

# **Declaration of Covenants, Conditions, and Restrictions of The Landings at Inverness**

## **Including Revisions and Amendments as of February 1, 2025**

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 74, pages 0461-0479, 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% 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 durability 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.

**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.

**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 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 other lot owners.

## ***ARTICLE II. PROPERTY RIGHTS***

**Section 1. Owner's 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 and/or to suspend the right of a member to use recreational facilities, for nonpayment of monthly or special assessments that are delinquent in excess of 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. Notwithstanding the foregoing, the Board of Directors, by majority vote, may transfer Common Area, grant easements, or make other transfers of submerged land or land abutting a waterway to an upland Owner.

**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.

## ***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 owner holds an interest in any building unit, the vote for such building unit may be exercised as they determine, but in no event shall more than one vote be cast with respect to any one 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 building unit, by acceptance of a deed thereof, 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 personal obligation of the person, who was the owner of the 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.

**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 wall, 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, mailboxes and buildings, and the repair of any owner's pool, fence, exterior wall, roof or other improvements on a lot when the owner has failed to adequately maintain such items, provided that such assessments shall have the assent of sixty percent (60%) 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 percent (20%) 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 the 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 4.**

Written notice of any meeting called for the purpose of taking any action authorized under sections 3 and/or 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 special meeting of members, thirty percent (30%) of the building unit owners 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 days after the due date shall bear interest from the due date at a rate equaling the prime rate plus four percent (4%). 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 nonuse 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 any liability for any assessments thereafter becoming due or from the lien thereof.

**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 (ACC) composed of three (3) or more representatives appointed by the Board. In the event said ACC 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 ACC are subject to the approval of the Board. The Board of Directors shall have the power to enact, repeal, and amend rules and regulations regarding buildings, fences, walls, landscaping, structures, and other items located on the exterior of a Lot.

## ***ARTICLE VI. USE RESTRICTIONS***

**Section 1. Violation.** If any person claiming by, through, or under Declarant, or its successors or assigns, or any other persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person(s) owning real estate subject to these covenants to bring any proceeding at law or in equity against the person(s) 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 violations. If the party or parties bringing such action prevail, They shall be entitled to recover from the person(s) violating the restrictions the costs incurred by such prevailing party, including reasonable attorney 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. Temporary Structures, Boats and Recreation Vehicles Prohibited.** Unless otherwise specifically allowed or permitted under these covenants, no recreation vehicle, boat or boat trailer, tent, shack, detached garage, barn, shed, tool house or any other outbuilding shall at any time be placed temporarily or permanently upon the property, nor shall any improvements be made to said property unless said owner shall first obtain written approval pursuant to Article V of this Declaration.

**Section 6. Fences.** No fence or wall shall be erected on any building unit or vacant lot without prior consent from the ACC as to the location, type, material used, and size. All fences shall be constructed of concrete block or natural wood materials with a 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 or 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 with 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 the Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right on, over, and under the Common Areas and the side 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 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 owner 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, 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 vacant lot. No trailers or recreational vehicles shall be maintained or kept on any building unit or vacant lot.

**Section 9. Pets.** No animals, livestock, pigs, foul, poultry, snakes or bats of any kind shall be raised, bred, or kept on any building unit or vacant lot, except that each household may keep no more than two (2) household pets, 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 of the building unit or vacant lot owner's property. Pet owners or persons controlling the pets must pick up and dispose of the animal's waste in a proper garbage receptacle. No fostering or rescue care of animals shall be permitted.

The following breeds or any mixture of any of the following breeds are considered dangerous and are prohibited: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canaries, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Great Danes, Alaskan Malamutes, Siberian Huskies and any other such breed or mixture as determined to prohibited by the Board.

**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 purposes of these covenants, the ACC 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 and 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. All containers used for collection or disposal of garbage, refuse or material for recycling shall be stored so they are not visible from the street, except on scheduled collection days. Such containers may be placed along the street on the designated collection day and must be put away, out of view from the street by the end of said day. Trash removed by the Association from a unit property or vacant lot may result in a special assessment against that property 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 ACC. 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 and 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 shall at all times 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 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 at the Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board may obtain such other types 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 percent (60%) 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 of improvements other than building units situation thereon in a manner satisfactory to the ACC, 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 fails to maintain. If the owner fails to do so, the ACC 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 owner of such repairs, maintenance or restoration, together with reasonable attorney fees and cost 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 there over, 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 from the Association, cable television providers have the right to install cable television lines underground across utility easements and Common Areas referred to in the plat of The Landings at Inverness subdivision, and further to install cable television 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 his/her property for the benefit of other property owners. Satellite dishes are permitted subject to approval of size and location by the Architectural Control Committee.

**Section 18. Single Family Usage** Lots and building units shall be used for single family residential purposes only. No business or business activities of any nature, including but not limited to, assisted living facilities or rehabilitation facilities or daycares shall be permitted upon any lots or building units. Notwithstanding the forgoing restriction on business activity, private offices may be maintained in Residential Units, provided that: (1) such use is incidental to primary residential use of the building unit; (2) the personal business activity of a building unit is not detectable from outside the Residential Unit; (3) clients, patients or customers do not visit the building unit; (4) the personal business activity of a building unit does not require any agent or employee who does not reside in the building unit to enter the building unit; (5) the personal business activity of a building unit is not advertised, including but not limited to advertised for purposes of client, patient or customer contact, meetings or deliveries; and (6) the personal business activity use of the building unit does not require the use of any flammable or hazardous chemical.

**Section 19. Leasing and Rentals** No lot or building unit may be leased without the prior written approval of the Board of Directors. Any Owner intending to lease his or her lot or building unit shall complete an application form as provided by the Association together with such other information as may be reasonably required by the Board of Directors. The Board of Directors may adopt reasonable rules and regulations governing procedures for applications for approval of leases and approval requirements for tenants.

The use of a lot or building unit as a hotel, motel, vacation residence, temporary housing (such as that offered by Airbnb or VRBO), bed and breakfast or similar facility for temporary lodging purposes of any kind is prohibited. No transient tenants of any kind shall be allowed to occupy a lot or building unit without prior permission of the Board of Directors.

No lot or building unit shall be leased or rented for a period of two (2) years from the date the Owner takes title to the lot or building unit, except when title is obtained through inheritance, or by an Institutional Mortgagee or the Association as a result of a foreclosure or deed in lieu of foreclosure.

No lot or building unit may be leased more than three (3) times in a calendar year, regardless of the duration of the lease or occupancy. No lot or building unit may be leased for a period of less than six (6) consecutive months. Only the entire lot or building unit may be leased and there shall be no subleasing.

The Owner shall provide any tenants or occupants copies of the Declaration, Rules and Regulations and other governing documents of the Association. In the event that a tenant or occupant of an Owner violates any provision in this Declaration, the Rules and Regulations or any other governing document of the Association, the Owner shall be responsible for the action or inaction of the tenant or occupant and shall evict said tenant or occupant upon demand from the Association. Nothing herein shall absolve the tenant or occupant of his or her legal obligation to comply with the Association's right to seek legal action against the tenant or occupant and/or the Owner.

No lot or building unit shall be approved for lease if there is a monetary obligation owed by the Owner which is more than ten (10) days delinquent. When a lot or building unit is leased, the Owner shall also be responsible for his or her tenant's compliance with this Declaration or the Rules and Regulations of the Association.

No rental of ancillary structures, including, but not limited to, swimming pools or docks, shall be permitted.

For the purposes of this section "lease" or "leasing" shall be defined as occupancy of a lot or building unit by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere, or occupancy of the lot or building unit by a person who is residing in the lot or building unit in exchange for consideration.

**Section 21. Subdivision.** No lot or building unit may be subdivided or combined with another lot or building unit.

**Section 23. Play Structures and Yard Accessories.** All play structures, including but not limited to, large sports equipment such as basketball hoops and soccer goals, playsets, trampolines, or other large play structures, shall be approved by the ACC and shall be located at the rear of the lot behind the building unit. Yard accessories and play items of a temporary nature, including but not limited to basketball, soccer, football and baseball equipment, large toys, bicycles, scooters, skateboards, and party items shall not be left in public view overnight. Temporary yard accessories and play items shall not be stored under stairs or walkways and must be stored so said items are not visible from the street.

## ***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 negligence 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 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 of 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 percent (60%) of the building unit owners. Any amendment must be recorded.