

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

2753 State Road 580 Suite 202
Clearwater, FL 33761
Tel: 813-855-4860 or 727-771-7753
Fax: 727-238-8801

Dear Applicant:

RE: Perspective Condominium Buyer/Renter

The information you provide is very important to the security of the Association. As such, we expect that all of the information is accurate. The Association approval is contingent upon this assumption. If we determine that any of the information has been falsified, we will immediately revoke the Association approval of your purchase/lease and you will be required to vacate the unit.

As a reminder, if any additional person/persons should desire to move into the unit with you, they also must submit an application and fee to the Association for approval prior to moving in, as the approval of application is not automatic. Failure to fill out an application and receive approval prior to moving in will result in your approval possibly being revoked; in addition, the unauthorized person/persons will be required to immediately vacate the unit. We feel these requirements help us to maintain the security of the buildings.

As a reminder, no one is permitted to have guests stay longer than a total of three weeks in a six-month period or a total of six weeks in a twelve-month period. Please register your guests and their vehicles with the Property Group of Central Florida by calling the number above. No commercial trucks, vans or motorcycles are permitted on the property pursuant to the condominium documents.

We thank you for your understanding and cooperation.

Board of Directors
Inverness II Condominium Assn., Inc.

PAGE 2 THROUGH 6 ARE TO BE PRINTED, COMPLETED AND SUBMITTED TO PGCF

INVERNESS II CONDOMINIUM ASSOCIATION, INC.
APPLICATION FOR OCCUPANCY

APPLICATION IS HEREBY MADE FOR THE APPROVAL OF THE PURCHASE/RENTAL TRANSACTION INDICATED BELOW. I (WE) THE APPLICANT(S) REPRESENT THE FOLLOWING INFORMATION TO BE TRUE AND CONSENT TO THE ASSOCIATION'S FURTHER INQUIRY CONCERNING THE INFORMATION. I (WE) UNDERSTAND THAT APPROVAL OF THE APPLICATION CAN BE REVOKED AT ANY TIME AND RIGHT TO OCCUPANCY CANCELLED DUE TO MISREPRESENTATION OR FALSE STATEMENTS BY THE APPLICANT(S) RESULTING IN THE APPLICANT(S) HAVING TO VACATE THE UNIT IMMEDIATELY.

APPLICANT'S SIGNATURE

This application will not be considered unless (1) It is filled in completely and submitted to PGCF Management two weeks prior to occupancy; and, (2) an interview with designated Board members for approval has taken place. A person(s) is not a legal resident until this procedure is completed and all requirements are met.

1. All applications must be submitted with a copy of the Lease Agreement.
2. A \$50.00 non-refundable application fee is required of all applicants (in favor of Inverness Condo II).
3. An appointment is made for Board interview. Call The Property Group of Central Florida (PGCF) at 727-771-7753 Ext. 317 for an appointment.
4. Moving in Monday through Saturday 9am to 7pm by rear door only.
5. No dogs allowed. Cats only – and they must be kept inside and be neutered.
6. No commercial trucks or large vans over half ton allowed pursuant to the Condominium Documents. No motorcycles are allowed.
7. Minimum rental period is two times during one calendar year. Minimum lease period is (6) six months.

APPLICATION DATE: _____ APPLICATION TO LEASE/BUY IN BLDG: _____ UNIT #: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

FOR PURCHASE APPLICATION:

BUYERS NAME: _____

FOR LEASE APPLICATION:

UNIT OWNER NAME: _____ TEL #: _____

UNIT ADDRESS: _____

TENANT NAME: _____ SPOUSE'S NAME: _____

CURRENT ADDRESS: _____
STREET CITY STATE/ZIP

PREVIOUS ADDRESS: _____
(cover last 5 years – use back of page)

Name and phone number of most recent landlord. If less than one year in residence you must supply last 2 landlords.

OCCUPATION: _____ BUSINESS PHONE: _____

BUSINESS ADDRESS: _____

OF AUTOS: MAKE: _____ YEAR: _____ COLOR: _____ LICENSE # _____

MAKE: _____ YEAR: _____ COLOR: _____ LICENSE # _____

BANK NAME: _____ ADDRESS: _____

FINANCIAL REFERENCES: 1. _____

2. _____

CITIZENSHIP: _____

PERSONAL REFERENCES: (provide three)

NAME	OCCUPATION	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN CASE OF EMERGENCY PLEASE CONTACT: _____

VERY IMPORTANT – READ CAREFULLY BEFORE SIGNING

1. Any contemplated change in the occupancy of the unit must be approved in writing by the Inverness Condominium II Board of Directors. Any occupant in addition or different from those listed here must complete an application, submit a \$50 non-refundable application fee and be subject to Board interview before approval is granted and occupancy allowed.
2. Assignment: Lessee shall not have the right to sublet all or any part of the premises. Any sublet of all or any part of the premises shall be grounds for termination of residency approval and occupancy rights will be revoked.
3. Board approval does not automatically renew with the renewal of the lease but is subject to review at the end of the term before approval is extended.

I (We) the applicant(s) have read, understand and agree to abide by the terms of this application of the Inverness Condominium II Board of Directors for residence in Inverness II.

Applicant's Signature _____

Date _____

Approved / Denied: _____

Date: _____

Interviewed By: _____

Date: _____

INVERNESS II CONDOMINIUM ASSOCIATION, INC.

INFORMATION UPDATE FORM

As a security precaution, we ask that you provide us with information regarding your unit. This information must be provided to the Management Company so that we can update our records for our community as well as for security reasons.

UNIT #: _____

NAME OF OWNER(S): _____

Emergency Phone Number: _____

Email address: _____

TENANT NAME (if any): _____

ALL OTHER TENANT OCCUPANTS (if any): _____

Tenant Phone Number: _____

Tenant Email Address: _____

VEHICLE MODEL(S) _____

LICENSE PLATE # _____

STATE: _____

LICENSE PLATE # _____

STATE: _____

INVERNESS II CONDOMINIUM ASSOCIATION, INC.
RESTRICTIONS AND ADDITIONAL ITEMS REQUIRING YOUR COOPERATION

I. MOVING IN

- a. Moving in or out must be done by the rear door, during the hours of 9:00am and 7:00pm ONLY, Monday through Saturday.
- b. Do not drag furniture or cartons in the carpeted hallways.
- c. Place cartons from moving in front of trash container located in the first floor trash room.

II. OCCUPYING UNIT

- a. No unnecessary noise before 9:00AM and after 11:00PM.
- b. No loud stereo or TV at any time.
- c. Sound-proofing in building is inadequate
- d. After you move in call PGCF 727-771-7753 (Management) giving them your phone number so you can be connected to the entry phone system. To admit caller from entry phone, touch or dial "5" from your unit phone and hold for a few seconds.
- e. Doors, front, back and sides must be kept locked at all times. If you find one open, please close same.
- f. All trash and garbage must be put into plastic bags and closed tightly. Hours of trash disposal are posted on trash room doors. Do not drop boxes down the chute.
- g. Spiral staircases in loft units present an unbearable noise problem to the units below due to the construction of the buildings. Your cooperation is necessary.
- h. No dogs permitted. Cats are permitted, under 20 pounds and must be neutered. Cat must be kept inside the unit.
- i. Do not feed the birds, squirrels etc. This causes a rodent problem.
- j. If you have a maintenance problem, report the problem to PGCF Management. If an internal problem, contact the owner of your unit or his agent.
- k. Do not leave keys to unit or mailbox with maintenance man. Arrange to leave key with a friend or neighbor.
- l. St. Petersburg Times can be delivered to your unit door.

III. BALCONIES

- a. No entering/exiting or moving in or out over the balcony.
- b. No hanging clothes, towels, bathing suits, etc., over the balcony.
- c. Balcony must not be cluttered or used for storage.
- d. Only electric barbecue grills are allowed on the balcony.
- e. Do not wash porches with hose. Dirty water run-off ruins exterior paint.

IV. VEHICLES

- a. Park in your reserved parking area.
- b. Visitors must use visitors parking in front of Buildings 2 & 4.
- c. No motorcycles, commercial trucks, or boats are allowed on Association property.
- d. All illegally parked vehicles are towed at the vehicle owner's expense.
- e. No car repairs on property, such as: changing oil, draining radiators, etc.
- f. No car washing by hose. Please use buckets for water.

The above are the governing Rules and Regulations of this Association and are to be abided by all occupants. Your signature below indicates your concurrence and understanding with and of these regulations.

DATE: _____ BLDG #: _____ UNIT #: _____

SIGNATURE

SIGNATURE

Inverness Condominium II

Article XIII

Restrictions

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants, and lessees, to-wit:

- A) No unit shall be used for any purpose then as and for a single-family residence and dwelling.
- B) All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including all appliances, the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's apartments, whether inside or outside owner's apartments, the unit's electrical system and water lines and fixtures within the unit.
- C) No unit owner shall cause any signs of any nature whatsoever to be posed or affixed to any of the common elements, lighted common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for nameplates which shall be uniform in size and design and approved by the Board of Directors. Notwithstanding the above, a unit owner may have one professionally prepared "for sale" or "for rent" sign per unit provided it is not larger than 12"x18".
- D) No pets shall be permitted in any of the units or on the common elements other than birds (such as canaries or parakeets) and fish (such as goldfish and tropical varieties.) However a dog or cat which was maintained on the premises of the condominium on the day this Amendment was passed, may be kept on the premises but may not be replaced when it dies or is otherwise permanently removed from the premises. Such pets may be walked only in designated "pet walking areas" established from time to time by the Board of Directors of the condominium association and must be kept inside the owner's unit at all times when the pet is not being walked. No pet shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners. Any cat that is kept in a unit must be neutered, and the maximum weight limit for cats is 20 pounds. All cat litter must be disposed of by the owner in sealed plastic bags. Cats must be kept inside the unit and will not be allowed to run loose in common areas.
- E) Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefore.

TENANTS
MAY NOT HAVE
DOGS

- F) All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.
- G) No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area.
- H) All garbage or trash shall be placed in the disposal designated for such purpose by the Association.
- I) All occupants of unit shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.
- J) No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupants unit between the hours of 11:00p.m. and the following 9:00a.m, if the same disturb to annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours of 6:00p.m. and the following 9:00 a.m.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.
- K) No one bedroom unit in the Condominium shall be permanently occupied by more than two individuals, and no two bedroom unit shall be permanently occupied by more than four individuals, except as otherwise provided herein.
- L) Unit owners, or unit owners approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six month period, or a maximum of six weeks in any twelve month period; provided that at no time shall any one bedroom unit be occupied by more than five individuals, nor any two bedroom units by more than six individuals. The six-month periods shall commence on the date of filing of the Declaration.
- M) Unit owners and their guests may not keep, maintain or operate motor bikes, mini bikes, motor scooters, or any other similar type of motor vehicle within the Project, as shown and legally described on Exhibit "B" attached hereto.
- N) Parking shall be limited to passenger automobiles or passenger station wagons in the parking spaces provided. No trucks (except as expressly provided herein), commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or stored on the condominium property, unless parking or storage areas are specifically designated by the Association for these types of vehicles. So long as these are used solely as passenger vehicles, the following will be permitted:
 1. Small pickup trucks, up to a maximum of a one half ton carrying capacity, such as a Ford F-150 or a Chevrolet 1500;
 2. Vans such as a Dodge Caravan or a Ford Aerostar, with such vans not to exceed 16 feet in length.

3. Sport Utility vehicles, such as a Jeep Grand Cherokee or Ford Explorer.

Any vehicles that have been modified for commercial use, or which contain commercial lettering or are used for commercial purposes, shall be prohibited. The Board of Directors may adopt additional rules and regulations defining the types of vehicles permitted. The prohibitions contained herein shall not apply to the temporary parking of trucks and commercial vehicles for pick up, delivery, or other temporary commercial services.

- O) No unit owner shall make any alteration, or do any work within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the building, or would in any way impair easements.
- P) No unit owner shall lease or rent his unit for a term of less than 6 months (180 days). All lessees and renters must be approved in advance by the condominium association, in accordance with forms and procedures to be adopted by the Board of Directors. Only two (2) leases or rental agreements will be considered for approval during each calendar year. The Board must consider any request for approval so long as this does not result in more than two approvals in a single calendar year. The second approval, if necessary, must be considered even if it comes within 6 months of the first approval and as long as it does not violate the maximum of two approvals in a single calendar year. A calendar year is defined as January 1- December 31 of the same year. All lessees and renters must strictly abide by the rules and regulations and condominium documents. An application fee may be charged by the Association to cover the costs involved in connection with lease applications, up to a maximum amount permitted by the Florida Statutes from time to time.

Section 6 of Article IV;

(h) To charge a fee of \$50.00 for the processing of the approval of the Association for the sale of or lease of any unit. However, if the approval is for the renewal of a lease or sublease, with the same lessee or sub lessee as previously approved, no charge shall be made.

The above and foregoing restrictive covenants shall only be amended to this Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions of any portion of the condominium documents, and after notification by the Board of Directors, continues the violation, and in the event it becomes necessary for the Directors to bring a legal proceeding for the enforcement of and/or the abatement of, as the case may be, any provision of the condominium

documents, then in such event the unit owner shall pay the costs and expense of such legal proceedings, including reasonable attorney's fees, together with reasonable attorneys fees for any applicable proceeding. As an additional and alternative remedy, the Association may impose fines against owners and tenants for violation of the provisions of any portion of the condominium documents, or the rules and regulation adopted by the Board of Directors. Such fines may not exceed the amount provided by the applicable Florida Statutes, and fines may be imposed on a daily basis for continuing violations. Fines may not become final until the person against whom the fine is proposed to be levied shall have the opportunity for a hearing before a committee to be established by the Association for this purpose. The Board of Directors shall adopt rules and procedures relating to the imposition of fines, and the hearing process.

*** NOTICE ***

INVERNESS II CONDOMINIUM ASSOCIATION, INC

Dear Resident:

Please be advised that barbeque grills (of any type) are not permitted on the patios or in the units. The Clearwater Fire Department has notified us that propane grills are against the law due to the fact that we must carry propane tanks through an inhabited structure. The Clearwater Fire Department could charge a \$500.00 per day fine. This fine would be imposed upon the unit owner concerned.

The Rules and Regulations of your Association do not permit any other barbeque grills to be used on the patios. This was enacted because of the complaints received from residents regarding smoke entering their units. The smoke fouled the air in their unit and on a couple of occasions set off their smoke detectors.

Your cooperation in this matter would be appreciated.

Sincerely,

Board of Directors
Inverness II Condominium Association, Inc.

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

11902 Race Track Road

Tampa, Florida 33626

Tel: 813-855-4860 or 727-771-7753

Fax: 813-855-5692

TO: All Owners and Residents
FROM: Board of Directors
RE: Information of interest to ALL

Recently, the Board of Directors and the management company has recently been asked to address some issues within our community that affect us all. We at Inverness Condominium II are proud to live in this nice community and in order to keep our community harmonious and in good order you are asked to review some of these issues.

- ❖ Insurance – The Association advises you to insure the interior of your unit. Our attorney has confirmed that the Association is not responsible for anything inside your unit. Please contact your Insurance Agent.
- ❖ Reminder: Please check your toilet flapper to be sure it is working correctly. We have noticed an increase in water usage, which affects us all and ask that you make sure you have no leaks. Need a replacement flapper?—we have extras and will be happy to provide you with one. First come first serve.
- ❖ Reminder: Earlier this year the Fire Dept requested that all door closures be checked. Specifically the middle hinge which closes the door automatically. Residents were asked to test their doors to be sure they closed automatically and to repair or replace hinges if needed. If you have taken care of this task and called in, we most appreciate it. If you have not inspected your door hinge, we ask that you do so ASAP then fill out the enclosed form and return it to Cindy at the Property Group.
- ❖ Noise - We live in a condominium setting with enclosed hallways. Being respectful of your neighbors is just good manners. Construction projects, including hammering, etc. are to be done during business hours of 8a-5p. NEVER AT NIGHT.
- ❖ Parking – Please make sure that you are parking in your assigned carports. If you have an extra vehicle, park it in the visitor slots. Do not park all of your vehicles in the visitor slots—use your designated parking slot 1st and use the visitor slots for overflow only. The Board will enforce the parking rules.

- ❖ Paving Damage due to oil leaks – Is your car leaking oil or transmission fluid? *That leaky car is damaging the asphalt in the parking areas! It is being tracked into the buildings.* If the leak is fresh, use "kitty litter" to soak up excess oil then throw the litter away after a day or two. If a thick goo has built up under your car, you must scrape it off the pavement and throw it away. Most importantly, **HAVE THE CAR LEAKS REPAIRED.**
- ❖ Security Precaution -- we ask that you provide us with information regarding your vehicles—license plates, etc. This information must be provided to the Management Company so that we can be sure people not residing at Inverness Condominiums II are not using our community parking as well as for security reasons. **PLEASE FILL OUT ATTACHED FORM AND RETURN TO PROPERTY GROUP.**
- ❖ Tenant/Sale Approval – Keep in mind that Inverness Condo II Declarations state that all Owners must submit the names of their tenants to the Board of Directors prior to their tenancy. *Guests are only allowed for a period of 6 weeks in any calendar year. If you have someone residing in your unit without approval, they are illegal residents.*
- ❖ Plants on Patios – The structural integrity of the concrete on porches and balconies is directly impacted by moisture from pots placed there. Water overflows the containers and not only flows to units below, but continuous on the concrete causes the rebar inside to rust, expand, thus cracking the concrete! We ask that you refrain from placing pots on the porches and balconies, but if you must have them, you are required to contain the water from overflowing and to have waterproof pot dishes under the pots. Remember, we are all responsible for the structural integrity of the building and directly impacts our assessments.
- ❖ Patio Storage – Please remove clutter from patios and balconies.

Living in a pleasant community like Inverness Condominiums II is a privilege and working together to living in harmony just takes being a good neighbor. The Board of Directors appreciates your reviewing these issues and helping us to keep our community a safe and happy place to call home!

Thanks for filling out and returning the enclosed form!

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

3C195448 04-30-2002 17:18:19 JTF
51 CIT-INVERNESS CONDO
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IN:02164023 BK:11976 SPG:0403 EPG:0407
RECORDING 005 PAGES 1 \$24.00

TOTAL: \$24.00
CHECK AMT. TENDERED: \$24.00
CHANGE: \$.00
BY _____ DEPUTY CLERK

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
28100 U.S. Highway 19 N., Suite 300
Clearwater, Florida 33761

02-164023 APR-30-2002 5:18PM
PINELLAS CO BK 11976 PG 403

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
INVERNESS CONDOMINIUM II**

This is to certify that at a duly called meeting of the members of Inverness Condominium II Association, Inc. (the "Association") held on April 11, 2002, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendments to the Declaration of Condominium of Inverness Condominium II, attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Condominium for Inverness Condominium II was originally recorded in Official Records Book 5177, Page 60, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, THE INVERNESS CONDOMINIUM II ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 26 day of April, 2002.

INVERNESS CONDOMINIUM II
ASSOCIATION, INC.

By: Robert Tsitsos
Signature
Robert Tsitsos PRESIDENT
Printed Name and Title

Carole L. Duckworth 24W
Signature of Witness #1
CAROLE L. DUCKWORTH
Printed Name of Witness #1

Sharon Kline
Signature of Witness #2
SHARON KLINE
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

CK: 24W
CNC A: F

The foregoing instrument was acknowledged before me this 26 day of April, 2002, by Robert Tsitsos as President of INVERNESS CONDOMINIUM II ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Carole L. Duckworth
Notary Public
CAROLE L. DUCKWORTH
Printed Name

 Carole L. Duckworth
Commission # CG 899576
Expires Feb. 17, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

ADOPTED AMENDMENTS TO DECLARATION OF CONDOMINIUM
OF
INVERNESS CONDOMINIUM II

The following are adopted amendments to the Declaration of Condominium of Inverness Condominium II, originally recorded at Official Records Book 5177, Page 60, Public Records of Pinellas County, Florida.

Item No. 1: Article XIII, Section D is hereby amended to read as follows:

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

* * *

D. No pets shall be permitted in any of the units or on the common elements other than one cat (subject to the conditions below), birds (such as canaries or parakeets), and fish (such as goldfish and tropical varieties). No pet shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners. The Board may require any pet declared to be a nuisance to be immediately removed from the property. Any cat that is kept in a unit must be neutered and declawed, and the maximum weight limit for cats is 20 pounds. All cat litter must be disposed of by the owner in sealed plastic bags.

Item No. 2: Article XIII, Section N is hereby rewritten to read as follows (see existing Declaration for prior wording):

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

* * *

N. Parking shall be limited to passenger automobiles or passenger station wagons in the parking spaces provided. No trucks (except as expressly provided herein), commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or stored on the condominium property, unless parking or storage areas are specifically designated by the Association for these type of vehicles. So long as these are used solely as passenger vehicles, the following will be permitted:

1. Small pickup trucks, up to a maximum of a one-half ton carrying capacity, such as a Ford F-150 or a Chevrolet 1500;
2. Vans such as a Dodge Caravan or a Ford Aerostar, with such vans not to exceed 16 feet in length;
3. Sport utility vehicles, such as a Jeep Grand Cherokee or Ford Explorer.

Any vehicles that have been modified for commercial use, or which contain commercial lettering or are used for commercial purposes, shall be prohibited. The Board of Directors may adopt additional rules and regulations defining the types of vehicles permitted. The prohibitions contained herein shall not apply to the temporary parking of trucks and commercial vehicles for pick up, delivery or other temporary commercial services.

Item No. 3: A new Article XIII, Section R is hereby added to read as follows:

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

* * *

R. No commercial shopping carts are to be brought onto the property. Residents may utilize small personal carts for transporting goods or materials. Carts must be kept inside the unit when not in use.

Item No. 4: The last paragraph of Article XIII is hereby amended to read as follows:

ARTICLE XIII

RESTRICTIONS

* * *

In the event a unit owner is in violation of the terms and provisions of any portion of the condominium documents, and, after notification by the Board of Directors, continues the violation, and in the event it becomes necessary for the Directors to bring a legal proceeding for the enforcement of and/or the abatement of, as the case may be, any provision of the condominium documents, then in such event the unit owner shall pay the costs and expense of such legal proceedings, including reasonable attorneys' fees, together with reasonable attorneys' fees for any applicable proceeding. As an additional and alternative remedy, the Association may impose fines against owners and tenants for violation of the provisions of any portion of the condominium documents, or the rules and regulations adopted by the Board of Directors. Such fines may not exceed the amount provided by the applicable Florida Statutes, and fines may be imposed on a daily basis for continuing violations. Fines may not become final until the person against whom the fine is proposed to be levied shall have an opportunity for a hearing before a committee to be established by the Association for this purpose. The Board of Directors shall adopt rules and procedures relating to the imposition of fines, and the hearing process.

Item No. 5: Article XIII, Section P is hereby amended to read as follows:

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

* * *

P. No unit owner shall lease or rent his unit for a term of less than 6 months (180) days. All lessees and renters must be approved in advance by the condominium association, in accordance with forms and procedures to be adopted by the Board of Directors. Only two (2) leases or rental agreements will be considered for approval during each calendar year. The Board must consider any request for approval so long as this does not result in more than two approvals in a single calendar year. The second approval, if necessary, must be considered even if it comes within 6 months of the first approval and as long as it does not violate the maximum of 2 approvals in a single calendar year. A calendar year is defined as January 1 - December 31 of the same year. All lessees and renters must strictly abide by the rules and regulations of the

condominium and all provisions of the condominium documents. The unit owner is strictly responsible for the conduct and behavior of his lessees or renters and their compliance with the rules and regulations and condominium documents. An application fee may be charged by the Association to cover the costs involved in connection with lease applications, up to the maximum amount permitted by the Florida Statutes from time to time.

Item No. 6: Article XXII, Section A, which relates to owners being required to notify the Association of their mortgage holders, and other details relating to mortgages on condominium units, is hereby deleted in its entirety. Please see existing Article XXII, Section A for prior wording.

END OF ADOPTED AMENDMENTS

* TO BE RETAINED *
* BY *
* NEW APPLICANT *

INVERNESS CONDOMINIUM II

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

- A. No unit shall be used for any purpose than as and for a single-family residence or dwelling.
- B. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including all appliances, the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's apartments, whether inside or outside owners' apartments, whether inside or outside owners' apartments, the unit's electrical system and water lines and fixtures within the unit.
- C. No unit owner shall cause any signs of any nature whatsoever to be posed or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for nameplates which shall be uniform in size and design and approved by the Board of Directors. Notwithstanding the above, a unit owner may have one professionally prepared "for sale" or "for rent" sign per unit provided it is not larger than 12" x 18".
- D. No pets shall be permitted in any of the units or on the common other than birds (such as canaries or parakeets) and fish (such as gold fish and tropical varieties). However, a dog or cat which was maintained on the premises of the condominium on the day this Amendment was passed, may be kept on the premises but may not be replaced when it dies or is otherwise permanently removed from the premises. Such pets may be walked only in the designated "pet walking areas" established from time to time by the Board of Directors of the condominium association and must be kept inside the owner's unit at all times when the pet is not being walked. No pet shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners."
- E. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair of replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefore.
- F. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as

storage areas by the individual unit owners, either on a temporary or permanent basis.

G. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area.

H. All garbage or trash shall be placed in the disposal designated for such purpose by the Association.

I. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

J. No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 P.M. and the following 9:00 A.M., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 P.M. and the following 9:00 A.M.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

K. No one-bedroom unit in the Condominium shall be permanently occupied by more than two individuals, and no two-bedroom unit shall be permanently occupied at any time by more than four individuals, except as otherwise provided herein.

L. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period; provided that at no time shall any one-bedroom unit be occupied by more than five individuals, nor any two bedroom unit by more than six individuals. The six-month periods shall commence on the date of filing of the Declaration.

M. Unit owners and their guests may not keep, maintain or operate motor bikes, mini bikes, motor scooters, or any other similar type of motor vehicle within the Project, as shown and legally described on Exhibit "B" attached hereto.

N. No motor vehicles other than regular passenger automobiles and light van-type trucks shall be permitted to part in the condominium property other than for the time needed for pickup and delivery. Recreational vehicles, boats and/or boat trailers may be parked in the recreational vehicle parking spaces designated by the Developer.

O. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the building, or would in any way impair easements.

P. No unit owner shall lease or rent his unit for a term of less than 9 months (270) days. All lessees and renters must be approved in advance by the condominium association. Only one (1) lease or rental agreement will be approved for each calendar year. All lessees and renters must strictly abide by the rules and regulations of the condominium and all provisions of the condominium documents. The unit owner is strictly responsible for the conduct and behavior of his lessees or renters and their compliance with the rules and regulations and condominium documents."

Section 6 of Article IV;

(h) To charge a fee of \$50.00 for the processing of the approval of the Association for the sale or lease of any unit. However, if the approval is for the renewal of a lease or sublease, with the same lessee or sublessee as previously approved, no charge shall be made.

The above and foregoing restrictive covenants shall only be amended to this Declaration. The condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions of any portion of the condominium documents, and, after notification by the Board of Directors, continues the violation, and in the event it becomes necessary for the Directors to bring a legal proceeding for the enforcement of and/or the abatement of, as the case may be, any provision of the condominium documents, then in such event the unit owner shall pay the costs and expense of such legal proceedings, including reasonable attorneys' fees, together with reasonable attorneys' fees for any appellate proceedings.