

RESTRICTIVE COVENANTS AND EASEMENTS

DECLARATION made this 14th day of July, 19 83, by Hampton Hills, a general partnership, hereinafter called the "Company", and

WHEREAS, the Company is the owner of certain lands in Citrus County, Florida, subdivided as shown on the recorded plat thereof, recorded in Plat Book 12, Pages 20 through 23, inclusive, of the Public Records of Citrus County, Florida on July 22, 1981 and designated as HAMPTON HILLS.

WHEREAS, it is the Company's intention that the lands aforesaid be made subject to certain restrictive covenants upon the use of each and every parcel located therein,

NOW THEREFORE, the Company declares that the aforesaid lands are held and shall be conveyed subject to:

- (a) The following covenants and restrictions which shall run with the land for thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten(10) years each, unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded.
- (b) The easements referred to in Paragraph 7 hereof, which shall be perpetual in duration.

1. USES AND STRUCTURES

- (a) No lot shall be used except for the residential purposes and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height.
- (b) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family; nor shall any business of any kind or noxious or offensive activity be carried on upon any lot, within or without the dwelling; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation. The keeping of a mobile home, a motor home, travel trailer, or motor boat, houseboat, or similar water born vehicle, shall only be maintained, stored, or kept on any building site only if housed completely within a structure which has been architecturally approved, pursuant to paragraph 9 hereof, or if such equipment is of a size which cannot be reasonably contained within an approved structure, then it shall only be stored at the site in a manner approved by the Architectural Control Board. To obtain the approval of the Board for the storage of such a vehicle, the property owner shall submit a plan which shall depict the site for the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to the adjoining property owners.
- (d) Parking: Owners shall provide adequate off street parking for the parking of automobiles owned by such owners and guests and shall not park or allow their guests to park their automobiles on the adjacent road and street right-of-way.

2. LOT AREA AND WIDTH; SET BACK; SIZE OF BUILDING

- (a) No structure shall be built on a lot having an area less than 40,000 square feet.
- (b) No structure, except swimming pools, shall be built or placed on a lot nearer than: 60 feet to the front lot line; 10 feet to the rear lot line; 20 feet from the side lot line; 25 feet to the side street line of a corner lot.
- (c) Swimming pools shall not be constructed less than 10 feet from rear and side lot lines.
- (d) All residences shall have a minimum of 1,700 square feet of heating and cooling living area. In determining the square footage, carports, screen porches and garages shall not be included.

3. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that not more than two dogs, cats or other domesticated pets shall be kept, provided that they are not kept, bred or maintained for any commercial purposes.

5. FENCES AND HEDGES

No fence or wall shall be erected or maintained in the front beyond the front building setback line, except stonewalls or split rail fences which are less than three feet in height. No hedge over three (3) 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 block the view from an adjoining lot, or obstruct sight lines at corners and at intersections or driveways with streets.

6. GARBAGE AND RUBBISH

Garbage or rubbish shall not be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the 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 so as not to be visible from the road.

7. EASEMENTS

(a) Easements are hereby reserved to the Company, its successors and assigns, for the construction, installation and maintenance of any and all utilities, inclusive of electricity, gas, cable television, telephone, water, drainage and sewer facilities. Such easements shall be confined to a 7.5 foot width along the rear and sidelines of every lot and along every street, road or highway abutting any lot. From and after such time as two or more contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed to be a single lot for the purpose of determining the side lot lines. No building or structure shall be erected nor any paving laid nor any filling or excavation done within the easement areas occupied by or reserved for such facilities.

(b) The Company, its successors and assigns, shall at all times have the right of ingress and egress over the aforesaid easements, and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, electric, gas, telephone and cable television facilities within such easement and right-of-way areas, and shall also have an easement in general with and over each lot for access to such easement areas, and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting, and reading any meters appurtenant to such facilities.

8. SIGNS

No billboards, signboards or advertising devices shall be maintained on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder advertising the property during the construction and sales period.

9. ARCHITECTURAL CONTROL BOARD

There is appointed for the purposes and with the powers hereafter expressed, an Architectural Control Board (the "ACB") whose initial members shall be Samuel A. Tamposi, Gerald Q. Nash and Stanley C. Olsen, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days of said plans and specifications having been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

- (a) **Construction.** No building, fence, wall swimming pool or other structure or landscaping shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition or change in alteration therein or change in exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony to external design and location in relation to surrounding structures and topography by the ACB. The ACB may establish architectural criteria to be applied in determining whether to approve a design for construction. Such criteria should include the size, styling, materials, colors, roofscape, garages, driveways, fences and screen and landscaping.
- (b) **Plans and Specifications.** Plans and specifications for final approval shall include the following:
1. Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placing of residences, garage, out buildings and walls or fences.
 2. Front elevations and both side elevations or front elevation and one side elevation and rear elevation of building (plus) elevations of walls and fences.

4. Data as to materials, color and texture of all exteriors including roof coverings, fences and walls.
 5. A landscaping plan for the Lot.
 6. One set of blueprints shall be left with the ACB until construction is completed.
- (c) Notice of Board Action. The ACB shall notify the Owner in writing of the ACB's approval or disapproval within 10 days after the filing of plans and specifications to them. Written approval will not be unreasonably withheld.
- (d) Inspections. The ACB through its authorized representatives may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.
- (e) Indemnification. The ACB and each member thereof shall be held harmless from any liability, loss, claim, action or suit, including but not limited to 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 their rights and duties as granted them by these Covenants.

10. VIOLATIONS AND ENFORCEMENT

- (a) Violations of any covenant or restriction may be remedied by the Company, its successors and assigns, or by any property owner in Hampton Hills and the reasonable expenses thereof shall be chargeable to the then owner of the lot and be payable upon demand. The foregoing shall be alternative, or in addition to the enforcement provisions of subparagraph 10(b).
- (b) Enforcement shall be by proceedings at law or in equity brought by the Company, its successors and assigns, or by the owner of any lot, against any person or persons violating or attempting to violate any covenants or to recover damages or both.
- (c) The failure of the Company to enforce any covenant or restriction herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the Company of those or other provisions of these restrictive covenants.

11. SEVERABILITY

Invalidation of any of the aforesaid covenants and restrictions by judgment of court order shall in no wise effect any of the other covenants which shall remain in full force and effect.

12. AMENDMENT

The company reserves the right to amend this declaration of restrictive covenants and easements at any time so long as it is the owner of more than fifty (50%) percent of the lots described herein.

IN WITNESS WHEREOF, Hampton Hills, a general partnership, has hereunto set its hand this 14 day of July, 1983.

WITNESSES:

HAMPTON HILLS, a general partnership

[Handwritten signatures of witnesses]

[Handwritten signature]
Partner

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Samuel A. Lampos, to me known to be the person described as a partner in and who executed the foregoing Covenants and Restrictions, and acknowledged before me that he executed same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State above this 14 day of July, 1983.

[Handwritten signature]
NOTARY PUBLIC

My Commission Expires
ROY P. KING, Notary Public
My Commission Expires March 2, 1984
(SEAL)

[Handwritten signature]
D.C.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT GERRONS, CLERK
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BOOK 623 PB 16 88

FREDDIE EARLING 06/17/77

ORDER TO ENTER THIS CO. FILE 12.1-304

AMENDMENT

TO

HAMPTON HILLS RESTRICTIVE COVENANT AND EASEMENTS

WHEREAS, Hampton Hills a General Partnership has previously caused to be filed and recorded in the Public Records of Citrus County, Restrictive Covenants and Easements which Restrictive Covenants are recorded in Plat Book 622, Pages 436 through 440 inclusive and,

WHEREAS, these Restrictive Covenants and Easements affect property known as Hampton Hills Subdivision which is recorded in Plat Book 12, Pages 20 through 23, inclusive, in the Public Records of Citrus County, and,

WHEREAS, no lots have been sold in said subdivision and it is the desire of the Hampton Hills partnership to amend certain provisions of said recorded restrictions as part of the uniform plan of development of said property and to protect the value of property for purchasers therein,

NOW THEREFORE, Hampton Hills, a General Partnership and owner of Hampton Hills Subdivision as recorded in the Public Records of Citrus County as noted above, hereby amends the Restrictive Covenants and Easements identified above in the following manner:

1. USES AND STRUCTURES

Paragraph 1, Subparagraph (c) is amended to read as follows:

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a

VERIFIED BY: _____
D.C.

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building site covered by these Covenants shall at any time be used for human habitation. The keeping of a mobile home, a motor home, travel trailer, or motor boat, houseboat, or similar water born vehicle, shall only be maintained, stored, or kept on any building site only if housed completely within a structure which has been architecturally approved, pursuant to paragraph 9 hereof, or if such equipment is of a size which cannot be reasonably contained within an approved structure, then it shall only be stored at the site in a manner approved by the Architectural Control Board. To obtain the approval of the Board for the storage of such a vehicle, the property owner shall submit a plan which shall depict the site for the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to the adjoining property owners.

2. Paragraph 1 is further amended by adding a Sub-paragraph (d).

(d) Parking: Owners shall provide adequate off street parking for the parking of automobiles owned by such owner and guests and shall not park or allow their guests to park their automobiles on the adjacent road and street right-of-way.

3. LOT AREA AND WIDTH: SIZE OF BUILDING

Paragraph 2, Subparagraph (a) is amended to read as follows:

(a) No structure shall be built on a lot having an area less than 40,000 square feet.

In all other respects the restrictions are confirmed and ratified.

IN WITNESS WHEREOF, Hampton Hills, a general partnership, has hereunto set its hand and this 10th day of August, 1983.

WITNESS:

HAMPTON HILLS,
a general partnership



Jean B. Russell

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State of Florida, County names above to take acknowledgments, personally appeared Stanley C. Glenn to me known to be the person described as a partner and who executed the foregoing Amendment, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State above this 10th day of August, 1983.

Jean B. Russell
NOTARY PUBLIC

My Commission Expires:

SEAL

NOTARY PUBLIC SEAL OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 30, 1985
BOONEN BROS. COMPANY, INC., TAMPA, FLORIDA

This instrument was prepared by:
Carl A. Bertoch
Route 3, Box 731-B
Crystal River, Florida 32629

BOOK-623-0816-33

REC'D MAILING 08/17/83

Exhibit A

We, the undersigned lot owners of the respectively designated lots within Hampton Hills, do hereby acknowledge our consent to the foregoing proposed amendment to the Hampton Hills Restrictive Covenants and Easements. In full consent, and acknowledgement of that consent, we sign:

- 1. 85 LOT Printed name and address DOROTHY R. LINDIA, 101 W. BRITAIN ST., HERNANDO 32642 Signature Dorothy R. Lindia
- 2. 127 LOT Printed name and address JOHN E. PASTOR 390 W. BRITAIN ST HERNANDO Signature John E. Pastor
- 3. 73 LOT Printed name and address LOUIS LARINER 120 N. ... Signature Louis Lariner
- 4. 87 LOT Printed name and address MARY ... Signature Mary ...
- 5. 77 LOT Printed name and address R. GELIN 114 W. Albany Signature R. Gelin
- 6. 76 LOT Printed name and address ... Signature ...
- 7. 85 LOT Printed name and address ... Signature ...
- 8. 84 LOT Printed name and address Joyce K. Flann 1482 N. Abalone terr. Signature Joyce K. Flann
- 9. 124 LOT Printed name and address ROBERT E. CONLEY JR 476 W. BRITAIN ST. Signature Robert E. Conley Jr.
- 10. 67 LOT Printed name and address ... Signature ...
- 11. 61 LOT Printed name and address ... Signature ...
- 12. 51 LOT Printed name and address Shirley Wall 229 W. BRITAIN Signature Shirley Wall
- 13. 9 LOT Printed name and address Louis M. Heliotis 164 ... Signature Louis Heliotis
- 14. 8 LOT Printed name and address ... Signature Alexis Baliszewski
- 15. 3 LOT Printed name and address ... Signature Alexis Baliszewski
- 16. 10a LOT Printed name and address ... Signature ...
- 17. 46 LOT Printed name and address JOHN F. HOWARD JR 371 W. Britian Str. Signature John F. Howard Jr.
- 18. 42 LOT Printed name and address Lois Campbell 487 W. Britain St. Signature Lois Campbell
- 19. 38 LOT Printed name and address ... Signature ...
- 20. 5 LOT Printed name and address JOHN A. LINGERHILL 60 W. Chase St. Hernando Signature John A. Lingerhill

This instrument prepared by: Eric D. Abel, 2450 N. Citrus Hills Blvd., Hernando, FL 32642

15-1602

AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS
BOOK 622, PAGES 436, ET SEQ., OF THE PUBLIC RECORDS OF
CITRUS COUNTY, FLORIDA.

WHEREAS, Hampton Hills, a Florida General Partnership is the Developer of Hampton Hills subdivision, which properties are duly platted of record in Citrus County, Florida and,

WHEREAS, Hampton Hills, the Declarant herein, has previously caused to be recorded restrictions in the public records of Citrus County in OR Book 622, Pages 436, et seq., and Amendments to said restrictions recorded in OR Book 623, Pages 118, et seq.; and, OR Book 629, Pages 1784, et seq.; and

WHEREAS, Hampton Hills, the Declarant herein, desires to amend Section 8., relating to signs; and

WHEREAS, Hampton Hills, the Declarant herein, does hold title, along with the consent of those lot owners listed on the attached "Exhibit A" and acknowledging their consent by their signatures, to more than fifty percent (50%) of the lots, satisfying the current requirements of Section 12 of the Hampton Hills Restrictive Covenants and Easements,

NOW THEREFORE, Hampton Hills by and through its managing partners, Samuel A. Tamposi, Sr. and Gerald Q. Nash, do hereby amend Section 8. to read as follows:

Section 8. Signs. For purposes of these Covenants, "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 without the advance written consent of the ACB. No sign shall exceed twelve (12) inches by eight (8) inches in size and each Lot 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. Except in the case of signs advertising a Lot or house for sale, no sign may be erected or maintained for a period longer than thirty (30) days except upon prior written approval by the ACB. No sign advertising a Lot or house for sale shall include the price being asked by the Owner. 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 Declarant and/or ACB or its representative.

Notwithstanding any provision to the contrary, the Declarant or its assigns may erect signs larger than the above-described dimensions at its model homes and other buildings located throughout the Property.

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

R
Return To Manatee Title Co., Inc.

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D.C.

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CITRUS COUNTY, FLORIDA
BETTY HINFLER, CLERK

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