

AMENDED TO AND
COMPLETE RESTATEMENT
OF
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TERRA VISTA PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 7th day of FEBRUARY, 2017, by Hampton Hills, a Delaware LLC ("Developer"), joined by TERRA VISTA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") f/k/a Hampton Hills Master Property Owners Association, Inc.

WITNESSETH:

WHEREAS, Developer is the owner of all that real property located in Citrus County, Florida, and legally described in "Exhibit A", attached hereto and made a part hereof; and

WHEREAS, it is the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety (any safety and security provisions are only as a means of supplementing governmental agencies and expressly are not provided as a guarantee of safety or security to the Members or their guests) and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth; and,

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE 1
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Control Board" or "A.C.B." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction and maintenance of Improvements within the Property.

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TERRA VISTA PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 17th day of FEBRUARY, 2017, by Hampton Hills, a Delaware LLC ("Developer"), joined by TERRA VISTA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") f/k/a Hampton Hills Master Property Owners Association, Inc.

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ARTICLE 1
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Control Board" or "A.C.B." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction and maintenance of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Parcel within the Property for the purposes, and subject to the terms, set forth herein.

1.4 "Association" shall mean and refer to the TERRA VISTA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

1.5 "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

1.6 "By-Laws" shall mean and refer to the by-laws of the Association as they may exist from time to time.

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "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, in any amendment or supplement to this Declaration, in any deed, or dedicated to the Association on the recorded plats of the Property, and (iv) the property encompassed by any Southwest Florida Water Management District surface water management permit. Common property may or may not constitute a portion of the Property, it may be part of a dedicated right-of-way or easement, and it may be added to or reduced at any time by amendment pursuant to this Declaration.

1.9 "County" shall mean and refer to Citrus County, Florida.

1.10 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1.11 "Developer" shall mean and refer to Hampton Hills, LLC, a Delaware LLC, and its designated successors and assigns.

1.12 "Dwelling" shall mean and refer to a single family dwelling.

1.13 "Dwelling Unit" or "Unit" shall mean and refer to a dwelling unit within the Property, which is part of a structure designed for multi-family use.

1.14 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, wall, fence, sign, paving, grading, swimming pool, jacuzzi, spa, patio, tennis court or screen enclosure or screening of any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting, landscaping, landscape device or object or any and all types of structures or

improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.

1.15 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company approved by Developer, any government, governmental agency, or Developer, which holds a first mortgage or lien of public record on any Parcel, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors.

1.16 "Lot" shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling.

1.17 "Member" shall mean and refer to a member of the Association.

1.18 "Owner" or "Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.19 "Parcel" shall mean and refer to a Lot, Dwelling Unit and/or to a Lot and all Improvements located thereon.

1.20 "Property" shall mean and refer to that real property from time to time legally described in "Exhibit A", attached hereto and made a part hereof, as may be amended from time to time.

1.21 "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.

ARTICLE 2 SUBJECT TO THIS DECLARATION

2.1 Property. The Property subject to this Declaration upon the recordation hereof in the Citrus County Public Records is the property described in "Exhibit A" attached hereto and made a part hereof, and may be amended from time to time.

2.2 Additional Property. Developer may, at any time and from time to time, subject additional property or modify the property subject, to this Declaration, regardless of where such property is located, without limitation, by recording in the public records of Citrus County an amendment to this Declaration, describing such additional or modified property and setting forth any additional restrictions, voting rights, maintenance requirements, user fees, dues or other provisions pertaining to such property. Notwithstanding the fact that the Developer's submission of additional property to the Declaration may

result in an overall increase of Assessments attributable to each Parcel, or may result in an overall increase on the total number of votes or Member in the Association, nonetheless such amendment(s) by Developer shall not require the joinder or consent of the Trust, the Association, other Owners or mortgagees of any portion of the Property, or any other person or entity. Any property submitted to the Declaration pursuant to the terms hereof shall be included in the term "Property", and shall be part of Terra Vista Property Owners Association, Inc., regardless of where such property is located.

2.3 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 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.

ARTICLE 3 TERRA VISTA PROPERTY OWNERS ASSOCIATION, INC.

3.1 Formation. At or prior to the time of the recording of this Declaration, Developer has caused the Association to be formed, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and function as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the By-Laws of the Association, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, (1993) (the "Florida Not for Profit Corporation Act"), in existence as of the date of recording the Declaration in the public records of the County.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Parcel, filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Parcel conveyed shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of Parcel(s) subject to this Declaration, with the exception of the Special Member. No person or entity holding an interest of any type or nature whatsoever in a Parcel only as security for the performance of an obligation shall be a Member. Developer, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the voting rights and Assessments attributable to such property. The Special Member shall be a Member of the Association for the limited purposes set forth herein.

3.3 Voting. Each Member, including Developer, shall be entitled to one (1) vote for each Parcel or Lot owned by such member or Developer as to matters on which the membership shall be entitled to vote (as set forth herein), which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the Association. Any member or Developer who owns more than one (1) Parcel or Lot, shall be entitled to exercise or cast one (1) vote for each such Parcel or Lot. When more than one (1) person owns a Parcel or Lot, all such persons shall be Members of the Association; provided, however, in no event shall more than one (1) vote be cast with respect to each Parcel. If more than one (1) person, a corporation, or other entity owns a Parcel, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Parcel. If the certificate is not on file and there has been an objection filed by one of the named owners, the Owner(s) shall not be qualified to vote nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Parcel or Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorize to cast votes for said Parcel, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the member, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Parcel at the meeting, in which case the certificate requirements set forth above shall apply. Developer, by including additional property within the imposition of this Declaration, may designate the voting rights appurtenant to such property.

Developer hereby designates the voting rights appurtenant to the unplatted Property (described in "Exhibit A" of the Declaration), at the same proportion as now-current land use approvals. Specifically, Single Family Cluster shall vote six votes for each of the 312 acres hereby subjected (totaling 192 votes) and Multi-Family Low Density shall vote eight (8) votes for each of the 88 acres hereby subjected (totaling 704 votes. However, as and when the unplatted property described in "Exhibit A" is finally platted, the voting rights appurtenant to such newly-platted property shall be re-designated as one (1) vote for each Parcel or Lot actually platted, and no longer be entitled to the voting rights designated by this paragraph.

3.4 Administration of the Association. The affairs of the Association shall be administered by its Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and the By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Developer, without Developer's prior written approval; and provided further that no amendment, alteration or rescission may be made which adversely affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected, and provided further that no amendment, alteration or rescission of the Articles of Incorporation or the By-Laws shall be made without the Association's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is

not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment or fine, or in violation of any provision of this Declaration or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of an Association Member.

3.6 Control by Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association until Developer has closed the sale of more than 90% of the Parcels within the Property, or until such earlier time as is determined in writing by Developer in Developer's sole discretion, or as may be determined by law. At the time of turnover of control of the Association, the Association shall record a Notice of Turnover executed by the Developer, in the public records of the County. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Control Board and to approve the appointment of all officers of the Association, however, when Owners other than Developer own 20% or more of the Parcels in the Property, they shall be entitled to elect one member to the Board of Directors of the Association. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Association, that are within the normal course of development of the Property, Developer may, at its option, assign its obligations under these agreements to the Association, and in such event the Association shall be required to accept such obligations. The Developer shall always have the right to appoint one member to the Board of Directors at the annual meeting until such time as Developer no longer holds the title to any portion of the Property.

After turnover of control of the Association, for so long as Developer owns or holds title to one or more Parcels, no action shall be taken or decision adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property or on the condition or appearance of the Property without the prior written consent of the Developer. The Board shall submit such decisions and actions to the Developer, for approval. The Developer shall approve or disapprove such decisions and actions within thirty (30) days after receipt thereof. In the event the Developer fails to act within such time period, such failure shall be deemed approval by the Developer.

ARTICLE 4 ASSESSMENTS AND FINES

4.1 Creation of a Lien and Personal Obligation of the Assessments. The Developer covenants, and each Owner of each Parcel shall, by acceptance of a Deed or by the execution of an Agreement for Deed, whether it shall be so expressed in such Deed or Agreement for Deed, be deemed to covenant and agree to pay the Association: (1) annual assessments, hereinafter referred to as "annual assessments" and (2) special assessments, hereinafter referred to as "special assessments". Such annual and special Assessments shall be established and collected as hereinafter provided.

4.2 Purposes of the Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of the rights-of-way located within the properties (to the extent not provided for by municipal, county, or state and federal government), provide for the staff and expenses, if any, of the Architectural Control Board and the enforcement of the Declarations hereby imposed, provide

security service to the properties, to maintain the clubhouse, if any, and grounds thereof and such other services or property which the Association is authorized to provide.

The Association is hereby authorized and required to maintain the "Common Property", which is described on "Exhibit B" to the Declaration. 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, conveyances 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.

4.3 Determination of Annual Assessments.

The Annual Assessment shall be based upon the annual budget adopted by the Board of Directors, divided by the 1728 platted residential lots within the Property as of January 1, 2016, plus those lots 1) which have been platted after January 1, 2016; 2) made subject to this Declaration and; 3) are conveyed by the Developer. The lots owned by the Developer or its successors or assigns may become part of the budget calculation upon the first conveyance of each such future platted lot.

The Annual Assessment may not be increased more than ten (10%) percent above the previous year's Annual Assessment, except by a vote of the Members who are voting in person or by proxy at a Special Meeting duly called for this purpose, although such action may be taken at the Annual Meeting of the Members if prior notice thereof is given to the membership with the intention to request an increase above that amount for the next year.

4.4 Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of levying an Annual Assessment shall be sent to all Members not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first of such meeting called, the presence of Members or proxies entitled to cast 35 percent (35%) of all votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.5 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided herein shall commence on January 1, 1995. The amount of the Annual Assessment for the first year shall be \$100.00. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot or Unit at least thirty (30) days in advance of each Annual Assessment period, subject to the provisions of Section 4.3 above. Written notice of the Annual Assessment shall be sent to every Owner. The due date(s) and time for payment(s), which may be monthly, quarterly, semi-annually, or annually, shall be established by the Board of Directors. The Association shall, upon demand, furnish a

certificate, signed by an officer of the Association, setting forth whether the Assessments on a specific Lot or Unit have been paid. Persons acquiring Lot(s) or Unit(s) from the Developer or its successors or assigns shall be subject to pay the pro rata share of the Annual Assessment imposed on the Lot or Unit.

4.6 Special Assessments. In addition to the annual assessment, the Association may levy against any/several owners in any fiscal year, special assessments 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 annual budget on which the annual assessment was based.

4.7 Collection of Assessment; Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the Assessments are not paid on the date when due, then such Assessments shall become delinquent and shall, together with such interest thereon, applicable late fees, and the cost of collection thereof, as hereinafter provided, thereupon be a continuing lien on the Parcel against which each assessment was made. Any individual who acquires title to a Parcel upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Parcel.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date when due at the highest rate permitted by law. In addition, a late fee of fifteen dollars (\$15.00) shall be imposed for any assessment not paid within ten (10) days after its due date. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same or may record a claim of lien against the Parcel(s) on which the Assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, reasonable attorney's fees, the costs of preparing and filing the claim of lien, the cost of the complaint in such action, and the costs of litigation thereon, including appellate fees.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder.

4.8 Subordination of the Lien to Mortgages. The lien of Assessments provided for in this Article 4 shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid Assessments, and shall be subordinate to the Developer's position as mortgagee by virtue of Developer's land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee, including the Developer (who is in a mortgagee position by virtue of its land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage), that has acquired title by deed in lieu of foreclosure, cancellation or other termination of interest, and all persons claiming by through or under such purchaser or mortgagee shall hold title subject only to the liability and lien of any assessment becoming due after such foreclosure, conveyance in lieu of foreclosure, cancellation or other termination

of interest. Any unpaid Assessment which cannot be collected as a lien against any Lot or Unit by reason of the provision of this Section, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots and Units including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.9 Notwithstanding Anything to the Contrary. The Developer or its successors or assigns shall not be obligated to pay to the Association any Assessments or fees upon any of said Lots or Units owned by the Developer which are subject thereto.

4.10 Exempt Property. The following property shall be exempt from the payment of all Assessments, for so long as it remains in this status:

4.10.1 All property dedicated to, or owned by, the Association.

4.10.2 Any portion of the Property dedicated to the County.

4.10.3 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

4.10.4 Any portion of the Property designated as Utility Parcels on any plat(s) of the Property.

4.11 Additional Golf Course Assessments for Certain Skyview Golf Course Frontage Properties in Terra Vista. Notwithstanding anything contained herein to the contrary, each of the residential lots listed in "Exhibit C" shall be assessed an additional fee in the amount of \$500.00 per year (herein "Golf Course Assessment"). The amount of this Golf Course Assessment may be raised or lowered annually by the owner(s) of Skyview Golf Course and may only be adjusted upon the owner's showing of substantial change in the costs for which the fees are collected. Specifically, the Golf Course Assessment may be used by the golf course owner(s) for maintaining, landscaping, repairing, trimming, mowing, irrigating, seeding, and fertilizing the golf course tract(s) adjacent to those subject lots.

The Developer covenants, and each Owner of each of the subject lots shall, by acceptance of a deed, whether it shall be so expressed in such deed, be deemed to covenant and agree to pay the owner(s) of Skyview golf course the Golf Course Assessment. Such assessments shall be collected by the owner(s) of Skyview golf course directly from the owners of the subject lots. If the Golf Course Assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with the Florida statutory rate of interest thereon and fees and costs of collection thereof, thereupon be a continuing lien on the lots against which said assessment was made. Any individual who acquires to a lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Golf Course Assessments with respect to such lot.

If the Golf Course Assessment is not paid within thirty (30) days after the due date, the Golf Course Assessment shall bear interest from the date when due at the highest rate permitted by law, and the owner(s) of Skyview golf course may bring an action at law or in equity against the Owner personally obligated to pay the same, or may record a claim of lien against the lot on which the Golf Course Assessment is unpaid, or may foreclose the lien against the lot on which the Assessment is unpaid, or

pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, reasonable attorney's fees, and the costs of preparing and filing the claim of lien, the complaint in such action, and the costs of litigation thereon, including appellate fees.

4.12 Unplatted/Undeveloped Property. The Owner of the unplatted Property made subject to this Declaration shall pay \$50.00, per year, for every full acre of such Property as full compensation for its assessment obligation. However, as and when such unplatted Property is finally developed and platted, its assessment obligation shall be treated as all other similarly platted residential Parcels and no longer subject to this Section.

ARTICLE 5 MAINTENANCE OF PROPERTY

5.1 Dwelling Owner Responsibility. The Owner of each Dwelling shall be responsible for maintenance of all interior and exterior areas of his Dwelling, and other Improvements, located on his Lot including, without limitation, any landscaping, patio, terrace or similar area adjacent to such Dwelling. The expense of any maintenance, repair or construction of the Common Property necessitated by the negligent or willful acts of an Owner, or his invitees, licensees, family or guests, shall be borne solely by such Owner, and his Dwelling shall be subject to an individual Assessment for such expense.

5.2 Association Responsibility. The Association shall, either by virtue of appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance of all the Parcels and the Common Property dedicated to it on the plat of any portion of Property, or as otherwise established by other legal documentation affecting the Property.

5.2.1 The Association shall be responsible for the maintenance of a Parcel when it is determined by the Association in its sole and absolute discretion, that the Owner thereof has failed or refused to perform said maintenance, the expense of which will be borne by the Owner of said Parcel, and the Parcel shall be subject to an individual Assessment for such expense.

5.2.2 Developer, its parents, subsidiaries, affiliates, their successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: Attorneys, accountants, bookkeepers, gardeners, and laborers, as the Developer may deem necessary in order to maintain the property described herein. No management agreement between the Association and Developer or its parents, subsidiaries, affiliates, or their successors and/or assigns shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers, or agents of Developer, or its parents, subsidiaries or affiliates or their successors and/or assigns are officers, directors and/or employees of the Association.

5.3 Maintenance of Additional Property. As additional property, including without limitation

Parcels and Common Property, is subjected to this Declaration, the Developer shall have the absolute right to change, amend, or alter the maintenance provisions and to add maintenance provisions for such additional property as deemed appropriate by Developer in its sole and absolute discretion.

5.4 Unplatted Properties. The Owner of unplatted property described in "Exhibit A", attached hereto, shall maintain the unplatted property in a natural condition; provided however, so long as such property is part of an active Forest Management Plan, Owner shall be required to maintain the unplatted property in a condition consistent with such Forest Management Plan.

ARTICLE 6
USE RESTRICTIONS

The following use restrictions shall apply to all Parcels located within the Property:

6.1 Restrictions on Use of Parcels and Common Property.

6.1.1 Residential Use.

6.1.1.1 No Parcel shall be used except for residential purposes and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height as permitted by County Zoning laws.

6.1.1.2 No structure or any part thereof on a Lot shall be used for any purpose except as a private dwelling for one family; nor shall business of any kind or noxious or offensive activity be carried upon any Parcel; nor shall anything be done on or within any Parcel which may be or become an annoyance or nuisance to the neighborhood.

6.1.1.3 No trailer, tent, shack, garage, barn or other outbuilding erected on a Parcel covered by these Covenants shall, at any time, be used for human habitation. Only passenger automobiles, vans and light pick-up trucks, as hereafter defined, may be parked overnight or adjacent to the Parcel, and then only as permitted by this Declaration. Boats, trailers, motor homes, recreation vehicles, mobile homes, campers, and commercial vehicles shall not be parked overnight or adjacent to a Parcel, except that a recreational vehicle or motor home may be brought upon the Parcel for a single visit for loading and unloading purposes only, but in no case may this period be for more than eighteen (18) continuous hours in a one (1) month period, and never between the hours of 12:00 midnight and 6:00 a.m. The following definitions shall apply to this section:

6.1.1.3.1 "Passenger Automobiles" means those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans which do not exceed eighteen (18) feet in length. It also means certain enclosed utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover, and similar vehicles, provided they are in a condition similar to that which existed when sold by the manufacturer, and specifically excluding any of the stated vehicles which have been modified by increasing their height, adding off-road tires, roll bars, and similar apparatus unrelated to conventional passenger use of the vehicle.

6.1.1.3.2 "Vans and Light Pick-up Trucks" means vehicles with a one (1) ton-rated, or less, weight carrying capacity, and which do not exceed twenty-two (22) feet in length, which is used solely as a passenger vehicle and not as a "commercial vehicle", as that term is defined hereafter. Vans and pick-up trucks, or other trucks not contemplated by this section, are specifically prohibited.

6.1.1.3.3 "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use, excluding cabinet or tool boxes on permitted vehicles.

6.1.1.3.4 "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

6.1.1.3.5 "Mobile homes" means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed, or used as a permanent dwelling.

6.1.1.3.6 "Motor homes" or "Recreation Vehicles" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities, shall be considered motor homes.

6.1.1.3.7 "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

6.1.1.3.8 "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

In addition to the aforestated restrictions, no vehicle which is not currently licensed or cannot operate on its own power shall remain upon a Lot or Unit for more than seven (7) consecutive days. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida, or other state as the case may be. A vehicle which has not been moved from the same spot for fifteen (15) consecutive days shall be presumed to be unable to operate on its own power.

Notwithstanding the foregoing vehicle restrictions, and parking regulations above-described in this Section 6.1.1.3, service vehicles may be temporarily parked in designated parking areas during the time they are actually servicing improvements upon a Parcel, but in no event overnight except in the case of an emergency, and any of the motor vehicles, trailers, or other vehicles which are otherwise prohibited by

virtue of these restrictions may be parked inside the garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to and from the Parcel.

Additionally, vehicle maintenance is not permitted upon or adjacent to any Parcel. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, engine maintenance or repair, body maintenance or repair. Washing vehicles is permitted. Cleaning the interior of the vehicle, waxing and checking fluid levels is also permissible. Emergency repairs to vehicles such as changing a flat tire is likewise allowed.

6.1.1.4 Any electrical or mechanical equipment, if visible from a road right-of-way, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material, and color to the structure. Digital satellite system and/or wireless cable television reception dishes larger than twenty-four inches (24") in diameter are not permitted. Digital satellite systems and/or cable television reception dishes twenty-four inches (24") or less in diameter are expressly allowed, provided that any such qualifying reception dish must be installed so as to be harmoniously screened from the road right-of-way and neighboring properties.

6.1.1.5 Postlamps shall be required to be installed at the time of construction of the residence on the Lot subject to these restrictive covenants. The postlamps shall be installed in the front yard only, of the respective lot. The design of the postlamp shall be approved by the A.C.B. Postlamps shall be controlled by a photo-electric cell or similar device in order that they are automatically controlled. It shall be the obligation of the Owner to maintain the postlamp in an operable condition in order that the lamp will be lit from dusk until dawn.

6.1.1.6 When exterior lighting is placed or constructed on any Lot, the lighting will be screened, focused or directed in such direction so as not to disturb adjoining property owners or create an annoyance or nuisance.

6.1.1.7 No garage, estate, or yard sales shall be permitted on, or affiliated with, any Parcel.

6.1.2 Commercial Activities. No drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any Parcel or any part thereof, except those uses made by Developer, and those which are expressly authorized in writing by the Developer .

6.1.3 Pets. Parcel Owners may keep as pets, dogs and cats; provided that no such pets are kept, bred or maintained for any commercial purpose. All pets shall be under the control of a responsible person at all times when the pet is outside of a Dwelling. The pet owner shall be responsible at all times for cleaning up and removing all excrement after a pet relieves itself while on the Property and for appropriately disposing of said excrement using the sanitary containers on said Owner's Parcel. The Board of Directors shall have the right to order the removal of any pet which is considered a nuisance, in

the Board's sole and absolute discretion. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

6.1.4 Fines for Violations. The Association shall have the right to levy reasonable fines against Owners for parking violations by the Owners or their family members, guests, invitees, licensees, employees or agents and such fines shall be treated as individual Assessments and shall be collectible as such and the Association shall have all rights as set forth in Article 4 of this Declaration, including, without limitation, lien rights against the Owner.

6.1.5 Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Developer for development, construction or sale of property, or to Owners, their contractors and employees, during construction of a Dwelling on the Owner's Lot.

6.1.6 Roof Material. No residential structure shall be constructed or maintained upon any Lot, unless the roof of such structure shall be constructed of tile, or other similar material, as determined by the A.C.B.

6.1.7 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owner shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on his Parcel.

6.1.8 Outside Displays. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Parcel, nor shall he place any furniture or equipment including, but not limited to, any swing sets, basketball hoops or lawn ornaments outside his Dwelling, without the prior written consent of the A.C.B., except that the consent of the A.C.B. shall not be required with respect to the use of lawn furniture or barbecue grills in the back yard of a Lot, nor shall it be required with respect to the Developer. Furniture or equipment including, but not limited to, lawn furniture and barbecue grills, placed outside a Dwelling shall be removed so as not to interfere with the maintenance obligations of the Association.

6.1.9 Antennae. No radio, television or other electronic antennae, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Common Property or the exterior of any Parcel (unless installed by Developer, the Association, or the Trust on its Lot 14, Hampton Hills First Addition), except as restricted in paragraph 6.1.1.4.

6.1.10 Subdivision of Lots. No Lot shall be re-subdivided by an Owner to form a lot smaller than a platted Lot; provided, however, that two or more entire Lots may be combined to form a larger lot, or lots with the prior written approval of the A.C.B.; such larger lot(s) shall then be defined as the "Lot" for purposes of this Declaration.

6.1.11 Access to Parcels. Whenever the Association is permitted or required by this Declaration to enter any Parcel for the purpose of correction, repair, cleaning, clearing, mowing, or in the event of an emergency, or any other required or permitted activity, such entrance shall not be deemed a trespass.

6.1.12 Signs. For purposes of this Declaration, "sign" shall include, but not be limited to flags, banners, pennants, posters, bulletins, placards or any other manner of device designed to communicate information or images, whether inside or outside an Improvement. No sign shall exceed twelve (12") inches by eight (8") inches in size, and each Parcel will be limited to one sign, which shall be placed at least five (5') feet from the front and side Lot lines. All signs shall be placed on one post which may not exceed one (1") inch in diameter and shall be painted flat black in color. No part of the sign or post may be taller than forty-eight (48") inches from the ground. No sign shall include the price being asked by the Owner.

Other than one sign specifically advertising that the Parcel is for sale, and within the dimensions and restrictions designated herein, no sign may be erected on any Parcel, in any manner of display, without the advance written consent of the A.C.B. The A.C.B. may give such consent, as well as variances from the dimensions, only for health and safety reasons of the subject Parcel Owner (e.g., Deaf children in area). The Developer and/or the A.C.B. shall have the right to remove signs which fail to comply with this section if the Owner of the property on which the sign is located fails to remove it within twenty-four (24) hours of a request for removal by the Developer, the A.C.B. or its representative.

Notwithstanding any provision to the contrary, the Developer or its successors and assigns may approve the erection of any sign or signs at any of its properties or buildings located throughout the Property.

6.1.13 Maintenance of Parcels. All Parcels shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an Owner fails to maintain his Parcel as aforesaid for a period of five (5) days, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse or unsightly debris and/or growths from any Parcel deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Property; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such parcel before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate allowed by the civil usury laws of the State of Florida shall be charged to the Owner as an Individual Assessment and shall become a lien on the subject Parcel, which lien shall be effective, have priority and be enforced as an individual Assessment, pursuant to the procedures set forth in Article 4 of this Declaration.

6.1.14 Refuse Containers. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in area, so they are not visible from the Street, from adjoining Parcels, or from the Common Property.

6.1.15 Wells and Independent Water and Sewer Systems. No owner shall be permitted to construct or maintain any septic tanks, sewer, or water supply systems or wells on any portion of a Parcel, other than those in accordance with plans approved by the Association. However, the Developer may require septic tanks or independent wells upon certain designated Lots, to be determined by the Developer in its sole and absolute discretion. The foregoing prohibition shall not apply to the Developer.

6.1.16 Streets. No title to any land in any Street is intended to be conveyed or shall be conveyed to the grantee of a Parcel under a deed, or to the purchaser of a Parcel under any contract, unless expressly so provided in such deed or contract from Developer.

6.1.17 Laundry. No portion of a Parcel shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from the Street, or from adjoining Parcels.

6.1.18 Air Conditioners. All window or wall air conditioning units are prohibited.

6.1.19 Underground Utilities. All secondary electrical conduits and hook-ups shall be kept underground. No above ground wires of any kind shall be permitted.

6.1.20 Mailboxes and Newspaper Boxes. No mailboxes or newspaper boxes may be installed or maintained on any Parcel without the prior written approval of the A.C.B.

6.1.21 Emergencies. Dwellings may be boarded up only when there is an imminent threat of a storm. In no event shall any Dwelling be boarded up for any period of time after the imminent threat of a storm has passed. No hurricane or storm shutters shall be installed or maintained unless they are first approved, in writing, by the A.C.B.

6.1.22 Storage Areas. All exterior storage areas and service areas shall be screened from view from the Street, and from adjacent Parcels by an enclosure, fence, wall, or landscaping.

6.1.23 Outside Lighting. The location, size, color and design of all lighting fixtures or similar equipment used outside of a Dwelling must be approved by the A.C.B.

6.1.24 Additional Protective Covenants. Developer may include in any contract or deed for any Parcel, additional protective covenants and restrictions not inconsistent with those contained herein.

6.1.25 Developer. The foregoing use restrictions set forth in this section 6.1 shall not apply to the Developer.

6.2 Rules and Regulations. No person shall use the Common Property or any Parcel, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association whether or not such rules and regulations are restated herein in whole or in part.

6.3 Restrictions on Use of Additional Property. As additional property, including without limitation, Parcels and Common Property, is subjected to this Declaration, the Developer shall have the absolute right to change, amend, or alter the use restrictions set forth in this Article 6 and to add additional use restrictions for such additional property as deemed necessary or appropriate by Developer, in its sole and absolute discretion.

ARTICLE 7 ARCHITECTURAL AND LANDSCAPE CONTROLS

7.1 Architectural Control Board. It is the intent of Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the A.C.B. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as the general plan for development of all Lots within the Property. In addition, the A.C.B. shall have the right to approve or disapprove all proposed additions, changes and any other type of remodeling to the exterior of any Improvement to be performed by an Owner or Owner's agent, however, this approval shall not be necessary with respect to any proposed changes by the Developer or Developer's designated construction company/companies. The A.C.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures of the A.C.B. shall be as set forth below.

7.1.1 The A.C.B. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The A.C.B. shall consist of five (5) voting members who shall initially be named by the Developer and who shall hold office at the pleasure of the Developer. Until turnover of control of the Association, as defined in this Declaration, the Developer shall have the right to change the number of members on the A.C.B. provided, however, that the A.C.B. shall at all times consist of at least three (3) members; to appoint all members of the A.C.B.; and to remove and replace all members appointed to the A.C.B. The Developer shall determine which member of the A.C.B. shall serve as its chairperson, or which members of the A.C.B. shall serve as co-chairperson. In the event of the failure, refusal or inability to act of any of the members hereby appointed by the Developer, and in the event that the Developer fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.C.B. shall fill such vacancy by appointment. At such time as Developer no longer owns any Parcel within the Property, or at such earlier date as Developer may decide, the Developer shall assign to the Association the rights, powers, duties and obligations of the A.C.B., whereupon the Board of Directors shall determine how many persons shall serve on the A.C.B., provided that the A.C.B. shall at all times consist of no less than three (3) members, shall appoint the members of the A.C.B., shall provide for the terms of the members of the A.C.B., and shall determine which member of the A.C.B. shall serve as its chairperson. There shall be no requirement that any of the members of the A.C.B. be a member of either the Association or an Owner within the Property. A majority of the A.C.B. shall constitute a quorum to transact business at any meeting, and the action of a majority present shall constitute the action of the A.C.B.

7.1.2 No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the A.C.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.C.B. shall be submitted for approval by written application on such form as may be provided or required by the A.C.B. The A.C.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor approved in writing by the A.C.B.

7.1.3 In the event the information submitted to the A.C.B. is, in the A.C.B.'s opinion, incomplete or insufficient in any manner, the A.C.B. may request and require the submission of additional or supplemental information.

7.1.4 The A.C.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.C.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

7.1.5 Construction of all Improvements for which the approval of the A.C.B. is required under this Declaration shall be completed within the time specified by the A.C.B.

7.1.6 Upon approval by the A.C.B. of any plans and specifications submitted to the A.C.B., the A.C.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.C.B. disapproves any plans and specifications submitted to the A.C.B., the A.C.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.C.B. to the Board of Directors of the Association within thirty (30) days of the A.C.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

7.1.7 Prior to the occupancy of any Improvement constructed or erected on a Lot, the prospective occupants thereof shall obtain a Certificate of Compliance from the A.C.B., certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the A.C.B. The A.C.B. may, from time to time, delegate to a member or members of the A.C.B. the responsibility for issuing such Certificate of Compliance.

7.1.8 There is specifically reserved unto the A.C.B., and to any agent or member of the A.C.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.C.B. whether there exists any construction of any Improvement which violates the

terms of any approval by the A.C.B. or the terms of this Declaration or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior written approval of the A.C.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.C.B. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorney's fees incurred by the Association. Such costs may also be the basis for an individual Assessment. The A.C.B. is specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses, and attorneys' fees of the A.C.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of the Association's and the A.C.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein, other restrictions, or other rules and regulations promulgated by the A.C.B., the A.C.B. may, in addition to all other remedies contained herein, record against that Owner's Parcel in the public records of the County a Certificate of Non-Compliance stating that the Improvements on the Parcel fail to meet the requirements of the A.C.B.

7.1.9 The A.C.B. is empowered to publish or modify from time to time, design and development standards for the entire, or for a portion, of the Property, including but not limited to the following:

7.1.9.1 Roof and roof design.

7.1.9.2 Fences, walls and similar structures.

7.1.9.3 Exterior building materials and colors.

7.1.9.4 Exterior landscaping.

7.1.9.5 Signs and graphics, mail boxes, address numbers and exterior lighting.

7.1.9.6 Building setbacks, side yards and related height, bulk and design criteria.

7.1.9.7 Pedestrian and bicycle ways, sidewalks and pathways. The A.C.B., if and when establishing such standards shall respect and balance the standards which may be set forth by a smaller property owners association within the Property with their need for overall uniformity.

7.1.10 The A.C.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.C.B., on a case by case basis; provided however, that the variance sought

is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the A.C.B. shall not nullify or otherwise affect the A.C.B.'s right to require strict compliance with the requirements set forth herein on any other occasion.

7.1.11 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Developer, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.C.B.

7.1.12 The A.C.B. may adopt a schedule of reasonable fees for processing requests for approval. The initial fee for this process shall be \$250.00 per Parcel. However, Developer and Developer's designees shall be exempt from the payment of this fee, due to Developer's inherent respect for the Association and the A.C.B. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.C.B. The payment of such fees, as well as other expenses of the A.C.B. required to be paid, shall be deemed to be an individual Assessment, enforceable against the Owner and the Parcel as provided hereinabove.

7.1.13 Neither the Developer, the directors or officers of the Association, the members of the A.C.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within the Property or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.C.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Parcel within the Property agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Association, the members of the A.C.B., or their respective agents, in order to recover any damages caused by the actions of the A.C.B. The Association shall indemnify, defend and hold harmless the A.C.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.C.B. or its members. Neither the Developer, the directors or officers of the Association, the members of the A.C.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for defects in Improvements constructed pursuant thereto. Each party submitting plans and specifications shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 8 INSURANCE

The Association is hereby authorized to purchase insurance on the Common Property, and any other insurance, in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate.

ARTICLE 9 INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

By acceptance of a deed to a Parcel, Owners acknowledge and agree that every director and officer of the Association and any committee member appointed by the Board shall be indemnified by the

Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not he is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Further, by acceptance of a deed to a Parcel, Owners acknowledge and agree that although directors, officers and committee members may be appointed, directly or indirectly by the Developer and be acting solely on behalf of the Developer, nonetheless, such directors, officers and committee members shall be indemnified by the Association pursuant to the provisions of this Article 9.

ARTICLE 10
GENERAL PROVISIONS

10.1 Assignment.

10.1.1 All of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer or the Association may be assigned by Developer or the Association as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Developer or the Association prior to the assignment, and Developer or the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates, unless otherwise expressly agreed.

10.1.2 Any of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer may be partially assigned by Developer. After such partial assignment, the assignee shall have such rights, powers, obligations, easements and estates as were specifically assigned to the assignee, and Developer shall be relieved and released of those rights, powers, obligations, easements or estates which were specifically assigned to the assignee.

10.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County, subject however, to the following provisions:

10.2.1 Except as provided herein, an amendment initiated by any party other than Developer must obtain the approval of at least two-thirds (2/3) of the votes of Members; provided, however, that until such time as the Developer has no interest in any of the Property, as described hereinabove, all amendments must include the joinder of Developer.

10.2.2 So long as 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.

10.2.3 Any duly adopted amendment to this Declaration shall run with and bind all of the Property for the same period and to the same extent as do the covenants and restrictions originally set forth herein.

10.2.4 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.

10.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the membership then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate the duration of these covenants and restrictions.

10.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, fines, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Developer, the Association, and the Owners.

10.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer and the Association fail to enforce the terms of this Declaration then any Member may do so. The failure or refusal of Developer, the Association, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. Should the Developer, the Association, or a Member bring any action or suit to enforce, either in law or equity, or both, to enforce these covenants, or should the Developer bring suit against the Association to compel its performance hereunder, the prevailing party shall be entitled to their reasonable attorneys' fees and costs, including any and all appeals.

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. If the Association shall cease to exist, all Lot Owners shall be jointly and severally liable for operation

and maintenance of the surface water or stormwater management system, as required by law.

10.6 Developer's Rights. Notwithstanding any other provision in this Declaration to the contrary, Developer, its agents, employees and officers, including without limitation, any management and marketing agents, are irrevocably empowered to sell or lease Parcels on any terms to any purchasers or lessees, for so long as Developer owns any Parcel of the Property. Also, for so long as Developer owns, or has any use rights to, any of the Property, Developer, its agents, employees and officers, including without limitation, any management and marketing agents, shall have the right to transact any business necessary to consummate sales of Property, including but not limited to, the right to maintain office(s) on the Property in location(s) to be selected by Developer; to have employees in such offices, to construct and maintain sales agency offices, and such other structures or appurtenances which are necessary or desirable for the development and sale of any of the Property including, without limitation, sales models, display homes, and parking lots; to post and display a sign or signs on any Parcels owned by Developer or on the Common Property; to use the Common Property; and to show Parcels. Sales office signs and all other structures and appurtenances pertaining to the sale or development of any of the Property shall not be considered Common Property and shall remain the property of the Developer.

10.7 Security Service. In the event the Association provides a security service, the Owner hereby acknowledges and agrees to hold the Association, the Developer, and all Owners harmless from any damage, loss or other liability which may result from the failure or malfunction of said security service.

10.8 Guard House. Developer, in its sole and absolute discretion, may construct a guard house to be located at any point within the Property, and such guard house, if constructed, shall be maintained by the Association. All maintenance costs and any other expenses associated with the guard house shall be the sole responsibility of the Association.

ARTICLE 11 NON-CONDOMINIUM

11.1 The Association created pursuant to this Declaration and the Articles of Incorporation of the Association is expressly not intended to be a condominium association and is not created in accordance with Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration in the public records of the County.

11.2 The Common Property is not intended to be condominium property under Florida Statutes, Chapter 718 in existence as of the date of recording this Declaration in the public records of the County, and are not part of the common elements of any condominium.

ARTICLE 12 GOLF COURSE COMMUNITY

By acceptance of a deed to a Parcel, Owners acknowledge and agree that the Parcels may be located within a golf course community and that as a result of living in such a community, the Owners

will be subjected to the usual and common noise level associated with playing the game of golf and with maintenance of the golf course(s) including, but not limited to, such noises caused by any machinery and equipment used in maintaining the course(s) which may be driven over and upon the Streets, the Common Property, the course(s) and other portions of the Property. Such noise may occur on or off the course(s), throughout the day from early morning until late evening. Neither the Association nor the Developer shall have any responsibility or liability to any Owner because of noise or because of any damage caused to an Owner, his family, guests, licensees, invitees, employees, agents or the Owner's Parcel from the flight of errant golf balls or from any persons recovering golf balls from Parcels. By acceptance of a deed to a Parcel, an Owner waives any claims or causes of action which he, his family, guests, licensees, invitees, employees or agents may have against the Association or the Developer arising out of such personal injury or property damage. Further, by acceptance of a deed to a Parcel, an Owner acknowledges that he knows and appreciates the nature of all risks both apparent and latent associated with living in a golf course community and expressly assumes the risk of personal injury or property damage that may occur in connection with such risks.

ARTICLE 13
MISCELLANEOUS

13.1 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing addressed:

Terra Vista Property Owners Association, Inc.
Attention: Legal Department
2476 N. Essex Avenue
Hernando, Florida 34442

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by certified mail, on the date upon which the return receipt is signed. This address may be used for the purposes of giving notice, until changed by like notice or at the Florida Secretary of State's office, Division of Corporations.

13.2 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of the Property, which plats are recorded or to be recorded in the public records of the County, and those which may be set forth in other Declaration(s) affecting some or all of the Property, which may be recorded in the public records of Citrus County, Florida.

13.3 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

13.4 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

13.5 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments thereof.

13.6 Effective Date. This Declaration shall become effective upon its recordation in the public records of Citrus County.

IN WITNESS WHEREOF, Developer has caused this RESTATEMENT to be executed this 17th day of FEBRUARY, 2017.

Signed, sealed, and delivered in the presence of:
Hampton Hills, a Delaware LLC,

Witnesses:

By: Stephen A Tamposi
Stephen A. Tamposi,
President

Sheri Braddock
Print: Sheri Braddock

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

Cathy Rider
Print: CATHY RIDER

Sheri Braddock
Print: Sheri Braddock

Cathy Rider
Print: CATHY RIDER

State of Florida
County of Citrus

I certify that on this date before me, an officer duly authorized in the State and County above named to take acknowledgements, personally appeared Stephen A. Tamposi and Eric D. Abel, as President and Secretary, respectively, for Hampton Hills, a Delaware LLC, personally known to me, that they acknowledged before me that they executed the instrument as authorized agents of said partnership as the act and deed of the partnership.

Executed and sealed by me at the State and County aforesaid, on the 17th day of February, 2017.

SEAL: Cathy Rider
CATHY RIDER

NOTARY PUBLIC



EXHIBIT A

All of the Lots and Units situated in:

All of the Lots and Units situated in HAMPTON HILLS FIRST ADDITION, as platted in Plat Book 15, Pages 121 through 126, Public Records of Citrus County, Florida;

Lots 1 through 8, inclusive, of HAMPTON HILLS SECOND ADDITION, as recorded in Plat Book 16, Pages 18 through 19, Public Records of Citrus County, Florida;

Lots 1 through 39, inclusive, of HILLSIDE, as recorded in Plat Book 16, Pages 26 through 28, Public Records of Citrus County, Florida;

Lots 1 through 40, inclusive, of HILLSIDE VILLAS, as recorded in Plat Book 16, Pages 29 through 31, Public Records of Citrus County, Florida;

Lots 1 through 4, of Block A; Lots 1 through 14, of Block B; Lots 1 through 5, of Block C; and, Lots 1 through 17, of Block D, inclusive, of HILLSIDE VILLAS, as recorded in Plat Book 16, Pages 29 through 31, Public Records of Citrus County, Florida;

Lots 1 through 9, inclusive, of a Minor Subdivision in Tract AB,≡ Hampton Hills First Addition, Citrus County, Florida, which lots are more particularly described on "Schedule B", attached hereto;

Lots 1 through 9, of Block A; Lots 1 through 13, of Block B; Lots 1 through 13, of Block C; Lots 1 through 57, of Block D; Lots 1 through 4, of Block E; and, Lots 1 through 8, of Block F; inclusive, of HILLSIDE SOUTH, as platted in Plat Book 16, Pages 56 through 62, Public Records of Citrus County, Florida;

Lots 6 through 36, of Block C; and, Lots 18 through 48, of Block D, inclusive, of HILLSIDE VILLAS FIRST ADDITION, as platted in Plat Book 16, Pages 65 through 66, Public Records of Citrus County, Florida;

Lot 15 and 16, of Block B, of HILLSIDE VILLAS FIRST REPLAT, as recorded in Plat Book 16, Pages 87 through 88, Public Records of Citrus County, Florida;

Lots 1 through 47, of HILLSIDE VILLAS THIRD ADDITION subdivision, as recorded in Plat Book 16, Pages 115 through 116, Public Records of Citrus County, Florida;

Lots 1 through 55, of HILLSIDE SOUTH FIRST ADDITION subdivision, as recorded in Plat Book 16, Pages 117 through 118, Public Records of Citrus County, Florida;

Lots 37 through 72, of Block C, and Lots 49 through 92, of Block D, all within HILLSIDE VILLAS SECOND ADDITION subdivision, as recorded in Plat Book 16, Pages 145 through 148, Public Records of Citrus County, Florida;

Lots 1 through 96, of WOODVIEW VILLAS I subdivision, as recorded in Plat Book 16, Pages 149 through 150, Public Records of Citrus County, Florida;

Lots 1 through 74, of WOODSIDE UNIT 1 subdivision, as recorded in Plat Book 17, Pages 13 through 15, Public Records of Citrus County, Florida;

Lots 1 through 5, HILLSIDE SOUTH SECOND ADDITION subdivision, according to the plat thereof recorded in Plat Book 17, Pages 20 through 21, inclusive, of the Public Records of Citrus County, Florida;

Lots 1 through 34, of SKYVIEW VILLAS I subdivision, as recorded in Plat Book 17, Pages 33 through 35, Public Records of Citrus County, Florida;

Lots 1 through 13, of SKYVIEW GLEN subdivision, as recorded in Plat Book 17, Pages 38 through 39, Public Records of Citrus County, Florida;

Lots 97 through 119, of Block A; and, Lots 1 through 29, of Block B, all of WOODVIEW VILLAS II subdivision, as platted in Plat Book 17, Pages 42 through 43, Public Records of Citrus County, Florida;

Lots 1 through 28, of Block A; Lots 1 through 41, of Block B; and, Lots 1 through 17, of Block C, all of SKYVIEW VILLAS II (A REPLAT) subdivision, as recorded in Plat Book 17, Pages 44 through 45, Public Records of Citrus County, Florida;

Lots 120 through 125, of Block A; and Lots 30 through 55 of Block B; and, Lots 1 through 25, of Block C, all of WOODVIEW VILLAS III

subdivision, as platted in Plat Book 17, Pages 70 through 71, Public Records of Citrus County, Florida;

Lots 1 through 36, FOXFIRE subdivision, as recorded in Plat Book 17, Pages 72 through 73, Public Records of Citrus County, Florida;

Lots 1 through 24, Block A; and, Lots 1 through 61, Block B, all of HUNT CLUB UNIT 1 subdivision, as recorded in Plat Book 17, Pages 94 through 96, Public Records of Citrus County, Florida;

Lots 1 and 2, Block A; Lots 2 through 14, Block B; Lots 1 through 14, Block C; Lots 1 through 30, Block D; and, Lots 1 through 24, of Block E, all of HUNT CLUB, UNIT 1 subdivision, as recorded in Plat Book 17, Pages 94 through 96, Public Records of Citrus County, Florida;

Lots 126 through 133, Block A; Lots 56 through 60, Block B; Lots 26 through 33, Block C; Lots 1 through 30, Block D; Lots 1 through 44, Block E; Lots 1 through 6, Block F; Lots 1 through 19, Block G; Lots 1 through 10, Block H; and, Lots 1 through 5, Block I, all of LAKEVIEW VILLAS subdivision, as recorded in Plat Book 17, Pages 107 through 112, Public Records of Citrus County.

Lots 1 through 123 of BELLAMY RIDGE subdivision, as recorded in Plat Book 18, Pages 2 through 5, Public Records of Citrus County, Florida;

Lots 1 through 70 of SOUTHGATE VILLAS subdivision, as recorded in Plat Book 17, Pages 135 through 136, Public Records of Citrus County, Florida;

Lots 1 through 39, Block A, and Lots 1 through 20, Block B, all of WESTFORD VILLAS I subdivision, as recorded in Plat Book 18, Pages 60 through 61, Public Records of Citrus County, Florida;

Lots 1 through 13, HAMPTONS subdivision, as recorded in Plat Book 18, Pages 98 through 99, Public Records of Citrus County, Florida;

Lots 18 through 38, of Block C; Lots 1 through 10, of Block D; and, Lots 1 through 3, of Block E, all of SKYVIEW VILLAS III B PHASE I subdivision, according to the plat thereof recorded in Plat Book 18, Pages 106 through 107, Public Records of Citrus County, Florida;

The following described lots, units, tracts, or parcels situated in WESTFORD VILLAS II subdivision, according to the plat thereof recorded

in Plat Book 19, Pages 74 through 75, Public Records of Citrus County, Florida:

Lots 40 through 64, Block A; Lots 21 through 70, Block B; Lots 1 through 18, Block C; and, Lots 1 through 18, Block D;

The following described lots, tracts, units, or parcels all of SKYVIEW VILLAS III, PHASE II subdivision, according to the plat thereof recorded in Plat Book 19, Pages 76 through 77, Public Records of Citrus County, Florida:

Lot 42 through 71, of Block B; and, Lots 11 through 51, of Block D;

The following described right-of-ways, lots, units, tracts, or parcels situated in HUNT CLUB, UNIT 2 subdivision, according to the plat thereof recorded in Plat Book 19, Pages 72 through 73, inclusive, of the Public Records of Citrus County, Florida:

Lots 1 through 65, Block F; and, Lots 66 through 112, Block G;

All of that real property described in ASchedule A,≅ attached hereto;

Certain unplatted real property situated in Citrus County, Florida:

Current Designated Land Use: Single Family Cluster @ 6du/ac:

AK 2957930 (20.45 +/- acres)

Section 24, Township 18S, Range 18E: ALL THAT PT OF SW1/4 LYING S OF WOODVIEW VILLAS I PB 16 PG 149 AND NORTH OF CLUBHOUSE/TENNIS COURTS (PARCEL 33000) AND W OF N TERRA VISTA BLVD (FKA N FOREST RIDGE BLVD EXT PB 17/10) TITLE IN OR BK 613 PG 939, OR BK 626 PG 499, OR BK 688 PG 1515, OR BK 689 PG 902, OR BK 795 PG 473, OR BK 804 PG 1895

Current Designated Land Use: Multi-Family Low Density @ 8du/ac:

Part of AK 3429873 (88 acres)

Section 26, Township 18S, Range 18E: (1) ALL THAT PART OF N3/4 LESS W 330 FT LYING EAST OF SKYVIEW GOLF COURSE (PCL 11000) & N OF W FENWAY DR AS SHOWN ON PLAT OF SOUTHGATE VILLAS PB 17 PG 135-136 & W OF W SKYVIEW CROSSINGS DR PG 17/107 B LESS: SKYVIEW FITNESS CENTER (PARCEL #13300); and,
(2) ALL THAT PART OF NE1/4 LYING N OF W FENWAY DR, W OF SKYVIEW GOLF COURSE & E OF SKYVIEW CROSSINGS DRIVE.

EXHIBIT B

The following property shall be Common Property of the Association:

Tract A of HILLSIDE subdivision, as recorded in Plat Book 16, Pages 26 through 28, Public Records of Citrus County, Florida;

Tract C of HILLSIDE VILLAS subdivision, as recorded in Plat Book 16, Pages 29 through 31, Public Records of Citrus County, Florida;

West Fenway Drive; and, Tracts B, C, E, and F, of HILLSIDE VILLAS THIRD ADDITION subdivision, as recorded in Plat Book 16, Pages 115 through 116, Public Records of Citrus County, Florida;

North Forest Ridge Boulevard; and, Tracts A and C, all within HILLSIDE VILLAS SECOND ADDITION subdivision, as recorded in Plat Book 16, Pages 145 through 148, Public Records of Citrus County, Florida, attached hereto;

The area of the non-exclusive North Forest Ridge Boulevard Extension Drainage Easement described on the attached "Schedule A", and, Tracts D, E, I, and J, and the right-of-way of North Forest Ridge Boulevard Extension, according to the plat of NORTH FOREST RIDGE BOULEVARD EXTENSION, as recorded in Plat Book 17, Pages 13 through 15, Public Records of Citrus County, Florida;

The right-of-way of West Fenway Drive, according to the plat of SKYVIEW VILLAS I subdivision, as recorded in Plat Book 17, Pages 33 through 35, Public Records of Citrus County, Florida;

North Sky Glen Path, according to the plat of SKYVIEW GLEN subdivision, as recorded in Plat Book 17, Pages 38 through 39, Public Records of Citrus County, Florida;

The following described right-of-ways, lots, units, tracts, or parcels situated in HILLSIDE VILLAS subdivision, according to the plat thereof recorded in Plat Book 16, Pages 29 through 31, inclusive, of the Public Records of Citrus County, Florida:

West Doerr Path;

Tract D;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in HILLSIDE VILLAS FIRST ADDITION subdivision, according to the plat

thereof recorded in Plat Book 16, Pages 65 through 66, inclusive, of the Public Records of Citrus County, Florida:

West Doerr Path;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in HILLSIDE VILLAS SECOND ADDITION subdivision, according to the plat thereof recorded in Plat Book 16, Pages 145 through 148, inclusive, of the Public Records of Citrus County, Florida:

Tracts B, J, and K;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in HILLSIDE VILLAS THIRD ADDITION subdivision, according to the plat thereof recorded in Plat Book 16, Pages 115 through 116, inclusive, of the Public Records of Citrus County, Florida:

North Gibson Point

Tract D;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in WOODVIEW VILLAS I subdivision, according to the plat thereof recorded in Plat Book 16, Pages 149 through 150, inclusive, of the Public Records of Citrus County, Florida:

West Skyview Crossing Drive;

West Silver Meadow Loop;

Tract E; and,

Tract F;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in WOODVIEW VILLAS II subdivision, according to the plat thereof recorded in Plat Book 17, Pages 42 through 43, Public Records of Citrus County, Florida:

West Skyview Crossing Drive; and,

West Copper Mist Court;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in WOODVIEW VILLAS III subdivision, according to the plat thereof recorded in Plat Book 17, Pages 70 through 71, inclusive, of the Public Records of Citrus County, Florida:

West Skyview Crossing Drive;

West Diamond Shore Loop;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in SKYVIEW VILLAS I subdivision, according to the plat thereof recorded in Plat Book 17, Pages 33 through 35, inclusive, of the Public Records of Citrus County, Florida:

Tract B (formerly common property of Skyview Villas P.O.A., Inc., but

now granted to Terra Vista Property Owners Association, Inc., a Florida not-for-profit corporation, as part of its common property to be maintained along with the right-of-ways in Skyview Villas I subdivision);

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in FOXFIRE subdivision, according to the plat thereof recorded in Plat Book 17, Pages 72 through 73, inclusive, of the Public Records of Citrus County, Florida:

West Fenway Drive;
West Double Eagle Court;
North Tee Time Terrace;
North Sandwedge Point; and,
Tract A;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in HUNT CLUB, UNIT 1 subdivision, according to the plat thereof recorded in Plat Book 17, Pages 94 through 96, inclusive, of the Public Records of Citrus County, Florida:

West Fenway Drive;
North Hunt Club Drive;
West Skyview Landings Drive;
North Fox & Hound Circle;
West Beagle Run Loop; and,
Tracts A, B, and C;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in LAKEVIEW VILLAS subdivision, according to the plat thereof recorded in Plat Book 17, Pages 107 through 112, inclusive, of the Public Records of Citrus County, Florida:

West Skyview Crossing Drive;
West Diamond Shore Loop;
West Crossview Way;
North Lake Crest Loop; and,
Tracks A through H;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in BELLAMY RIDGE subdivision, according to the plat thereof recorded in Plat Book 18, Pages 2 through 5, inclusive, of the Public Records of Citrus County, Florida:

West Quail Meadow Court;
North Bellamy Point;
North Ridge Meadow Court;
North Eagle Ridge Path;
North Birdie Terrace;
North Skyhawk Point;

West Foxglen Court; and,
Tracts A, B, D, E, F, and G;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in SOUTHGATE VILLAS subdivision, according to the plat thereof recorded in Plat Book 17, Pages 135 through 136, inclusive, of the Public Records of Citrus County, Florida:

West Laurel Glen Path;
Tracts B, C, and D with tract D;

and,

Tract C of BELLAMY RIDGE subdivision, according to the plat thereof, recorded in Plat Book 18, Pages 2 through 5, inclusive, Public Records of Citrus County, Florida. However, said Tract C shall be subject to a non-exclusive easement for the benefit of the owners of certain lots (specifically, lots 49, 50, and 92 through 113, in Bellamy Ridge subdivision), which boarder on the east boundary of said Tract C. The non-exclusive easement shall be for the benefit and purpose of allowing the owner(s) of each such lot to maintain (but not construct upon) that portion of said Tract C which lies between their respective north and south lot lines when extended westerly through said Tract C, as well as ingress and egress to and from the respective lot and Tract C, but not to or from Ottawa Avenue. Accordingly, the Association shall have no duty to maintain Tract C as it lies within these easement areas, except that it must maintain any fence which may be constructed thereon by the developer for screening Terra Vista from Ottawa Avenue;

and,

The following described right-of-ways, lots, units, tracts, or parcels:

West Redsox Path and North Yawkey Point, of HILLSIDE subdivision, as recorded in Plat Book 16, Pages 26 through 28, Public Records of Citrus County, Florida; and,

Tracts D and G, of HILLSIDE SOUTH subdivision, as recorded in Plat Book 16, Pages 56 through 62, Public Records of Citrus County, Florida; and,

North DiMaggio Path, West Mays Path, North Yaz Point, and Tract D, of HILLSIDE SOUTH FIRST ADDITION subdivision, as recorded in Plat Book 16, Pages 117 through 118, Public Records of Citrus County, Florida; and,

North Eagle Chase Drive, West White Oak Place, West Rollingwood Court, North Ravenwood Point, and North Ramblewood Point, of WOODSIDE UNIT 1 subdivision, as recorded in Plat Book 17, Pages 13 through 15, Public Records of Citrus County, Florida;

Tracts C and D, of WOODVIEW VILLAS I subdivision, as recorded in Plat Book 16, Pages 149 through 150, Public Records of Citrus County, Florida; and,

Tracts A of WOODVIEW VILLAS II subdivision, as recorded in Plat Book 17, Pages 42 through 43, Public Records of Citrus County, Florida; and,

Tracts A1 of WOODVIEW VILLAS II (Replat) subdivision, as recorded in Plat Book 17, Pages 46 through 47, Public Records of Citrus County, Florida; and, Tract A of WOODVIEW VILLAS III subdivision, as recorded in Plat Book 17, Pages 70 through 71, Public Records of Citrus County, Florida, (some of which was formerly common property of Windward Village Property Owners Association, Inc., but now granted to Terra Vista Property Owners Association, Inc., a Florida not-for-profit corporation, as part of its common property to be maintained along with the right-of-ways in Terra Vista).

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in WESTFORD VILLAS I subdivision, according to the plat thereof recorded in Plat Book 18, Pages 60 through 61, inclusive, of the Public Records of Citrus County, Florida:

West Westford Path;
North Herick Court;
North Rhodes Point;
West Prominent Point; and,
Tracts A, B, C, D, and E;

and,

The following described tracts situated in LAKEVIEW VILLAS subdivision, according to the plat thereof recorded in Plat Book 17, Pages 107 through 112, Public Records of Citrus County, Florida:

Tracts F and G;

and,

A landscape easement, for the installation and maintenance of plants, materials, and irrigation, over, under, across, and through the following lots situated in BELLAMY RIDGE subdivision, according to the plat thereof recorded in Plat Book 18, Pages 4, et seq., of the Public Records of Citrus County, Florida, more particularly described as follows:

The west 25 feet of Lots 1, 2, 3, 4, and 5; and,
the east 25 feet of Lots 70, 71, and 123,

all of which boarder North Birdie Terrace;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in HAMPTONS subdivision, according to the plat thereof recorded in Plat Book 18, Pages 98 through 99, of the Public Records of Citrus County, Florida:

West Johnny Pesky Court; and,
Tract A;

and,

The property described on the attached ASchedule A≡ (enlargement of the drainage easement area previously dedicated on the West Fenway Drive Replat, according to the plat thereof recorded in the Plat Book 16, Pages 121 through 123, of the Public Records of Citrus County, Florida;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in SKYVIEW VILLAS I subdivision, according to the plat thereof recorded in Plat Book 17, Pages 33 through 35, inclusive, of the Public Records of Citrus County, Florida:

North Bogey Point;
North Shadowview Path; and,
West Skyview Landings Drive;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in SKYVIEW VILLAS II (A REPLAT) subdivision, according to the plat thereof recorded in Plat Book 17, Pages 44 through 45, inclusive, of the Public Records of Citrus County, Florida:

West Skyview Landings Drive;
North Whisperwood Loop;
West Lake Valley Court; and,
West Sun Vista Court;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in SKYVIEW VILLAS III B PHASE I subdivision, according to the plat thereof recorded in Plat Book 18, Pages 106 through 107, inclusive, of the Public Records of Citrus County, Florida:

West Skyview Landings Drive;
West Skymont Path;
North Whisperwood Drive; and,
North Rockwood Point;

and,

The following described right-of-ways, lots, units, tracts, or parcels situated in WESTFORD VILLAS II subdivision, according to the plat thereof recorded in Plat Book 19, Pages 74 through 75, inclusive, of the Public Records of Citrus County, Florida:

West Westford Path;
West Sundown Lane;
West Twilight Lane;
North Rosehue Path;
Ember Path; and,
Tract A;

and,

The following described right-of-ways, lots, units, tracts, or parcels, situated in SKYVIEW VILLAS III, PHASE II subdivision, according to the plat thereof recorded in Plat Book 19, Pages 76 through 77, of the Public Records of Citrus County, Florida:

West Skymont Path;
North Whisperwood Drive; and,
North Rockwood Point;

The following described right-of-ways, lots, units, tracts, or parcels situated in HUNT CLUB, UNIT 2 subdivision, according to the plat thereof recorded in Plat Book 19, Pages 72 through 73, inclusive, of the Public Records of Citrus County, Florida:

North Hunt Club Drive;
West Pointer Loop;
West Labrador Court;
West Retriever Court; and,
Tracts D, E, F, G, H, and I;

All of that real property described in "Schedule B" attached hereto;

EXHIBIT C

The following property shall be subject to the Golf Course Assessment, as described in Section 4.11 of the Declaration:

Lots 14 through 40, inclusive, of BELLAMY RIDGE subdivision, according to the plat thereof recorded at Plat Book 18, Pages 2 through 5, Public Records of Citrus County, Florida;

The following described right-of-ways, lots, units, tracts, or parcels situated in WESTFORD VILLAS I subdivision, according to the plat thereof recorded in Plat Book 18, Pages 60 through 61, inclusive, of the Public Records of Citrus County, Florida:

Lots 1 through 20, Block B, of WESTFORD VILLAS I subdivision, as recorded in Plat Book 18, Pages 60 through 61, inclusive, Public Records of Citrus County, Florida;

Lots 18 through 38, of Block C, all of SKYVIEW VILLAS III B PHASE I subdivision, according to the plat thereof recorded in Plat Book 18, Pages 106 through 107, Public Records of Citrus County, Florida;

The following described right-of-ways, lots, units, tracts, or parcels situated in WESTFORD VILLAS II subdivision, according to the plat thereof recorded in Plat Book 19, Pages 74 through 75, inclusive, of the Public Records of Citrus County, Florida:

Lots 21 through 41, Block B;