property owner's property in said BLOCK "A", "B" or "C". The Declarant's intent is to reserve flexibility in the building plan, to provide for a building type that is responsive to the needs of the market, and to preserve the values of properties owned by Declarant and Lot or Building Unit owners in The Moorings.

Building type shall be as constructed by Declarant or its

designee, according to plans and specifications established by Declarant or its designee for each type of building type.

Owners of Patio, Villa or Cluster units, located on lots, may lease from the Association, a non-exclusive easement for ingress and egress over portions of the Common Areas, for the construction and use of a Dock. Said lease shall not be assignable to anyone other than the Owner of said Building Unit which is benefited by said Dock. The cost of permitting, construction, repair and replacement of any Dock shall be solely that of the Building Unit owner. The Dock shall be constructed by Declarant, or an approved builder, so designated by Declarant or their successors and assigns. The permitting, construction, maintenance, repair and replacement of the Dock shall be physically executed by the Association, and said items, along with the insurance premium to insure against hazard and liability, shall be paid for by the Building Unit owner who will use said Dock. The manner of payment shall be by special limited assessment against that Building Unit owner. Collection shall be similar to the collection of other Common Area assessments for all Building Unit owners.

Said Dock or Docks shall be used solely as a private, personal Dock; shall not be used for commercial purposes; shall not be used for the drying of laundry or clothing; shall not be used

for storage of any vessel on its surface; may be used to tether or tie up a vessel, remaining in and/or on the surface of the waterbody over which the Dock is built. Said Dock shall not have any structure added to said Dock after it is constructed; nor will any "bimini" or other tops be permitted. All Dock construction, repairs or replacement shall be subject to approval of the Declarant or Association's Architectural Review Committee.

The lease from the Association shall provide, and if it does not so provide, shall be deemed to provide by this statement, that the Building Unit owner indemnifies the Association from any and all claims arising from the construction, use, repair or maintenance of the Dock, caused proximately by said Building Unit owner or its invitees.

In the event Dock is damaged and there is a dispute as to whether said Dock shall or could be rebuilt from the insurance proceeds available for rebuilding; then, in that event, if the Association deems it necessary to make an additional assessment to cover the cost to reconstruct, its decision shall be final. The Building Unit owner, shall have the right to elect to have the Dock reconstructed, or to receive the insurance proceeds, after the cost of removal of any remaining part of the Dock has been paid.

The dedications in the Plat of the Moorings shall govern those tracts or Common Areas, as to use for stormwater management,

drainage retention, ingress and egress, canal use, and other Common Area use.

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 mortgagee of a Lot or other property located in The Moorings, 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 including all appeals. 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 and further restricted as to dwelling

unit type as stated above, 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 the type of dwelling unit previously constructed on that unit site, in substantially similar design to plans of the previously constructed unit. These restrictions preclude and prohibit the construction of basements under any dwelling.

Section 3. Setback. All Building Units shall be located upon any lot or portion of a Lot according to the planned development multifamily zoning ordinance and related conditions thereto as obtained and agreed to by Declarant, and as subsequently amended by Declarant. Any replacement of a Building Unit shall be located on the same portion of the Lot, as where it was originally constructed.

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 Property improvements be made to said Property until and unless

such owner shall first obtain the written approval of the Architectural Control Committee. Notwithstanding the foregoing, Declarant reserves the right for itself and its successors and assigns to use temporary construction buildings or trailers during the construction of any improvement to the Properties or The Moorings.

Section 6. Fences. All fences shall comply with the existing PDMR zoning ordinance and be approved by the Declarant or Association's Architectural Control Committee.

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 each Lot or building site for all the utilities, cable TV, and the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots in The Moorings and such easements as are set forth on the plat of The Moorings at Point O'Woods at Inverness. Further, each building unit and/or 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 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 and/or portion of a Lot within the Property. The Owners of the Building Unit and/or 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 as set forth in the plans approved by Declarant. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair on the public road or between any public road in The Moorings. 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. 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 or on a public road. No trailers or recreational vehicles shall be maintained or kept on any Building Unit and/or any Lot and/or any public road.

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 as follows. It is the intent of the Declarant to provide an attractive residential setting for residents of The Moorings at Point O'Woods. The use of uncontrolled signs for any purpose is detrimental and will not serve the goal of the Declarant. However, the following types of signs are permissible signs for the limited uses relating thereto. Street signs and an entry sign indicating the location of streets and the identification and location of the project entrance, respectively are permissible. They shall be maintained by the Association,

as common areas, unless maintained by local governments. Interim or temporary signs used by the Declarant or its approved contractor(s) are permissible, for identifying models under construction, for sale, or sold. The Association may place signs for purposes of identifying common areas, recreation areas, drainage areas or other areas. All signs are subject to architectural control review. Signs used by the Declarant to advertise the Property during the construction and sales period may be of any size; but said signs will reflect the Declarant's intent to create the attractive residential area.

Section 13. Common Area, Recreation Area, Drainage Area, Retainage 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, Passive Recreation Areas, Surface Water Management Drainage and Retainage Areas and Easements, if any, or canals or waterbodies without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as open areas, recreation areas, drainage areas or retainage areas, or as canals or waterbodies as provided in the plat of The Moorings for the use and benefit of all Building Unit owners and Lot owners.

(a) No activities constituting a nuisance shall be conducted upon Common Areas, Recreation Areas, Drainage Areas, or a Retainage

Area, if any.

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

(c) These covenants and any Association adopted rules and regulations concerning use of the Common Areas and Recreation Area 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 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 Areas. Said insurance policies shall be in the name of the Association and for the benefit of the Association members 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.

(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 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

(f) The Association shall have and to exercise or to delegate, if appropriate, any and all powers, rights and privileges related to the operation of and maintenance of the surface water management system and stormwater discharge facilities, related to THE MOORINGS. These powers include, but are not limited to, operating and maintaining the surface water management system, as permitted by the Southwest Florida Water Management District; establishing rules and regulations; assess members for the costs of such activities; and contracting with any person to provide the services for operation and maintenance. In the event the Association is dissolved and not reinstated, then the surface water management system shall be operated and maintained by a public, quasi-public, or private agency or entity, acceptable to the then existing regulatory agency, and all persons bound by this Declaration of Covenants, Conditions and Restrictions shall release, and by their acceptance of deeds and membership in the Association, hereby agree to release and transfer the rights and authority to said entity.

Section 14. Property Maintenance. The Association shall

maintain all Lots, all landscaping, and all shrubs located on Lots, Building Unit sites and Common Areas and collect assessments for said services from Lot or Building Unit Owners. Owners shall maintain their buildings and interior portions of their buildings, and all party walls. In the event an owner of any Building Unit or Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, the Owner shall be notified and given thirty days within which to correct or abate the 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.

Section 15. Rights of Declarant. Notwithstanding anything in Article VI to the contrary, Declarant shall have the right to use Property and public roadways and Common Areas for ingress and egress thereover, including, but not limited to, the use of construction machinery, aquatic weed control machines and trailers; 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 Declarant or 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 Moorings. 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 Moorings, subject to local ordinances. The Declarant hereby declares that, with the express written permission of the Declarant, cable television providers (other than the Declarant) have the right to install cable television lines underground across any lot or any reserved utility easements, referred to in the plat of The Moorings referred to above; to install underground television lines across a current Building Unit owners' property. Cable television lines may be installed across lots and/or units to serve other units; that lines may be in place prior to conveyance of title of a Building Unit to a prospective purchaser; that 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,

may be installed by said providers on any portion of any lot and/or unit, after first obtaining written approval of the Declarant or Association. An express condition of providing service for cable TV by any person other than the Declarant, shall be that said person provide a set of "As Built" plans, showing the exact location of the cable TV lines installed.

ARTICLE VII

PARTY WALLS

Section 1. General Rules. The Villa and Cluster Building Units located upon the Lots within The Moorings 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 or walls in proportion to such use.

Section 3. Destruction by Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner

who has used the wall may restore it, and if the other Owners thereafter 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,

or the Declarant, or any Mortgagee owning a mortgage encumbering a Lot, Building Unit or Common Areas, or any governmental agency whose rights or rules are affected herein 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 by claim for damages, and, or specific performance. Failure by the Declarant, Association, any Mortgagee, 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.

This Declaration may be amended during the first five years by Declarant without any other approval so long as said amendment

does not materially reduce the value of a Building Unit owner's property. This Declaration may be amended during the next fifteen (15) year period by an instrument signed by not less than seventy-five (75%) percent of the members of the Association membership and thereafter by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Building Unit Owners. All amendments must be recorded.

IN WITNESS WHEREOF, the Declarant has caused this document to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 29th day of September, 1987.

Signed, sealed and delivered
in the presence of:

THE MOORINGS AT POINT O' WOODS,
INC.

Tamara S. Clayton
Anna Lee

BY: Richard S. Infantino
RICHARD S. 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 RICHARD S. INFANTINO, well known to me to be the President of the corporation named as Declarant in the foregoing document, 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 thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last

aforesaid, this 29 day of September, A. D. 1987.

Judith A. Hadley
Notary Public

My Commission Expires:

Seal

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 13, 1990
BONDED THRU GENERAL INS. UND.

This document prepared by:

T. V. Infantino, Esquire
Post Office Drawer 30
Winter Park, FL 32790
(305) 644-4673