

**COMPLETE RESTATEMENT OF DECLARATION OF COVENANTS,  
CONDITIONS  
RESTRICTIONS AND EASEMENTS  
FOR  
AMHERST VILLAGE**

This Declaration is made this 31 day of December, 2019, by Hampton Hills, LLC, a Delaware Limited Liability Company f/k/a Hampton Hills, a Florida General Partnership, the property owners holding title to the property described in Article II, Section 1 hereof, which together declare that the real property described in Article II herein, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Conditions, Restrictions and Easements (sometimes referred hereinafter as "Covenants and Restrictions" and sometimes referred hereinafter as "The Declaration") set forth below.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) The term "Architectural Control Board" or "ACB" shall mean and refer to the Architectural Control Board, as created in Article VI herein.

(b) The term "Association" shall mean or refer to the Amherst Village Property Owners Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

(c) The term "Common Property" or "Common Properties" means (i) any property now or hereafter owned by the Association (whether or not such property constitutes a portion of the Property), (ii) any property designated in Exhibit B hereto, (iii) any property designated by Developer as Common Property in this Declaration or in any amendment or supplement to this Declaration, 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.

(d) The term "Declarant" shall mean and refer to Hampton Hills, LLC, a Delaware Limited Liability Company f/k/a Hampton Hills, a Florida General Partnership, its successors or assigns.

(d) The term "Living Space" shall mean and refer to an area which is centrally heated and cooled, covered by a roof and enclosed by substantial walls, but does not include patios, carports and similar such areas.

(e) The term "Lot" shall mean and refer to any tract of land located within the Property which is intended for use as a site for a single family dwelling.

(f) The term "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, herein.

(g) The term "Owners" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot or Unit or the purchaser or purchasers of said Lot or Unit by Agreement for Deed, which Agreement for Deed is current and in good standing at such time as the voting rights are intended to be exercised by said Member.

(h) The term "Parcel" shall mean and refer to a Lot, Unit, Dwelling Unit and/or to a Lot and all improvements thereon.

(i) The term "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.

(j) The term "Unit" or "Dwelling Unit" shall mean and refer to a dwelling unit within the Property which is part of a multi-family structure.

(k) The term "Utility" shall mean and refer to any public or private organization furnishing a service, such as water, sewer, telephone, electricity, gas or television cable to the Property, as described herein.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS THERETO**

Section 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.

Section 2. Additional Property. Declarant 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 Declarant 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 Amherst Village Property Owners Association, Inc., regardless of where such property is located.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other associations, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the properties together with the Covenants and Restrictions established upon any other property, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants and Restrictions established by the Declaration within the properties.

Section 4. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by law by the Southwest Florida Water Management District permit. 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. As may be legally required by Southwest Florida Water Management District, an eight-foot- (8') wide area between buildings shall be kept free of permanent structures, except retaining walls, for purposes of additional grading, should it ever be required.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every Owner shall be a Member of the Association.

Section 2. Voting Rights. Each Owner shall be entitled to one vote for each Parcel owned. Notwithstanding any provision to the contrary, the Declarant shall have the right to vote a majority of the votes cast at any meeting of the Members until such time as Declarant no longer holds title to 10% of the Parcels, or until such sooner time as Declarant waives the right to elect a majority of the Board of Directors by an instrument in writing. When persons, other than the Declarant, own 20% or more of the Parcels in the then-existing Property, they shall be entitled to elect one member of the Board of Directors. The Declarant shall have the right to elect one member of the Board of Directors at the annual meeting until such time as Declarant no longer holds title to any portion of the Property.

**ARTICLE IV**  
**SECURITY AND MAINTENANCE OF PUBLIC RIGHTS OF WAY**

The Association may, although it is not obligated to do so, in its discretion, provide supplemental security for the Property, as well as to provide supplemental maintenance repairs and replacement of the public rights-of-way and appurtenances thereto that are on the Property, which can include, but is not limited to, landscaping, guard gate(s), paving, drainage, as well as street lighting. All work pursuant to this Article shall be paid for through assessments imposed in accordance with Article V hereof.

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of a Lien and Personal Obligation of the Assessments. The Declarant covenants, and each Owner of any Lot or Unit 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.

Section 2. Purposes of the Assessments; Maintenance, Operation and Repair of Surface Water Systems. 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, conveyance or other surface water or stormwater management capabilities as permitted by the

Southwest Florida Water Management District. Any repair reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

No construction activities shall be conducted relative to any portion of the surface water management system facilities.

If the Association shall cease to exist, all Lot owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities associated with the Lots and Parcels.

Section 3. Initial Annual Assessment and Determination of Future Annual Assessments. The annual assessments shall not be more than the sums calculated in accordance with the following schedule: initially, \$250.00 per Lot or Unit per year.

Except with regard to the initial annual assessment, the amount of the annual assessment shall be levied against each Owner by the board of directors of the Association, and the board shall make diligent effort to levy such assessment at least thirty (30) days in advance of the effective date of each change in the annual assessment. The annual assessment shall be based upon the annual budget adopted by the board of directors of the Association. The annual assessment period shall coincide with the Association's fiscal year. Except for the initial annual assessment, written notice of the amount of the respective annual assessment should be given to each respective Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The board of directors of the Association may determine the period for which the annual assessment applies and may provide that the annual assessment may be payable in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable discretion of the board of directors. In any event, the board of directors shall fix the date(s) that the annual assessment shall be due. The board of directors may modify the budget as necessary during the fiscal year, and fix a modified annual assessment in conformity therewith. If the board of directors of the Association shall fail for any reason to adopt an annual budget and authorize an annual assessment, (except with regard to the initial annual assessment), prior to the beginning of the new fiscal year, the budget and the annual assessment for the previous fiscal year shall remain the same as the previous fiscal year, and shall continue in effect until a new budget and annual assessment is adopted.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided herein shall commence on January 1, 2004, or as soon thereafter as possible. The amount of the assessment for the first year shall be \$250.00. 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. Written notice of the annual assessment shall be sent to every Owner. The due date(s) and the 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 and for a reasonable fee, 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 Declarant or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on the Lot or Unit.

Section 5. Special Assessments. In addition to the annual assessment, the Association may levy against any/several owners in any fiscal year, special assessments 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.

Section 6. Specific Assessments. Any and all accrued liquidated indebtedness of any owner to the Association arising under any provision of the Declaration may also be assessed by the Association against such Owner's Lot, Unit,

or Parcel after such Owner fails to pay such indebtedness when due and such default continues for thirty (30) days after Owner has been provided with written notice.

**Section 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 attorneys' 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.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the Assessment provided for in this Article V 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 Declarant's position as mortgagee by virtue of Declarant'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 Declarant (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.

**Section 9. Declarant Exemption.** Notwithstanding anything to the contrary, the Declarant or its successors or assigns shall not be obligated to pay the Association any fees upon any of said Lots or Units owned by the Subdivider which would otherwise be subject thereto.

## **ARTICLE VI** **ARCHITECTURAL CONTROL BOARD**

**Section 1. Architectural Control Board.** There is appointed for the purposes of and with the powers hereafter expressed, an Architectural Control Board, sometimes referred to as the "ACB", whose initial members shall be Eric D. Abel, Deb Driskill and John Pastor, or a representative of same designated by a majority of the members of said ACB. In the event of the death or resignation of any member of said ACB, the remaining member, or members, shall have full authority to approve or exercise the powers and authority of the ACB, as hereafter provided, or to designate a representative

with like authority. Neither the members of the ACB, nor its designated representative, shall be entitled to any compensation for service performed to this Covenant. Nor shall they incur any liability for their actions or their failure to act.

Section 2. Construction. No building, fence, wall, satellite dish, television antenna, clothesline, swimming pool, swing set, or other structure, or landscaping shall be commenced, erected or maintained within the Property, nor shall any exterior addition or change in alteration be made, nor shall any exterior appearance change or be altered, nor shall any change in landscaping be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, by the Owner, to and approved by the ACB in writing, as to harmony to external design and location in relation to surrounding structures and topography. The ACB may establish architectural criteria to be applied in determining whether to approve a design for construction. Such criteria may include the size, screening and landscaping. All driveways shall be either constructed of concrete or cement, and may include pavers, and if painted, such color shall be harmonious and consistent with the architectural criteria approved by the ACB and no changes in the color thereof shall be made, without the prior express written approval of the ACB.

Section 3. Plans and Specifications. Plans and specifications for final approval shall include the following:

- (a) Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placement of residence, garage, outbuildings, and walls or fences;
- (b) Front elevation and both side elevations, or front elevation and one side elevation and rear elevation, for the building, as well as all elevations of any walls and or fences;
- (c) A perspective drawing, if deemed necessary by the ACB, to interpret adequately the exterior design;
- (d) Manufactured or prefabricated homes shall not be approved by the ACB; and,
- (e) One set of blueprints shall be left with the ACB until construction is completed.

Section 4. Notice of Board Action. The ACB shall notify the Owner in writing of the ACB's approval or disapproval within 30 days after filing of the plans and specifications. If such notice is not given within 45 days after submittal of the plans and specifications, then approval for same shall not be required, but all other Covenants and Restrictions, herein contained, shall remain in full force and effect.

Section 5. Appeal. An Owner may appeal any disapproval of the ACB within thirty (30) days to the entire voting Board of Directors, which shall consider the matter at its next following regular meeting or shall, at the discretion of the President of the Association, convene a Special Meeting to consider said appeal.

Section 6. Inspections. The ACB, through its authorized representatives, may make periodic inspections to ensure that the construction is in accordance with the approved plans and specifications.

Section 7. Indemnification. The Association shall indemnify and hold harmless the ACB, and each member thereof, from any liability, loss, claim, action or suit, including but not limited to original and all appellate levels, attorney's fees and costs, arising from or by virtue of any action, except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof, relative to the rights and duties as required to indemnify the ACB or any member thereof for action brought by the Association in which the Association is successful.

Section 8. Exemption. The Developer shall be exempt from the provisions of Article VI and shall not be obligated to obtain Committee approval for any construction or change(s) in construction which the Developer may elect to make at any time.

**ARTICLE VII**  
**GENERAL USE RESTRICTIONS**

Sections 1. Applicability. The provisions of this Article shall be applicable to the Property. In addition to and not in lieu of the following General Use Restrictions, supplemental Covenants and Restrictions may be filed contemporaneously herewith, or at such time as the Declarant may deem appropriate pursuant to Declarant's authority as contained herein.

Section 2. Uses and Structures.

(a) No Lot or Unit 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.

(b) 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 any noxious or offensive activity be carried upon any Lot or Unit; nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood; nor shall any trade, business, profession, or other type of commercial activity be carried on upon any Parcel without the express written consent of the Declarant (this shall not prevent an owner from renting its property for residential use).

(c) No trailer, tent, shack, garage, barn or other outbuilding erected on a Lot or Unit 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 Lot or Unit, 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 Lot or Unit, except that a recreational vehicle or motor home may be brought upon the Lot or Unit 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 for purposes of this section:

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.

2) "Vans and Light Pick-up Trucks" means vehicles with less than a one-half (1/2) ton rated weight carrying capacity, and which do not exceed eighteen (18) feet in length, which is used solely as a passenger vehicle and not as a "commercial vehicle", as that term is defined hereafter, and which do not exceed eighteen (18) feet in length. Vans and pick-up trucks, or other trucks not contemplated by this section, are specifically prohibited.

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.

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.

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) "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.

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.

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 aforesaid 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 twenty-one (21) 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 2(c), service vehicles may be temporarily parked in designated parking areas during the time they are actually servicing improvements upon a Lot or Unit, 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 Lot or Unit.

Additionally, vehicle maintenance is not permitted upon or adjacent to any Lot or Unit. 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.

(d) 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. However, if and when such time as cable television service is available into the subdivision, television and/or satellite reception dishes will no longer be permitted, and, if present, shall be removed immediately.

(e) 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.

(f) No garage, estate, or yard sales shall be permitted on, or affiliated with, any Lot or Unit.

(g) No Owner of any Lot, Unit, or Parcel shall market, lease, or rent the Lot, Unit, or Parcel for a period less than six (6) months.

Section 3. Lot area, width, set back, size of building and prohibitions against subdividing platted lots.



(a) No Lot shall be further subdivided for residential use, unless such further subdivision of the property is to increase the size of existing Lots. It is the intent of this prohibition to restrict the parcel to one residence per Lot or larger parcel. Any further re-subdivision or dividing of properties in order to increase the size of a residential parcel shall be done only with the approval and consent of the ACB.

(b) No structure, including swimming pools and/or pool enclosures shall be built or placed upon the lot nearer than 20 feet to the front lot line, 5 feet to the rear lot line, 5 feet from the side lot line and 20 feet to the street line of any corner lot.

(c) No residential structure shall be constructed in Amherst Village which is less than 1,600 square feet of Living Space.

(d) Notwithstanding the foregoing paragraph, the minimum area of Living Space shall be 2,200 square feet upon the following Lots:

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

Section 4. Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Unit.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Lot or Unit, except that not more than 2 dogs or 2 cats or any combination thereof, or any other domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or purposes.

Section 6. Fences and Hedges. No fence or wall shall be erected or maintained in the front beyond the front building set back line. No hedge over three feet in height shall be permitted along the front lot line. No fence or hedge shall be erected or maintained, which shall unreasonably restrict or obstruct sight lines.

Section 7. Garbage and Rubbish. Garbage or rubbish shall not be dumped or burned or allowed to remain on any Lot or Unit, except that garbage, rubbish or other debris, properly contained in metal or plastic receptacles, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times such receptacles shall be placed on the Lots or Units so as to not be visible from the road. All refuse receptacles, propane gas tanks and fuel oil tanks shall be so constructed, placed or screened so as not to be visible from any public road.

Section 8. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the properties. Public and private utility companies servicing the properties shall have perpetual easements for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cable and conduits, television cables and conduits under, over and through such portions of any Lot or other Parcel. An easement is hereby reserved unto Declarant over the front ten (10) feet and over the side and rear five (5) feet of each platted lot for utility installation and maintenance where an easement has not previously been established by the Declaration on the plat of the properties.

Section 9. 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.

No sign may be erected on any Lot or Unit, in any manner of display, without the advance written consent of the ACB. The ACB may give such consent, as well as variances from the dimensions, only for health and safety reasons of the subject Lot

Owner (e.g., Deaf children in area). No sign shall exceed twelve (12) inches by eight (8) inches in size, and each Lot or Unit will be limited to one sign, which shall be placed at least ten (10) 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. The Declarant and/or the ACB 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 ACB or its representative.

Notwithstanding any provision to the contrary, the Declarant 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.

Section 10. Parking. Owners shall provide adequate off-street parking for the parking of automobiles owned by such Owner, and his guests, and shall not park or allow his guests to park their automobiles on the adjacent road and street right-of-way overnight or for periods of time longer than four hours.

Section 11. Changes in Lot Elevation. No changes in the elevation of any Lot shall be made which will interfere with the drainage of, or otherwise cause undue hardship to the adjoining Lots or Units.

Section 12. Owner Maintenance. The Lots and Units and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his property and the improvement thereon (whether vacant or occupied) in a neat and attractive condition, the ACB, its authorized agents or successors and assigns may, after ten days' notice to such Owner, enter upon such property repair, maintain and restore the improvement and to have the grass, woods and other vegetation cut, debris removed and the property returned to the prevailing standards of appearance of the community. The ACB, its authorized agents or successors and assigns is hereby authorized to enter upon the property to conduct such actions when and as often as the same is necessary in its judgment to maintain the property in a fashion contemplated by this Declaration. The Owner of any such property shall be personally liable to the Association for the cost of any such repairs and maintenance, which costs shall be added to and become a part of the assessment, to which said Lot or Unit is subject.

Section 13. Landscaping. Proper landscaping complements not only the individual Lot or Unit, but also the overall appearance and beauty of the subdivision. Therefore, a minimum of 2% of the construction costs shall be spent by an Owner in the subdivision for new landscape plant materials for each single-family residence. The proposed plan for landscaping will be submitted to the ACB at the time of compliance of Article VI, Sections 2 and 3 herein.

Section 14. Underground Utilities. All utility service such as, but not limited to, electric, telephone, cable television and gas running from their main distribution line to individual homes shall be underground only.

Section 15. 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 ACB.

Section 16. Exclusive Residential Contractor. Citrus Hills Construction Company, and/or its express designees, if any (herein "CHCC"), shall be the exclusive residential contractor, or builder, upon the Property. No Dwelling Unit may be constructed upon any of such Lots, Units or Parcels unless constructed by CHCC.

## **ARTICLE VIII** **GENERAL PROVISIONS**



IN WITNESS WHEREOF, Hampton Hills, LLC, a Delaware Limited Liability Company,  
has hereunto set its hand this 31 day of December, 2019.

Hampton Hills LLC,  
a Delaware Limited Liability Company

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

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

Karen S. Peters  
Witness name: KAREN S. PETERS  
City, State: Hernando, FL

By: Eric Abel  
Eric Abel, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

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

WITNESS my hand and official seal, this 31 day of December, 2019.



Heidi Spradley  
Notary Public

This instrument prepared by: Stephen Hallet, General Counsel, Hampton Hills LLC., 2476 N. Essex Avenue,  
Hernando, FL 34442.

EXHIBIT A

All of the Lots and Units situated in:

- 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 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, 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 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 3 of Block E, all of SKYVIEW VILLAS III- PHASE I subdivision, according to the plat thereof recorded in Plat Book 18, Pages 106 through 107, Public Records of Citrus County, Florida.
- Lots 1 through 65, Block F; and, Lots 66 through 112, Block G, of 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

EXHIBIT B