

28-20-200

**WINDERMERE GARDEN VILLAS
AMENDMENT TO
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 re-recorded 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, 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;

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2001 DEC 11 AM 11:39

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

NOW, THEREFORE, this Amendment to the Declaration of Covenants, Conditions and Restrictions is made and entered into this 17th day of November, 2001, pursuant to the approval of 75% of the lot owners of each subdivision as follows:

NOW, THEREFORE, the subject property described in the original recorded Declaration of Covenants, Conditions and Restrictions as recorded in O.R. Book 816, page 220, be held, transferred, conveyed and occupied subject to the covenants, restrictions and easements set forth as amended as hereinafter set forth.

1. Section 5 is amended as follows:

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. The Association shall be responsible for maintaining the irrigation system of each dwelling.

5.1.5. The Association shall be responsible for all lawn maintenance in common properties and on all lots and the maintenance of original plantings on each lot. Lawn maintenance shall include cutting, sprinkling, fertilizing, replanting and related maintenance. Such maintenance shall not include the maintenance of landscaped areas, shrubbery, or flowers which are not original plantings, these shall be the sole responsibility of the owners. The Association shall 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.

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 and patio 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 and patio in a clean and neat condition

5.2.2. It is the responsibility of each owner to promptly report to the Association ~~and~~ 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 property without the approval of the Board of Directors.

5.3 Alterations and Improvement. Except as elsewhere reserved to the Developer, neither an owner nor the Association shall make any alteration

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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 dwelling fails to maintain a unit as required above, the Association, Developer 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 dwelling in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the dwelling 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 Developer and/or 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 dwelling 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.

5.5 Changes in Developer-Owned Dwellings. Notwithstanding the above, the Developer shall have the right, without the voter consent of the Association or any owner, to make alterations, additions or improvements in, to and upon the dwelling units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; change the layout of number of rooms in any Developer-owned dwelling; or make any changes that would assist the Developer in marketing the unsold lots.

2. Section 6.1 is amended as follows:

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.

3. Section 9.2. is amended as follows:

BK 14 70 PG 1 355

2001 DEC 11 AM 11:39

9. ASSESSMENTS

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.

4. Section 10.5 shall be amended as follows:

10. USE RESTRICTIONS.

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.

5. Section 11.3 shall be amended as follows:

11. ENFORCEMENT OF RESTRICTIONS.

11.3 Attorneys' Fees and Costs. In the event the Association, the Declarant, 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, the Declarant, or the owner who maintains the action.

6. Section 15.2.2.1 shall be amended as follows:

15. AMENDMENTS TO DECLARATION.

15.2.2.1 One hundred percent (100%) of the votes in 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."

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2001 DE 11 AM 11:39

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 declaration of 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 7th day of December, 2001.

Signed in the presence of:

WINDERMERE GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.

Dawn J. VanGorder
Witness

By: Chuck Setaro
Its President
Printed Name: Chuck SETARO

Dawn J. VanGorder
Printed Name

Attest:
By: Harold A. Kratzer
Its Secretary
Printed Name: HAROLD A KRATZER

Cynthia Timmons
Witness

Cynthia Timmons
Printed Name

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, personally appeared Chuck Setaro, as President and Harold A. Kratzer, as Secretary, of WINDERMERE GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC. Such persons did not take an oath and are personally known me, or provided personally known as identification, this 7th day of December, 2001.

Karen O. Gaffney
NOTARY PUBLIC
My Commission Expires:



Karen O. Gaffney
MY COMMISSION # DD038750 EXPIRES
July 24, 2005
BONDED THRU TROY FARM INSURANCE, INC.

VERIFIED BY: [Signature]
D.C.

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FILED & RECORDED
CITRUS COUNTY, FLORIDA
SITTY STEINER, CLERK

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