

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
NASH CROSSING**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NASH CROSSING ("Declaration") is made this 23<sup>RD</sup> day of JANUARY, 2019, by Hampton Hills, LLC, a Delaware limited liability company ("Developer").

**WITNESSETH:**

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community known as Nash Crossing (hereinafter described and defined as the "Property"); and

WHEREAS, Developer desires to ensure the attractiveness of the individual lots, units and parcels and community facilities, if any, within the Property and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said Property and to provide for the maintenance of common areas and other community facilities and lawn maintenance; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner of the portions thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Property and to ensure the owners' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated or assigned the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has or will incorporate under the laws of the State of Florida, as a non-profit corporation, namely, NASH CROSSING P.O.A., INC., for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein.

NOW, THEREFORE, the Developer hereby declares that the Property identified in Article II hereof is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I: DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

Section 2. "Association" means Nash Crossing P.O.A., Inc., a Florida not for profit corporation, organized, or to be organized, under Florida Statutes.

Section 3. "Board of Directors" or "Board" means the Association's Board of Directors.

Section 4. "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.

Section 5. "CHC" means Citrus Hills Construction, LLC, and/or its express designees, if any. CHC is a Delaware limited liability company, with its current principal place of business at 2476 N. Essex Ave., Hernando, Florida 34442. Citrus Hills Construction, LLC, is a Certified General Contractor, licensed by the State of Florida Department of Business and Professional Regulation, Construction Industry Licensing Board.

Section 6. "Club" means Citrus Hills Golf and Country Club, the club/association established by Citrus Hills Golf and Country Club, LLC, a Delaware limited liability company, and/or its successors and assigns.

Section 7. "Committee" means the Architectural Control Committee established pursuant to Article IV herein.

Section 8. "Common Property" or "Common Properties" means (i) any property now or hereafter owned by the Association (whether or not such property constitutes a portion of the Property), (ii) any property designated in Exhibit B hereto, (iii) any property designated by Developer as Common Property in this Declaration or in any amendment or supplement to this Declaration, (iv) any portion of the Property designated on the plat(s) of the Property recorded in the Public Records of Citrus County, Florida ("Plat"), as Common Property (or words to that effect), and (v) property to be maintained by the Association. Common Property may or may not constitute a portion of the Property and may be part of a dedicated right-of-way or easement.

Section 9. "Declaration" means this Declaration, as from time to time amended.

Section 10. "Developer" means Hampton Hills, LLC, a Delaware limited liability company, and its successors or assigns.

Section 11. "Documents" or "Documentation" means the legal documentation for the Property consisting of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws and all amendments to any of the foregoing hereafter made and any other instruments or documents pertaining thereto.

Section 12. "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family and constructed upon a Lot, Unit or Parcel of the Property. The term "Dwelling" shall include villas, apartments, single-family homes, townhomes, duplexes, condominium or cooperative Units and the like.

Section 13. "Family" means 1) one or more persons each related to the other by blood, marriage, or legal adoption, or 2) a group of not more than three (3) persons not all so related, who maintain a common household Dwelling.

Section 14. "Family Social Member" means a Charter Social Member, of the Family type, of the Club, as defined and determined by the Club in its Charter Membership Plan, Rules and Regulations, as they may be amended from time to time.

Section 15. "Lot" means any platted lot within the Property.

Section 16. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

Section 17. "Master Association" means Terra Vista Property Owners Association, Inc., its successors and assigns.

Section 18. "Master Association Member" means a member of the Master Association, as provided in the Master Association's declaration, articles of incorporation or by-laws.

Section 19. "Owner" means any person who from time to time holds record title to any Lot, Unit, or Parcel. If more than one person holds such title, all such persons are Owners, jointly and severally. The developer is an Owner with respect to each Lot, Unit, or Parcel from time to time owned by such Developer.

Section 20. "Parcel" means any portion of the Property that is not a Unit or Lot and is not Common Property or property owned by a governmental entity.

Section 21. "Person" means any natural person or artificial entity having legal capacity.

Section 22. "Property" shall mean and refer to that certain real property identified in Article II hereof which is made subject to this Declaration.

Section 23. "Qualified Owner" means any Person who from time to time holds record title to any Lot, Unit or Parcel, upon which there is a completed Dwelling (as determined by the issuance of a Certificate of Occupancy by a governmental entity). If more than one Person holds such title, all such persons are Qualified Owners, jointly. This expressly does not include the Developer.

Section 24. "Resident" means a regular occupant of a Dwelling.

Section 25. "Surface Water" or "Stormwater Management System," whether those terms are capitalized or lower case, means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 26. "Unit" means a cooperative unit pursuant to the declaration or documentation applicable thereto.

Section 27. "Work" means the development of all or any portion of the Property as a residential community by Developer's construction and installation of streets, dwellings, buildings, and other improvements and the sale or other disposition of portions of the Property and improvements thereon.

#### **ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Citrus, State of Florida, and is more particularly described in the description attached hereto as Exhibit A and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto made subject to this Declaration less any deletions therefrom pursuant to this Declaration shall hereinafter be referred to as the "Property."

Section 2. Appurtenances. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with the title to every Lot, Unit, or Parcel enjoying such benefit. Whenever any such rights or easements are described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Lots, Units, and Parcels granted such benefit by this Article, unless this Article expressly grants such benefit to other persons. Except for the possibility in the future of the County agreeing to maintain the road, in no event will the benefit of any such easement extend to the general public.

Section 3. Utility Easements. Developer has identified areas for use by all utilities of the construction and maintenance of their respective facilities servicing the Property; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the Plat(s) (recorded or to be

recorded) of the Property or such other instrument defining them. In addition to the above, Developer hereby reserves unto itself and its successors and assigns an access easement over, under, across, and through the Common Property and utility easements as may be required for the construction, maintenance, and operation of a communication, cable television, and security system. Such utilities, as well as the Developer, and their respective agents, employees, designees, and assigns, shall have full rights of ingress and egress over any Lot or Parcel not constituting a Dwelling, for all activities appropriately associated with the purposes of said easements but all damage to such portions of the Property caused thereby shall be repaired at the cost of the party causing the damage.

Section 4. Common Property.

(a) Conveyance By Developer. Developer shall have the right to convey title to any portion of the Property or other property owned by it, or any easement or interest therein, to the Association as Common Property, and the Association's acceptance shall be effective upon recording the deed or instrument of conveyance in the public records of Citrus County, Florida. Notwithstanding the foregoing, Developer shall not have the obligation to develop and/or convey any portion of the Property to the Association as Common Property, and if Developer desires to convey any portion of the Property to the Association, the timing of the conveyance shall be in the sole discretion of Developer.

(b) Conveyance By Any Person. Any Person other than the Developer may convey title to any portion of the Property or other property owned by such Person, or any easement or interest therein, to the Association as Common Property, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation, or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of Citrus County, Florida.

(c) Use and Benefit. All Common Property conveyed to the Association shall be held by the Association for the use and benefit of the Association and the Owners of the Property, and their respective families, guests, and invitees, the holders of any mortgage encumbering any Property from time to time, and any other persons authorized to use the Common Property or any portion thereof by Developer or the Association, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation, or limitation or record affecting the Common Property to the Association, and subject to any rules and regulations adopted by the Association. A non-exclusive easement of enjoyment and right for such use is hereby created in favor of all Owners and other persons entitled to the use and benefit as provided herein, and such easement and right shall be appurtenant to and pass with the title to their respective property.

(d) Additions, Alterations or Improvements. The Association shall have the right to make additions, alterations, or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time; provided, however, that the approval of a majority of the Members present in person or by proxy at a duly called meeting of the Association shall be required for any addition, alteration, or improvement, or any purchase of personal property which exceeds ten percent (10%) of the annual budget in effect at the time the addition, alteration, improvement, or purchase is contemplated by the Association. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair, or replacement of existing Common Property, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations, or improvements to the Common Property, or the purchase of any personal property, shall be a common expense. In addition, so long as Developer owns any portion of the Property, Developer shall have the right to make any additions, alterations, or improvements to the Common Property as may be desired by Developer in its sole discretion from time to time.

(e) Dedications. The Developer reserves the right to dedicate, grant, or convey any portion of the Property owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. Developer shall also have the right to direct the Association to likewise dedicate, grant, or convey any Common Property, or any interest or easement in any Common Property owned by the Association, whereupon the Association pursuant to the provisions of this Article, shall execute such documents as will be necessary to effect such dedication; provided, however, that this right of Developer shall terminate when Developer no longer is a Member of the Association. Any portion of the Property, or any interest or easement therein, which is dedicated, granted, or conveyed pursuant to this provision shall not be subject to the Covenants and Restrictions contained within this Declaration, unless the instrument so dedicating, granting, or conveying such property, interest, or easement specifically provides that same is subject to the Covenants and Restrictions contained within this Declaration.

(f) Extent of Owner's Easement. The rights and easements of enjoyment created herein, shall be subject to the following:

(i) The right of the Association to limit the use of the Common Properties to Owners, their families, and guests, and in reasonable numbers;

(ii) The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot, Unit, or Parcel remains unpaid, or for any infraction of the Association's published rules and regulations.

(iii) The right of the Association to dedicate or transfer all or any part of the Common Property owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedications or transfer shall be effective unless the Owners entitled to at least two-thirds (2/3) of the Class A votes and all of the Class B votes agree to such dedication or transfer; provided, however, that this paragraph shall neither preclude the Board of Directors of the Association from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the consent of the Owners nor prevent the Developer from granting such specific easements with regard to Common Property owned by the Developer without the consent of the Owner.

(iv) The right of the Association to impose reasonable rules and regulations in respect to the use of the Common Properties in addition to those set forth herein.

(v) That portion of any driveway falling within the Common Properties which is contiguous to and serves one or more Lots, Units or Parcels shall, except as otherwise provided herein shall be subject to the exclusive use and possession of the Owners whose Lots, Units, or Parcels are served by such driveway.

(g) Extension of Rights and Benefits. Every Owner shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his Family who resides with him and to such other persons as may be permitted by the Association, except as may be otherwise prohibited.

(h) Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or stormwater management system as required by law by the Southwest Florida Water Management District permit.

Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the

drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

Section 5. Covenants, Restrictions and Easements. The following provisions shall also apply to the use of the Property:

(a) General Restrictions. The following easements and restrictive covenants are easements and covenants running with the land and are binding upon all Owners, their successors, and assigns:

(i) Unless otherwise provided in the plat, declaration or other governing document, the Lots and Units shall not be used for any purpose except as a private dwelling for one family; nor shall any trade, business, profession, or other type of commercial activity be carried on upon any Parcel without the express written consent of the Declarant (this shall not prevent an owner from renting its property for residential use); and, provided further that nothing herein shall be construed in such a manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business, or professional records or accounts therein; or (c) handling his personal, business, or professional telephone calls or correspondence therefrom.

(ii) No noxious or offensive activity shall be carried on upon any Lot, Unit or Parcel nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inflammable, combustible, or explosive fluid or chemical substance shall be kept on any Lot, Unit, or Parcel except such as are required for normal household use and same shall be kept within the Dwelling constructed on said Lot, Unit, or Parcel. No Owner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot, Unit, or Parcel which will increase the rate of insurance as to other Owners or to the Association.

(iii) No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot, Unit, or Parcel at any time as a residence either temporarily or permanently, except that the Developer may place any type of temporary structure on any Lot, Unit, or Parcel at any time to aid in its construction and/or sales activities.

(iv) Garbage and Rubbish: Garbage and rubbish shall not be dumped or burned or allowed to remain on any Lot/parcel, except that garbage, rubbish, or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the days and times established by the collection agency.

(v) No individual water supply system shall be permitted on any Lot, Unit, or Parcel unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Committee and all applicable governmental authorities and approval of such system as installed shall be obtained from the Committee and such governmental agencies.

(vi) There shall be no alteration, addition, or improvement of any Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties, or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized by the Association.

(vii) Only automobiles, vans constructed as private passenger vehicles, and pick-up trucks used as private passenger vehicles may be parked within the Property overnight without the prior written consent of the Association. Notwithstanding the foregoing the Developer may place a commercial vehicle, truck, or trailer on the Property at any time to aid in its construction and/or sales activity. No more than two (2) personal

vehicles may be parked overnight in the driveway of any Lot or Unit. No Owner shall permit on-street parking by themselves or their guests for more than five (5) hours during daylight hours. No parking is permitted on vacant Lots or Parcels, except by the Owner of said Lot or Parcel. Commercial trucks, trailers, campers, mobile homes, boats, boat trailers, or recreational vehicles must be stored in fully enclosed garages with the doors closed and may not be parked in any driveway or upon any Lot, Unit, or Parcel; provided, however, that it shall not be a violation of this provision for an Owner to park, in Owner's driveway, a camper, recreational vehicle, or a boat on a boat trailer, for a period of time not to exceed twenty-four (24) hours. No motor vehicles or boat repair work shall be conducted on any portion of the Property. No ATV vehicles may be used on the Property without the written consent of the Association.

(viii) No individual mailboxes may be installed or maintained on any Lot, Unit, or Parcel, other than those in Westford Villas subdivision, without the prior written approval of the Architectural Control Committee, which shall be within its sole and absolute discretion, subject only to an appeal to the Board of Directors.

(ix) Satellite dish antennas: No television, radio, or other satellite dish, or other communication device or antenna(e) of any type or nature whatsoever shall be located upon the exterior of any Dwelling, or shall protrude from the interior to the exterior thereof, or shall be located anywhere on the Lot, Unit, or Parcel, except as may be specifically authorized by the Association. Satellite dish antennas shall not exceed 24" in diameter and shall be installed on or at the back of villas, as close to the back corner of either side wall, to allow reception of an acceptable quality.

(x) No exterior wiring will be permitted. All wiring in conjunction with satellite dish antennas, etc. shall be run hidden above the soffit panels or otherwise concealed within the structure.

(xi) There shall be no wall or window type air conditioning unit(s) in any Dwelling.

(xii) No Lot, Unit, or Parcel shall be increased in size by filling in any water area it may abut. The elevation of a Lot, Unit, or Parcel may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots, Units, or Parcels without the prior written approval of the Committee.

(xiii) No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, Unit, or Parcel unless such installation complies with the applicable rules and regulations of the Committee or has been approved by the Committee. No more than ten percent (10%) of any Lot, Unit, or Parcel (excluding building footprint) shall be planted covered or maintained in any material other than grass or other natural, living vegetation, unless approved by the Committee.

(xiv) No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage facility upon the Lot, Unit, or Parcel. All Lots shall have a paved driveway of stable and permanent construction. The driveway base shall be concrete or pavers. No driveway surface shall be altered or varied unless such alteration or variance is aesthetically acceptable to, and complies with the rules and regulations of, the Architectural Control Committee, and has been submitted to and approved by the Committee.

(xv) No fences shall be used as a clothesline. Clotheslines are not permitted in any open area that is visible to the other Lots, Units, or Parcels, or from the street(s).

(xvi) No fences, walls or hedges shall be constructed on any Lot, Unit, or Parcel unless such item complies with applicable rules and regulations of the Committee or has been approved by the Committee.

(xvii) "Sign" shall include, but not be limited to, banners, pennants, posters, bulletins, placards, or any other manner of device designed to communicate information or images. One (1) security sign shall be permitted on a Lot, provided it is placed within ten (10) feet of the front entrance to the dwelling and is no larger than twelve (12) inches by eight (8) inches in size and is placed on a single post no larger than one (1) inch in diameter, and is no taller than eighteen (18) inches from the ground. No other sign shall be permitted. This restriction shall not apply to Developer.

(xviii) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Dwelling except that two (2) common household pets, such as dogs, cats, or birds, may be kept, provided that they are not kept, bred, or maintained for commercial purposes. All pets must be kept on leashes and curbed when outside of the Owner's Lot, Unit, or Parcel. The Owner or other person harboring such pet shall be responsible for taking immediate sanitary procedures to clean and remove any feces of the pet from the Property. Any pet causing or creating a nuisance or unreasonable disturbance, including, without limitation, violating the foregoing sentence, may be removed from the Property upon three (3) days written notice by the Association to the Owner thereof or to the person harboring such pet.

(xix) Hoses, when not in use, shall be coiled neatly in a position that will not interfere with the maintenance obligations of the Association, and to present an attractive and pleasing appearance.

(xx) Hurricane shutters and storm protection devices installed on windows and sliders approved by the Architectural Control Committee shall be installed or closed no earlier than seven (7) days before, and removed or opened not later than seven (7) days after, the imminent threat of the storm has passed.

(xxi) No garage or yard sale shall be permitted on, or affiliated with, any Lot or Parcel.

(xxii) One (1) portable removable United States flag or official flag of the State of Florida, no larger than 4 ½ feet by 6 feet, attached to the home, may be displayed in a respectful manner. Flags, poles and all hardware shall be maintained in good repair. Ground set flag poles are not permitted.

(xxiii) No bird feeders or bird baths shall be permitted on any Lot or Parcel.

(xix) No Owner of any Lot, Unit, or Parcel shall market, lease, or rent the Lot, Unit, or Parcel for a period less than three (3) months. Notwithstanding the foregoing the Developer may market, lease, or rent any Lot, Unit, or Parcel for a period of less than three (3) months to aid in its construction and/or sales activity.

(xx) 55+ Community: In accordance with Subpart E, Housing for Older Persons, Section 100.304 et seq. of the Federal Fair Housing Act, Nash Crossing subdivision, is designed, promoted, marketed, and restricted as a 55+ community. It is intended that Nash Crossing subdivision be operated, maintained, and managed for occupancy by older persons. Accordingly, eighty percent (80%) of the Dwellings shall be occupied at least one (1) resident who is 55 years of age or older. The remaining twenty percent (20%) of the Dwellings are not required to meet the 55-year age requirement.

(b) Rules and Regulations. The Board of Directors of the Association may from time to time adopt, or amend previously adopted rules and regulations governing: (i) the interpretation and more detailed implementation of the restrictions set forth in this Declaration including those which would guide the Committee in the uniform enforcement of the foregoing general restrictions; as well as (ii) the details of the operation, use, maintenance, management, and control of the Common Properties; provided, however, that copies of such rules and regulations shall be centrally posted or otherwise published to Owners prior to the time same



became effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in the Declaration.

(c) Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent the Developer, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by the Developer, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

(i) Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in Lots, Units, or Parcels by sale, lease, or otherwise.

(ii) Development. Conducting thereon its business of completing the Work, establishing the Property as a residential community, and disposing of the Property in Lots, Units or Parcels by sale, lease, or otherwise.

(iii) Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the sale, lease, or other transfer of the Property in Lots, Units, or Parcels.

(d) Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot, Unit, or Parcel to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any Dwelling upon any Lot, Unit, or Parcel may not be made without the consent of its Owner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

(e) Easement for Encroachments. Each Lot, Unit, or Parcel and the Common Property is hereby subjected to a perpetual easement appurtenant to any adjoining Lot, Unit, Parcel, or the Common Property to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Lot, Unit, Parcel, or the Common Property including but not limited to driveways, walkways, and roof structures which overhang and encroach upon the servient Lot, Unit, or Parcel or the Common Property, if any, provided that such structures were constructed by the Developer or the construction of such structure is permitted and approved as elsewhere herein provided. The Owner of the dominant Lot, Unit, Parcel, or the Common Property shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair, and restore any improvements located on the dominant Lot, Unit, Parcel, or the Common Property; provided, however, that any such entry made for purpose of maintenance, restoration, or repair, shall be limited to daylight hours and shall only be made with the prior knowledge of the Owner of the servient Lot, Unit, Parcel, or the Common Property. In case of emergency, the right to entry for maintenance, restoration, or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the Owner of the servient Lot, Unit, Parcel, or the Common Property. The owner of the servient Lot, Unit, Parcel, or the Common Property shall not place any improvement, material, or obstacle in or over the easement area on the servient Lot, Unit, Parcel, or the Common Property which would unreasonably interfere with the rights of the Owners of the dominant Lot, Unit, Parcel, or the Common Property granted by this paragraph. Any such improvement, material, or obstacle shall be promptly removed by the Owner of the servient Lot, Unit, Parcel, or the Common Property at the Owner's expense when requested by the owner of the dominant Lot, Unit, Parcel, or the Common Property or Developer notwithstanding any lapse of time since such improvements, material, or

other obstacle was placed in or over the easement area. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is materially detrimental to or materially interferes with the reasonable use and enjoyment of the Lot, Unit, or Parcel of another Owner and if it occurred due to the willful conduct of any Owner.

(f) Easements Reserved to Developer. Developer hereby reserves unto itself, and its successors and assigns, 1) non-exclusive easements over, under, upon, and through, 2) as well as the right to grant easements over, under, upon, and through, the Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services and cable television services, to or across, or providing drainage to or from the Property, any other property which may become part of the Property pursuant to this Declaration, or any other Property adjacent to the Property, provided that any such easements shall not materially interfere with an Owner's reasonable use of such Owner's Dwelling.

Section 6. Ingress and Egress. Each Owner of a portion of the Property and each other occupant and invitee of or to a Dwelling is hereby granted and shall have a perpetual unrestricted easement over, across, and through the Common Property for the purpose of pedestrian ingress and egress over the unpaved areas of the Common Property and vehicular ingress and egress over the paved areas of the Common Property, to and from his Lot, Unit, or parcel, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot, Unit, or Parcel. The Developer hereby reserves a perpetual unrestricted non-exclusive easement over, across, and through the Common Property and all roadways if not part of the Common Property for the purpose of its access to the Property and the access to the Property of any of its successors and assigns.

### **ARTICLE III: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS**

Section 1. Approval of Plans and Architectural Control Committee. For the purpose of further ensuring the maintenance of the Property as a residential area of highest quality and standard, and in order that all improvements on each Lot, Unit, or Parcel shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee, consisting of three (3) or more members appointed by the Board of Directors of the Association shall have the initial power and discretion to control and approve the construction, remodeling, or addition to the buildings, Dwellings, structures, and other improvements of any kind on each Lot, Unit, or Parcel in the manner and to the extent set forth herein. No Dwelling, building, fence, wall, utility or yard shed or structure, driveway, swimming pool, swimming pool enclosure, yard ornament, sport/game or play structure, or any other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected, or allowed to remain on any Lot, Unit, or Parcel, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, or shall any change in the landscaping, elevation, or surface contour of a Lot be made unless and until building plans and specifications covering same, showing such information as may be required by the Committee have been submitted to and approved in writing by the Committee. In addition, no tree may be removed from any Lot, Unit, or Parcel without the Association's written approval. The Committee may require that all architectural, remodeling, and landscape plans be accompanied by site plans which show intended work in relation to the Lot, Unit, or Parcel lines and also locates the Dwellings on each side of the Dwelling under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing stating with reasonable detail the reason(s) for disapproval. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials of which the same are proposed to be built, the Lot, Unit, or Parcel upon which it is proposed to be erected same, the quality of the proposed workmanship and materials, the harmony of external design with the

surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring Lots, Units, or Parcels. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specification must be submitted to the committee. Upon giving written approval, construction shall be started and pursued to completion promptly and in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost.

All structures must be built to comply substantially with the plans and specifications as approved by the Committee.

Section 2. Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement, or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association.

Section 3. No Liability. Notwithstanding anything contained herein to the contrary, the Committee shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or Homeowners Association due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvements are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Committee, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Committee shall not be liable for any defect of deficiency in such plans or specifications or improvement, or any injury and/or damages resulting therefrom.

Section 4. Appeal. The Architectural Control Committee is a committee of the Board of Directors. Any and all decisions of the Committee shall be subject to an appeal to the Board, within fourteen (14) days of notice of an appeal, which shall be delivered within ten (10) days of a Committee decision.

Section 5. Exemption. The Developer shall be exempt from the provisions of this Article IV, and shall not be obligated to obtain Committee approval for any construction or change(s) in construction which the Developer may elect to make at any time.

#### **ARTICLE IV: ADDITIONS OR DELETIONS OF PROPERTY**

##### **Section 1.**

(a) Additions to the Property. Upon agreement of the Association, additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article, so long as Developer maintains ownership of at least one Lot, Unit, or Parcel. Such additional property may constitute additional Common Property or a portion of the Property out of which is formed Lots, Units, and/or Parcels.

Notwithstanding the foregoing, however, under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by the Developer or any other person or party whosoever, other than within the Property, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall hereupon and thereafter be included within the term "Property" as used in the Declaration. Notwithstanding anything contained in this Section, the Developer neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Master Association.

(b) General Land Plan. The present general plan of development for the Property shall not bind the Developer to make any additions to the Property or adhere to the general plan of development. Such general plan of development may be amended or modified by the Developer, in whole part, at any time, or discontinued. As used herein, the term "General Land Plan", or words to that effect, shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.

(c) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the Covenants and Restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration.

Upon the assignment, sale, merger, consolidation, or other transfer of Citrus Hills Golf and Country Club, LLC ("Club") to another person or entity, the Club's rights may, by operation of law, be transferred to the assignee, transferee, surviving, or consolidated corporation. The surviving or consolidated corporation shall thereafter operate as the Club under this Declaration and administer the rights and privileges established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

(d) Deletions from the Property. Except as otherwise provided in this Declaration pertaining to deletions from the Property, only the Developer may delete and withdraw a portion of the Property from being subject to this Declaration.

Section 2. Procedure for Making Additions to or Deletions from the Property.  
Additions to or deletions from the Property may be made, and thereby become subject to or from this Declaration by, and only by, the following procedure:

(a) Upon agreement of the Association, the Developer shall have the right from time to time, to make additional land subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association. Portions of such additional land may be designated as Common Property.

(b) The addition shall be accomplished by the Developer filing of record an amendment to this Declaration of Covenants, Conditions, and Restrictions to include the additional land within the scope of this Declaration. Such supplement need only be executed by the Developer and shall require only a written statement by the Developer that it is upon agreement by the Association. Such supplement may contain such additional provisions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be desired to reflect the different character, if any, of the entire Property, of the added land, or of any other portion of the Property, or permitted uses thereof.

(c) No addition of property shall revoke or diminish the rights of the Owners or other owners of the Property to the utilization of the Common Property as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Property according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(d) The Developer may delete and withdraw a portion of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records which specifically and legally describes the property being withdrawn. Subject to the provisions of Article X herein where applicable, such supplement need only be executed by the Developer and shall require only a written statement by the Developer that it is upon agreement by the Association.

(e) Nothing contained in this Article shall obligate the Developer to make additions to or deletions from the Property.

**Section 3. Voting Rights of Owners Other Than the Developer as to Additions to the Property.** Any Lots, Units, or Parcels on land added to the Property which are owned by Owners other than the Developer, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by Article V, Section 2(a) of this Declaration to Class A Members.

**Section 4. Assessment Obligations of Owners Other Than the Developer as to Additions to the Property.** Any Lots, Units, or Parcels on land added to the Property which are owned by Owners other than the Developer, or its assignees by separate written document, shall be subject to assessments, both annual, special, specific, and otherwise in accordance with the terms and provisions of Article IX of this Declaration in the same manner as all other Owners other than the Developer.

#### **ARTICLE V: MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner shall be a member of the Association, subject to and bound by the Association's Articles, By-Laws, rules and regulations, and this Declaration. The foregoing does not include Persons who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership of a Lot, Unit, or Parcel shall be the sole qualification for membership. When any Lot, Unit, or Parcel is owned of record by two or more Persons, all such persons shall be members. An Owner of more than one Lot, Unit, or Parcel shall be entitled to one membership for each Lot, Unit, or Parcel owned by him. Membership shall be appurtenant to, and may not be separated from ownership of any Lot, Unit, or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit, or Parcel. The Developer shall also be a member anytime it owns one or more Lots, Units, or Parcels.

Every Qualified Owner shall be a Family Social Member of Citrus Hills Golf and Country Club, subject to and bound by the Club's Articles, By-Laws, Rules and Regulations, and this Declaration, as they may be amended from time to time. The foregoing does not include Persons who hold an interest merely as security for the performance of an obligation. A Qualified Owner of more than one Lot, Unit, or Parcel shall be a Family Social Member for each Lot, Unit, or Parcel owned by such Person. Membership shall be appurtenant to, and may not be separated from ownership of any Lot, Unit, or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit, or Parcel.

**Section 2. Voting and Classes of Membership.** The Association shall have two classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in this Declaration, as may be more particularly described in the By-Laws. When more than one Person holds an interest in any Lot, Unit, or Parcel, the vote for such Lot, Unit, or Parcel shall be exercised as such Persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit, or Parcel. Prior to the time of

any meeting at which a vote of the membership is to be taken, the co-owners shall file the name of the voting co-owner with the Secretary of the Association in order that such voting co-owner be entitled to vote at such meeting, unless a general voting certificate giving such information shall have previously been filed. The By-Laws may provide more detailed provisions regarding the voting procedure for co-owners including but not limited to husband and wife co-owners, and also Persons which are corporations or other legal entities. There shall be no split vote permitted with respect to such Lot, Unit, or Parcel. An Owner may cast his/her vote(s) upon becoming a member without regard to a record date for determining those members entitled to vote, unless otherwise provided in the By-Laws or otherwise provided in the statutes of Florida governing the Association. The two classes of voting membership and voting rights related thereto, are as follows:

(a) Class A. "Class A Members" shall be all Owners of Lots, Units, and Parcels subject to assessment; provided, however, so long as there is Class B membership, the Developer shall not be a Class A Member. Each Class A Member shall be entitled to a number of vote(s) for each Lot, Unit, or Parcel owned equal to the General Assessment Factor (as defined in Article IX below) applicable to that Lot, Unit, or Parcel. "Class A Lots, Units, and Parcels" shall be all Lots, Unit, or Parcel. "Class A Lots, Units and Parcels" shall be all Lots, Units, and Parcels owned by the Class A Members.

(b) Class B. The "Class B Member" shall be the Developer. "Class B Lots, Units, and Parcels" shall be all Lots, Units, and Parcels owned by the Developer which have not been converted to Class A membership as provided below. The voting rights appurtenant to the Class B Lots, Units, and Parcels shall be as follows:

For each Lot, Unit, and Parcel which the Developer holds title, the Developer shall be entitled to nine (9) votes.

(c) Termination of Class B. Class B membership hereby ceases and is converted to Class A membership and any Class B Lots, Units, and Parcels subject to the terms of this Declaration shall become Class A Lots, Units, and Parcels upon the recording of a statement to this effect signed by Developer.

Section 3. Expansion of Voting Provisions. These voting provisions may be expanded by provisions of the By-Laws, provided that any such expansion shall not serve to dilute the voting interest of the Developer.

#### **ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Association. The Association shall govern, make rules and regulations, control and manage the Lots, Units, Parcels, and Common Properties located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the owner, and shall pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Association, the maintenance, repair, upkeep, and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein including, but not limited to, the following specific maintenance and operational duties:

(a) Security: Notwithstanding the foregoing, the Association may, but is not obligated to, employ security guard(s) or a security guard service. If a security guard(s) or security guard service is employed by the Association, the Board of Directors shall determine, in its (changed from their) sole discretion, the schedule and cost of expense of security guard(s) or security guard service. Such guard and security services are provided only as a means of supplementing

governmental agencies, and expressly are not provided as a guarantee of safety or security to the Owners, Residents, their guests, or any other Persons.

(b) Utilities, Taxes and Maintenance: The Association shall maintain the Common Properties and pay for all utility services, the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Taxes on Common Property not owned but only maintained by the Association shall be paid by the owner thereof. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair.

(c) Insurance: The Association shall at all times obtain and maintain policies of public liability insurance and hazard insurance and such other types of insurance as the Board deems adequate and advisable. The Association additionally shall cause all persons responsible for collecting and disbursing Association funds to be insured or bonded with adequate fidelity insurance or bonds as the Board deems adequate and advisable.

(d) Recreation Facilities: The Association shall be responsible for the operation and the payment of all costs, charges, and expenses incurred in connection with the operation, administration and management of all recreational facilities, if any, located from time to time on the Common Property. Such recreational facilities may include, but not be limited to any or all of: pool facilities, clubhouse, and the like. The cost of operating, administering, and maintaining the recreational facilities shall be paid by the Owners and included as part of the General Assessment as provided in Article IX of this Declaration. The General Assessment may also include an amount to amortize the cost of such capital improvements that will serve as the recreation facilities. Although provision is made herein for the provision of recreation facilities, neither the Developer nor the Association is obligated to provide any recreation facilities. The Board of Directors may approve and modify rules and regulations regarding the use and operation of the recreational facilities of the Association.

(e) Lawn Maintenance: The Association shall care for and maintain all lawn areas within the Property including, but not limited to, lawns located on any Lot, Unit, or Parcel from and after the time such Lot, Unit, or Parcel has been sodded with grass. Such maintenance shall consist of mowing and edging the lawn and blowing off grass clippings from sidewalks and driveways adjacent to the respective lawn. It shall also include pest and fungus control, weeding and fertilizing. Maintenance and replacement of the irrigation system shall be the sole responsibility of the Association. The Association will be responsible for the maintenance (but not the replacement) of all Association-approved additional landscaping and/or trees and shrubs, provided that the ACC and the Owner have a written record of the approval. Trees and shrubs that exceed seven (7) feet in height shall not be maintained by the Association, and shall be properly maintained by the Owner, except that trees and shrubs planted in designated common areas which serve as a barrier/screen to provide Owners with a more pleasing view shall be the responsibility of the Association to maintain and replace. Replacement shall be determined on a cost basis analysis by the Association, in its sole discretion, resulting in the replaced tree or shrub not always being the same type or size. The Association shall maintain and re-mulch all approved beds with only the Association's choice of mulch. Owner selected rock or stone shall be the sole responsibility of the Owner to maintain and replace. The cost of all lawn maintenance incurred by the Association described herein shall be paid for by the Owners through the General Assessments.

(f) Maintenance of Common Property and Other Portions of the Property: Unless otherwise limited or specifically described elsewhere herein or in Exhibit B hereto, the Association shall maintain all Common Properties and all improvements thereon in good condition at all times. This burden shall expressly include the responsibility for maintaining the roads and drainage areas which may be given, by declaration, dedication, easement or deed, to the Association. This burden shall also expressly include the responsibility, not to exceed cleaning once every four (4) years, for maintaining aesthetically clean roofs (i.e., mildew removal and/or prevention). This burden shall not prevent the Association from enforcing the Declaration and requiring Owner to maintain an aesthetically clean roof if required more than every four (4) years. This burden shall also expressly include the re-painting of exterior walls of all Dwellings

which may be needed due only to normal wear and tear, pursuant to the Association's established schedule. If pursuant to any easement, deed, or dedication, the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owner(s) of such Property. In such event, where applicable, the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property. To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of Citrus County, Florida, and may be made in connection with an agreement with any Owner, the Developer, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of such Property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other individual, corporation, partnership, trust, or other legal entity, including any governmental authority, to share in the maintenance responsibility of any portion of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. Notwithstanding the foregoing, if any Owner, or their guests or invitees, damages any Common Property or any improvement thereon, such Owner shall be liable to the Association for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the Association's insurance.

(g) Maintenance, Operation and Repair of Surface Water Systems: The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

(h) Additional Maintenance and Operational Duties: The Association's duties shall include, but not be limited to, the foregoing maintenance and operational duties as well as any particular or limited duties more fully set forth in this Declaration. The Association may, in the discretion of its Board, assume additional maintenance or operational duties not set forth in this Declaration. In such event, the cost of such additional duties shall be included as a common expense of the Association.

The foregoing constitutes the basic general expenses of the Association and said expenses are to be paid by members of the Association as herein provided. It shall be the duty and responsibility of the Board of Directors to fix and determine from time to time, but not less frequently than annually, an operating budget which shall provide for the sum or sums necessary and adequate to satisfy the expenses of the Association. The procedure for the determination of the assessments to fund such budget shall be as hereinafter set forth in this Declaration. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied, and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles or by the By-Laws of the Association. Each assessment shall be levied by the Board of Directors and shall be payable in



advance on a monthly, quarterly, semi-annual, or annual basis, or otherwise as determined by the Board of Directors.

Section 2. Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, and to lease the recreation areas, and shall further have the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

The undertakings and contracts authorized by a Board of Directors consisting of Directors appointed by the Developer shall be binding upon the Association in the same manner as though such undertakings and contractors had been authorized by the Board of Directors consisting of Directors duly elected by the membership of the Association.

#### **ARTICLE VII: RIGHTS AND OBLIGATIONS OF THE CLUB**

Club. The Club shall govern, make rules and regulations, control and manage the Club, its members and its property pursuant to the terms and provisions of the Club's Articles, By-Laws, Membership Plan, Rules and Regulations, as amended from time to time.

#### **ARTICLE VIII: LANDSCAPING OF LOTS, UNITS, AND PARCELS AND MAINTENANCE OF IMPROVEMENTS THEREON**

Section 1. Owners. Each Owner shall be responsible for the maintenance, repair, and replacement of all improvements (including landscaping to the extent maintenance responsibilities are not assumed by the Association) on his Lot, Unit, and Parcel and such other areas as are provided herein. Any area or matter, which is on an Owner's Lot, Unit, or Parcel, not specifically required to be maintained, repaired, or replaced by the Association shall be maintained, repaired, and replaced by such Owner.

Section 2. Failure to Maintain. In the event an Owner of any Lot, Unit, or parcel shall fail to maintain or repair his Lot, Unit, or Parcel or the improvements thereon, if any, within fifteen (15) days written notice of same from the Association, then the Association, by approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot, Unit, or Parcel and to repair, maintain, and restore the Lot, Unit, or Parcel and any improvements. The cost of same shall be added to and become part of the assessment on that specific Lot, Unit, or Parcel, and said cost shall be a lien upon said Lot, Unit, or Parcel with the same force and effect as the liens on Lots, Units, or Parcels for general assessments as provided in this Declaration and the Articles and By-Laws of the Association.

#### **ARTICLE IX: COVENANT FOR ASSESSMENTS**

Section 1. Assessments Established. Each Owner of any Lot, Unit or Parcel by acceptance of a deed to such Lot, Unit or Parcel whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

- (a) General Assessments, as defined in Section 2 of this Article; and
- (b) Special Assessments, as defined in Section 5 of this Article; and
- (c) Specific Assessments that are established pursuant to any provision of this Declaration, or as provided in Section 6 of this Article; and

(d) All taxes, if any, that from time to time as may be imposed upon all or any portion of the Assessments established by this Article.

(e) Each Qualified Owner of any Lot, Unit, or Parcel by acceptance of a deed to such Lot, Unit, or Parcel whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association, the Master Association, or a designee thereof, for the benefit of Citrus Hills Golf and Country Club, LLC;

- i. the dues, fees and/or assessments, as established by the Club, from time to time; and,
- ii. any and all special assessments, fines, or penalties, assessed by the Club, pursuant to its Articles, By-laws, Membership Plan, and Rules and Regulations, as amended from time to time; and,
- iii. All interest, late fees, and taxes, if any, that from time to time as may be imposed upon all or any portion of the dues, fees or assessments of the Club.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Lot, Unit, or Parcel against which each assessment is made as provided in Section 10 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot, Unit, or Parcel when such assessment became due.

**Section 2. Purpose of Assessments; General Assessments.** The assessments levied by the Association must be used exclusively to promote the recreation, health, safety, common good and welfare of the Owners and/or Residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration, and/or the Articles and By-Laws of the Association. In addition, assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures, and drainage easements. The Association may levy an annual (or monthly) general assessment ("General Assessment") to provide and be used for the operation, management, and all other general activities and expenses, including to provide for bulk cable and/or internet services of the Association, as set forth in this Declaration.

The Assessments paid to the Club (through the Association or Master Association) may not be used in a manner prohibited by the Club.

**Section 3. Initial General Assessment and Computation of General Assessment Factor.**

The initial General Assessment shall be:

- (a) \$250.00 per year, per Lot, Unit or Parcel, upon which there is no completed Dwelling (as determined by the issuance of a Certificate of Occupancy by a governmental entity). This amount may be billed annually or monthly;
- (b) \$195.00 per month, per Lot, Unit or Parcel, upon which there is a completed Dwelling.

The initial General Assessment amount shall remain in effect until a different General Assessment is determined.

The initial Assessment payable to the Club shall be \$1584.00, plus applicable sales tax, per year, per Lot, Unit, or Parcel, and will remain in effect until a different Assessment is determined as provided in the Club's Articles, By-Laws, Membership Plan, and Rules and Regulations, as properly amended from time to time. The Assessment amount shall be collected

as a General, Special, or Specific assessment, in accordance with the provisions of this Declaration.

**Section 4. Determination of General Assessment.** Except with regard to the initial General Assessment, the amount of the General Assessment shall be levied against each Owner by the Board of Directors and the Board shall make diligent effort to levy such assessment at least thirty (30) days in advance of the effective date of each change in the General Assessment. The General Assessment shall be based upon the annual budget adopted by the Board of Directors. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the respective General Assessment should be given to each respective Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The Board of Directors may determine the period for which the General Assessment applies and may provide that the General Assessment may be payable in equal quarterly or monthly installments without interest until delinquent, and pre-payable in whole at any time or times. In any event, the Board of Directors shall fix the date(s) that the General Assessment shall be due. The Board of Directors may modify the budget as necessary during the fiscal year, and fix a modified General Assessment in conformity therewith. If an adopted budget requires a General Assessment in any fiscal year exceeding one hundred fifty percent (150%) of the General Assessment for the preceding fiscal year, the Board of Directors, upon written application of Class A Members having at least ten percent (10%) of the votes of the entire membership (Class A and Class B, if any), shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Class A Member. At the special meeting, the Class A Members shall consider a substitute budget. The adoption of the substitute budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. If a meeting of the Class A Members has been called and a quorum is not attained or a substitute budget is not adopted, the budget previously adopted by the Board of Directors shall go into effect as scheduled. In addition, if the Board shall fail for any reason to adopt an annual budget and authorize a General Assessment prior to the beginning of the new fiscal year, the budget and the General Assessment for the previous fiscal year shall remain the same as the previous fiscal year, and shall continue in effect until a new budget and General Assessment is adopted.

**Section 5. Special Assessments.** In addition to the General Assessment, the Association may levy against each Owner in any fiscal year special assessments ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based, or for the purpose of providing bulk cable and/or internet services for each Lot, Unit, or Parcel on which there is a dwelling or dwelling unit(s), which has been issued a certificate of occupancy, and which has been conveyed by the developer.

**Section 6. Specific Assessments.** Any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration may also be assessed by the Association against such Owner's Lot, Unit, or Parcel after such Owner fails to pay such indebtedness when due and such default continues for thirty (30) days after written notice. This shall include, without limitation, any hazard insurance which may be purchased by the Association to insure the exterior portions of Dwellings and other structures, as decided by the Board.

**Section 7. Developer's Assessments.** Notwithstanding any provision of this Declaration or, the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Developer shall not be obligated for, nor subject to, any assessment for any Lot, Unit, or Parcel which it may own, provided the Developer shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources. The term "all sources" used in the previous sentence includes but is not limited to interest earned on Association deposits, revenues from the operation of Common Property, and the assessments levied against the Owners of Class A Lots, Units, and Parcels, other than the Developer. Such difference, herein called the "deficiency" shall not include any reserve for replacements, operating reserves, depreciation reserves, capital

expenditure or special assessments. The Developer may at any time give written notice to the Association prior to January 1 of any year, thereby terminating its responsibility for the deficiency effective as of the last day of February of such year, and waiving its right to exclusion from assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit, or Parcel owned by the Developer that has a completed Dwelling with a Certificate of Occupancy, shall thereafter be assessed at the same amount as Lots, Units, or Parcels owned by Owners other than the Developer.

Section 8. No Assessments for Common Property. The assessments provided for or created by this Article shall not apply to the Common Property of this Association or any other property dedicated to and accepted for maintenance by a public or governmental authority.

Section 9. Commencement of General Assessment. Payment of the General Assessment as to each Lot, Unit, or Parcel owned by an Owner other than the Developer commences, on a prorated basis, on the day of closing of the purchase of the respective Lot, Unit, or Parcel by the Owner from the Developer.

Payment of the Assessment, which is payable to the Club, as to each Lot, Unit, or Parcel owned by a Qualified Owner commences on the first day of being a Qualified Owner, with a pro-ration of the current Assessment, based on the day of becoming a Qualified Owner, and shall be paid to the Association or Master Association so that it may pay the obligation to the Club.

Section 10. Lien for Assessment. All sums assessed to any Lot, Unit, or Parcel together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot, Unit, or Parcel in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot, Unit, or Parcel provided such lien of a First Mortgage must be recorded prior to the recording of Notice of Lien by the Association for assessments. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot, Unit, or Parcel after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors or either, of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the Association's lien.

Section 11. Certificate. Upon demand, and for a reasonable charge, the Association or Club will furnish to any interested person a certificate signed by an officer of the Association or Club setting forth whether the General Assessment, and any Special Assessment, or Specific Assessment against a specific Lot, Unit, or Parcel have been paid and, if not, the unpaid balance(s).

Section 12. Remedies. Any Assessment not paid within the time frames established by the Association, Club, and this Declaration, from time to time, shall be subject to late fees, penalties, and interest until paid at the rate(s) established by the Association and Club; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. The Association or Club may bring an action at law against the Owner or Qualified Owner personally obligated to pay such Assessment, or foreclose its lien against such Owner or Qualified Owner's Lot, Unit, or Parcel. No Owner or Qualified Owner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the lien or its priority. Any Assessment not paid within thirty (30) days after its due date shall bear interest until paid at the rate of fifteen percent (15%) per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. In addition, a late fee equal to the greater of ten percent (10%) of the amount billed or \$15.00 shall be imposed for any assessment not paid within ten (10) days after its due date.

Section 13. Foreclosure. The lien for sums assessed pursuant to this Article IX may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot, Unit, or Parcel that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorated basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit, or Parcel foreclosed, or to acquire such Lot, Unit, or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot, Unit, or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 14. Subordination of Lien. Except where a Notice of Lien has been recorded in the public records prior to the recording of a valid First Mortgage, the lien for any assessment provided in this Article is subordinate to the lien of any such First Mortgage. Sales or transfer of any Lot, Unit or Parcel does not affect the assessment lien. The Association or Club may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any lienholder holding a lien on a Lot, Unit, or Parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 15. Homesteads. By acceptance of a deed to any Lot, Unit, or Parcel, each Owner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and the Association's lien has priority over any such homestead.

Section 16. Reserve Fund. The Association shall maintain a Reserve Fund to be used solely for making expenditure in connection with the Common Properties ("Reserve Fund"). The Board shall determine the appropriate level of the Reserve Fund based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose the amount of the General Assessment which shall be added to the Reserve Fund.

Section 17. Master Association. In addition to membership in the Association, every Owner shall be a member of the Master Association, subject to and bound by the Master Association's documents and other regulations. The Association shall, on behalf of the Master Association, have the power to levy and collect on its behalf as part of any general assessment an amount equal to the amount levied upon the Association, or any member of this Association, by the Master Association; provided that, all such action by the Association shall not violate the declaration, articles and by-laws of the Master Association.

Section 18. Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such service charge or fee incurred.

Section 19. Fines; Fining. There is appointed for the purposes of and with the powers hereafter expressed, a Fining Committee, made up of no less than three (3) Owners appointed by the Association's Board of Directors, who are not officers, directors, employees or the spouse, parent, child, or sibling of any officer, director, or employee of the Association. In the event of the death or resignation of any member of said Fining Committee, the remaining member(s) shall

have the full authority to approve or exercise the powers and authority of the Fining Committee, as hereafter provided or to designate a representative with like authority until such time as the Board of Directors appoints a new member to the Fining Committee. Neither the members of the Fining Committee, nor its designated representative(s), shall be entitled to any compensation for service performed to this Covenants. Nor shall they incur any liability for their actions or their failure to act.

The Association may levy a fine against any Owner for each violation of any provision of this Declaration, the By-Laws, or any rules or regulations promulgated by the Board, said fine(s) shall not exceed the greater of \$50.00 for the first offense, \$100.00 for a second similar offense. Prior to imposing any fine, the Owner shall be afforded an opportunity for a hearing before the Fining Committee after reasonable notice to the Owner of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws, or rules and regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. At the hearing, the Fining Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred. The Owner shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Fining Committee. If the Owner fails to attend the hearing as set by the Fining Committee, the Owner shall be deemed to have admitted the allegations contained in the notice to the Owner. If the Fining Committee determines that a violation occurred and warrants the imposition of a fine, it shall provide the Board of Directors and Owner with a Notice of Imposition of Fine. The Board of Directors may at the next duly called meeting of the Board of Directors, but not less than fourteen (14) days after providing Notice of Imposition of Fine to Owner, present a motion to impose the fine. No fine may be imposed unless it is approved by a majority of a quorum of the Board of Directors. Any fine imposed by the Board of Directors shall be due and payable within ten (10) days after written notice of the imposition of the fine. Any fine levied against an Owner shall be deemed a Specific Assessment, and if not paid when due, all of the provisions of this Declaration relating to the late payment of General Assessment shall be applicable. Notwithstanding the foregoing, the Association shall not have the right to impose any fine against Developer or its related designees.

Section 20. Declarant Exemption. Notwithstanding anything to the contrary, the Declarant or its successors or assigns shall not be obligated to pay to the Association any assessments, fees, or fines upon any of said Lots or Units owned by the Declarant which would otherwise be subject thereto. The Lots owned by the Developer or its successors or assigns may become subject to assessment upon the first conveyance of each such platted lot.

#### **ARTICLE X: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES**

The following provisions are intended for the benefit of each holder of a recorded First Mortgage encumbering a Lot, Unit, or Parcel (and the Dwelling thereon, if any) ("First Mortgagee") and the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot, Unit or Parcel ("Insurer or Guarantor") and the number or address of the Lot, Unit, or Parcel on which it has (or insures or guarantees) the First Mortgage, the Association shall undertake to furnish to each First Mortgagee, Insurer, or Guarantor, as the case may be, timely written notice of: 1) any condemnation of casualty loss that affects either a material portion of the Property or the Lot, Unit or Parcel securing its mortgage, 2) any 60-day delinquency in the Unit or Parcel on which it holds the mortgage, 3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and 4) any proposed action that requires the consent of a specified percentage of the First Mortgagees.

(b) Any First Mortgagee of a Lot, Unit, or Parcel who comes into possession of the said Lot, Unit, or Parcel pursuant to the remedies provided in the mortgage, or deed-in-lieu of

foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments and charges in favor of the Association against the mortgaged Lot, Unit, or Parcel which became due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the respective Lot, Unit, or Parcel, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Association has recorded a Notice of Lien in the public records prior to the recording of the applicable First Mortgage.

(c) Upon request in writing, each First Mortgage, Insurer, or Guarantor shall have the right;

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations, and the books and records of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the By-Laws or the Articles;

(v) or receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.

(d) No provision of this Declaration or the Articles of the Association or any similar instrument pertaining to the Property or the Lots, Units, or Parcels therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, Units, or Parcels and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers, or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

#### **ARTICLE XI: LIMITATION OF RESIDENTIAL CONTRACTORS/BUILDERS**

CHC shall be the exclusive residential contractor, or builder, upon the Lots, Units, and Parcels of the Property. No Dwelling may be constructed upon any Lot, Unit, or Parcel unless constructed by CHC.

#### **ARTICLE XII: DAMAGE, CONDEMNATION AND RESTORATION OF IMPROVEMENTS**

In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus the applicable Reserve Fund maintained by the Association, shall be sufficient to pay the cost of repair, restoration, or reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the applicable Reserve Fund shall be applied by the Board or the applicable Reserve Fund shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event the insurance proceeds and the applicable Reserve Funds are insufficient to reconstruct the damaged or

destroyed improvements to the Common Property and the Owners through a special assessment (or some other applicable means) and all other parties in interest do not voluntarily make provisions for reconstruction within one-hundred eighty (180) days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the Board shall determine whether the net proceeds of insurance policies shall be 1) considered revenue of the Association, or 2) divided among all Owners in proportion to their voting rights. If such distribution occurs when the Association has both Class A and Class B members, then such distribution shall be made on the basis as if all Owners are Class A members.

#### **ARTICLE XIII: TERMINATION OF THE DECLARATION**

At a meeting of all Owners called for such for such purpose, upon the affirmative vote of one hundred percent (100%) of all the Owners, the Owners may elect to terminate this Declaration and dissolve the Association in accordance with the provisions of the By-Laws. Within ten (10) days after the date of the meeting at which such action was approved, the Board shall give written notice of such action to Developer, all First Mortgagees, Insurers, and Guarantors entitled to notice under Article X of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments to perform all acts in manner and from as may be necessary to effect such termination and dissolution.

#### **ARTICLE XIV: OPERATION AND ACTION**

Section 1. **Operation.** The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.

Section 2. **Action by the Association.** All actions to be taken by the Association under this Declaration shall be taken by the Board of Directors without a vote of the membership unless a vote of the membership is specifically required by the terms of this Declaration, the Articles of Incorporation, or the By-Laws.

Section 3. **Action by the Club.** All actions to be taken by the Club under this Declaration shall be taken by the Club, or its designees, or assigns.

#### **ARTICLE XV: GENERAL PROVISIONS**

Section 1. **Enforcement.** Unless expressly provided otherwise, the Association, the Club, the Developer, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Owner's Lot, Unit, or Parcel as provided in Article IX. Failure by the Association or by any Owner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

The Southwest Florida Water Management District shall have the right to enforce, as required by law, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation, and repair of the surface water or stormwater management system.



Section 2. Amendment.

(a) So long as the Developer owns any of the Property, the Developer shall have the right to make reasonable modifications, changes, or cancellations to any or all of the provisions contained in this Declaration including, but not limited to, provisions relating to the Property subject to this Declaration, use restrictions, and Assessments, without the joinder or consent of the Owners, the Association, Institutional Mortgagees, or any other individual or entity, and the foregoing parties hereby waive any right to consent to such changes. Such changes may affect the entire Property or only specific portions of the Property, but shall be subject to applicable governmental approvals, or legal requirements of reasonableness.

(b) This Declaration may be amended by an instrument executed by the Association with the formalities from time to time required of a deed and approved by not less than two-thirds (2/3) of all Owners, and, if the Developer owns an interest in any Lot, Unit, or Parcel subject to this Declaration, the Association shall obtain the written consent of the Developer. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Association certifying that the requisite percentage of Owners approved the amendment, that the written consent of the Developer has been obtained, and such amendment document is recorded in the public records of Citrus County, Florida.

(c) Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, as required by law, must have the prior approval of the Southwest Florida Water Management District.

Section 3. Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth in Article X where applicable, Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee, or otherwise deal with first mortgages covering Lots, Units, or Parcels; (iii) to correct clerical or typographical errors in this Declaration; or (iv) to bring this Declaration into compliance with applicable laws, ordinances, or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, Unit, or Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2025.

Section 4. Severability. Invalidity of any particular provision of this Declaration by judgement or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

Section 5. Joinder. Should title to any Lot, Unit, or Parcel of the Property have been conveyed by Developer prior to the recording of this Declaration, such owners of Lots, Units, or Parcels by their signature to a Joinder shall be deemed to have joined with Developer in the recording of this Declaration and shall have subordinated their right, title, and interest in the Lot, Unit, or Parcel to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

Section 6. Covenant Running with Property. The Covenants and Restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and Owners, their heirs, successors and assigns, for a term of twenty-five (25) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years unless: (i) the Owners, along with the Club, upon the affirmative vote of the holders of ninety-five (95%) of the votes decide within six (6) months of such renewal date, not to renew these covenants and restrictions and a certificate executed by the president or vice-president and secretary of the Association certifying to such vote is recorded in the public records; or, (ii) the same requirements, without the Club, where the Club, its successors and assigns, shall fail to exist, or the Club, its successors and assigns shall no longer make available or offer memberships.

Section 7. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot," "Unit," or "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must," "should," and "will" have the same legal effect as the word "shall." This Declaration should be interpreted, construed, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots, Units, and Parcels by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 8. Mortgage and Sale of Common Property. The Association shall not abandon, partition, subdivide, encumber, sell, or transfer any Common Property owned by the Association without the approval of at least two-thirds (2/3) of the votes of the Class A members. If ingress or egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s).

Section 9. Performance of Association's Duties by Developer. Developer shall have the right from time to time, at its sole discretion, to perform at Developer's expense the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and General Assessment payable by the owners, provided, however, that any such performance on the part of Developer may be discontinued by Developer at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of the Developer.

Section 10. Rule Enforcement. All alleged violations and complaints to the Board of Directors, Architectural Control Committee, or the Community Association Manager should be in writing, signed, and dated.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by  
its duly President and Secretary on this 23<sup>rd</sup> day of January, 2019.

In the presence of the following witnesses:

**HAMPTON HILLS, LLC**, a Delaware  
limited liability company.

Witness: Cheryl Wisser  
Cheryl Wisser  
Hernando, FL 34442

By: Stephen A. Tamposi  
Stephen A. Tamposi, President

Witness: Heidi Spradley  
Heidi Spradley  
Hernando, FL 34442

By: Eric D. Abel  
Eric D. Abel, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of  
January, 2019 by Stephen A. Tamposi and Eric D. Abel, President and Secretary,  
respectively, of Hampton Hills, LLC, a Delaware limited liability company, on behalf of the  
company.

Executed and sealed by me at the State and County aforesaid, on the 23<sup>rd</sup> day of  
January, 2019.

(Seal)



Cathy Piche  
Notary Public

**EXHIBIT A**

The following described Lots, Units, Tracts or Parcels:

**Lots 1 through 83, of NASH CROSSING subdivision, as recorded in  
Plat Book 20, Pages 23 through 25, Public Records of Citrus  
County, Florida.**

**EXHIBIT B**

The following described Lots, Units, Tracts or Parcels:

None at this time.



**AMENDMENT TO RESTRICTIONS  
RECORDED IN OFFICIAL  
RECORDS BOOK 2960, PAGES 415 *ET SEQ.*,  
OF THE PUBLIC RECORDS  
OF CITRUS COUNTY, FLORIDA**

WHEREAS, Hampton Hills, LLC, a Delaware limited liability company, is the developer of various parcels of real property made, or to be made, subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Nash Crossing, recorded at O.R. Book 2960, Page 415 *et seq.*, *et al.*, which properties are situated in Citrus County, Florida;

WHEREAS, Hampton Hills, LLC, the Developer, desires to amend the Declaration to make the changes set forth herein; and,

WHEREAS, Hampton Hills, LLC, the Developer, does hold title to sufficient property as required by the Declaration of Covenants and Restrictions for Nash Crossing in order to amend Covenants by Article XV Section 2.

Now, THEREFORE, Hampton Hills, by and through its authority granted by the Declaration, does hereby record this amendment to the Declaration to amend and add paragraph xxi, to paragraph a, to Section 5, of Article II, to read as follows:

- xxi. Owner Maintenance.** The Lots and Units and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his property and the improvement thereon (whether vacant or occupied) in a neat and attractive condition, the ACB, its authorized agents or successors and assigns may, after ten days notice to such Owner, enter upon such property repair, maintain, or restore the improvement. This requirement to maintain the property expressly includes, without limitation, the obligation for each owner to keep his or her driveway free of dirt, mold, and mildew. The ACB, its authorized agents or successors and assigns is hereby authorized to enter upon the property to conduct such actions when and often as the same is necessary in its judgement to maintain the property in a fashion contemplated by this Declaration. The owner of any such property shall be personally liable to the Association for the cost of any such repairs and maintenance, which costs shall be added to and become a part of the assessment, to which said Lot or Unit is subject.

Now, THEREFORE, Hampton Hills, by and through its authority granted by the Declaration, does hereby record this amendment to the Declaration to amend and restate in its entirety paragraph f, of Section 1, of Article VI, to read as follows:

**(e) Maintenance of Common Property and Other Portions of the Property:** Unless otherwise limited or specifically described elsewhere herein or in Exhibit B hereto, the Association shall maintain all Common Properties and all improvements thereon in good condition at all times. This burden shall expressly include the responsibility for maintaining the roads and drainage areas which may be given, by declaration, dedication, easement, or deed, to the Association. This burden shall also expressly include the re-painting of exterior walls of all Dwellings which may be needed due only to normal wear and tear.

The Association may, in the sole discretion of the Board of Directors, establish a schedule to maintain aesthetically clean roofs within the association (i.e., mildew removal and/or prevention) at its own cost, or with reimbursement from the Unit Owner.

If pursuant to any easement, deed, or dedication, the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owner(s) of such Property. In such event, where applicable, the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property. To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of Citrus County, Florida, and may be made in connection with an agreement with any Owner, the Developer, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of such Property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other individual, corporation, partnership, trust, or other legal entity, including any governmental authority, to share in the maintenance responsibility of any portion of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. Notwithstanding the foregoing, if any Owner, or their guests or invitees, damages any Common Property or any improvement thereon, such Owner shall be liable to the Association for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the Association's insurance.

In all other respects the restrictions are confirmed by the Developer, Hampton Hills.



IN WITNESS WHEREOF, Hampton Hills, LLC, a Delaware limited liability company, has  
hereunto set its hand this 15<sup>th</sup> day of October, 2019.

J. Garrelts  
Witness name: Jodi Garrelts  
City, State: Hernando, FL

Cathy R. Der  
Witness name: Cathy R. Der  
City, State: Hernando, FL

Hampton Hills, LLC,  
a Delaware limited liability company

By: Stephen A. Tamposi  
Stephen A. Tamposi, President

By: Eric D. Abel  
Eric D. Abel, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi, as President of Hampton Hills, LLC, a Delaware limited liability company and Eric D. Abel, as Secretary of Hampton Hills, LLC, a Delaware limited liability company, personally known to me to be the persons described in and who executed the foregoing instrument, and who did take an oath.

WITNESS my hand and official seal, this 15<sup>th</sup> day of October, 2019.



Heidi Spradley  
Notary Public



**AMENDMENT TO RESTRICTIONS  
RECORDED IN OFFICIAL  
RECORDS BOOK 2960, PAGES 415 *ET SEQ.*,  
OF THE PUBLIC RECORDS  
OF CITRUS COUNTY, FLORIDA**

WHEREAS, Hampton Hills, LLC, a Delaware limited liability company, is the developer of various parcels of real property made, or to be made, subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Nash Crossing, recorded at O.R. Book 2960, Page 415 *et seq.*, *et al.*, which properties are situated in Citrus County, Florida;

WHEREAS, Hampton Hills, LLC, the Developer, desires to amend the Declaration to make the changes set forth herein; and,

WHEREAS, Hampton Hills, LLC, the Developer, does hold title to sufficient property as required by the Declaration of Covenants and Restrictions for Nash Crossing in order to amend Covenants by Article XV Section 2.

Now, THEREFORE, Hampton Hills, by and through its authority granted by the Declaration, does hereby record this amendment to the Declaration to amend and add paragraph xxi, to paragraph a, to Section 5, of Article II, to read as follows:

- xxi. Owner Maintenance.** The Lots and Units and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his property and the improvement thereon (whether vacant or occupied) in a neat and attractive condition, the Association, the ACB, their authorized agents or successors and assigns may, after ten days notice to such Owner, enter upon such property repair, maintain, or restore the improvement. This requirement to maintain the property expressly includes, without limitation, the obligation for each owner to keep his or her roof and driveway free of dirt, mold, and mildew. The Association, the ACB, their authorized agents or successors and assigns are hereby authorized to enter upon the property to conduct such actions when and often as the same is necessary in its judgement to maintain the property in a fashion contemplated by this Declaration. The owner of any such property shall be personally liable to the Association for the cost of any such repairs and maintenance, which costs shall be added to and become a part of the assessment, to which said Lot or Unit is subject.

Now, THEREFORE, Hampton Hills, by and through its authority granted by the Declaration, does hereby record this amendment to the Declaration to amend and restate in its entirety paragraph f, of Section 1, of Article VI, to read as follows:

**(e) Maintenance of Common Property and Other Portions of the Property:** Unless otherwise limited or specifically described elsewhere herein or in Exhibit B hereto, the Association shall maintain all Common Properties and all improvements thereon in good condition at all times. This burden shall expressly include the responsibility for maintaining the roads and drainage areas which may be given, by declaration, dedication, easement, or deed, to the Association. This burden shall also expressly include the re-painting of exterior walls of all Dwellings which may be needed due only to normal wear and tear.

If pursuant to any easement, deed, or dedication, the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owner(s) of such Property. In such event, where applicable, the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property. To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of Citrus County, Florida, and may be made in connection with an agreement with any Owner, the Developer, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of such Property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other individual, corporation, partnership, trust, or other legal entity, including any governmental authority, to share in the maintenance responsibility of any portion of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. Notwithstanding the foregoing, if any Owner, or their guests or invitees, damages any Common Property or any improvement thereon, such Owner shall be liable to the Association for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the Association's insurance.

In all other respects the restrictions are confirmed by the Developer, Hampton Hills.

[SIGNATURES AND NOTARY ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Hampton Hills, LLC, a Delaware limited liability company, has  
hereunto set its hand this 22 day of November, 2019.

Jodi Garrelts  
Witness name: Jodi Garrelts  
City, State: Hernando, FL

Eric D. Abel  
Witness name: 11/22/19  
City, State: Hernando, FL

Hampton Hills, LLC,  
a Delaware limited liability company

By: Stephen A. Tamposi  
Stephen A. Tamposi, President

By: Eric D. Abel  
Eric D. Abel, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi, as President of Hampton Hills, LLC, a  
Delaware limited liability company and Eric D. Abel, as Secretary of Hampton Hills, LLC, a Delaware  
limited liability company, personally known to me to be the persons described in and who executed the  
foregoing instrument, and who did take an oath.

WITNESS my hand and official seal, this 22 day of November, 2019.

(SEAL)



Heidi Spradley  
Notary Public

