

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS  
FOR  
HALLS RESERVE**

This Declaration is made this 29<sup>th</sup> day of OCTOBER, 2018, by Hampton Hills, LLC, a Delaware limited liability company, the property owner holding title to the property described in Article II, Section 1 hereof, which declares 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 Halls Reserve P.O.A., Inc., a Florida not-for-profit corporation, its successors or assigns. The Association shall exist in perpetuity and should the Association be dissolved, the control or right of access to the surface water management system facilities shall be conveyed, dedicated, or transferred to an appropriate governmental unit or public entity and then, if not accepted, conveyed to a non-profit corporation similar to the Association.
- (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" or "Developer" shall mean and refer to Hampton Hills, LLC, a Delaware limited liability company, its successors or assigns.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) The term "Parcel" shall mean and refer to a Lot, Unit, Dwelling Unit and/or to a Lot and all improvements thereon.

(j) 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.

(k) The term "Unit" or "Dwelling Unit" shall mean and refer to a dwelling unit within the Property which shall be a single family structure.

(l) 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 Halls Reserve P.O.A., 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," (2) special assessments hereinafter referred to as "special assessments," and (3) specific assessments hereinafter referred to as "specific assessments." Such annual, special, and specific 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 common property (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, 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.

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, \$400 per Unit per year and \$50 per vacant Lot 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, 2018 or as soon thereafter as possible. The amount of the assessment for the first year shall be \$400.00 per Unit and \$50.00 per each vacant Lot. 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 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 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.

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 and the cost of collection thereof, as hereinafter provided, thereupon be a continuing lien on the Lot or Unit against which each assessment was made. Any individual who acquires title to a Lot or Unit upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot or Unit.

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, and 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 Lot(s) or Unit(s) on which the assessment is unpaid, or may foreclose the lien against the Lot or Unit 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.

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. Fines; Fining. There is appointed for the purposes of and with the powers hereafter expressed, a Fining Committee, made up of no less than three (3) Owners appointed by the Association's Board of Directors, who are not officers, directors, employees or the spouse, parent, child, or sibling of any officer, director, or employee of the Association. In the event of the death or resignation of any member of said Fining Committee, the remaining member(s) shall have the full authority to approve or exercise the powers and authority of the Fining Committee, as hereafter provided or to designate a representative with like authority until such time as the Board of Directors appoints a new member to the Fining Committee. Neither the members of the Fining Committee, nor its designated representative(s), shall be entitled to any compensation for service performed to this Covenants. Nor shall they incur any liability for their actions or their failure to act.

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

Section 10. Declarant Exemption. Notwithstanding anything to the contrary, the Declarant or its successors or assigns shall not be obligated to pay to the Association any assessments, fees, or fines upon any of said Lots or Units owned by the Declarant which would otherwise be subject thereto. The Lots owned by the Developer or its successors or assigns may become subject to assessment upon the first conveyance of each such platted lot.

## ARTICLE 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 Lydia Greiner, Sheri Braddock, and Kate Peters, 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 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 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 this Article and shall not be obligated to obtain ACB 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 (1) ton rated 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.

- 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 aforesated 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.
- (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.



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.

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 company or 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 road or right-of-way.

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. Only automobiles, vans constructed as private passenger vehicles, and pick-up trucks used as private passenger vehicles may be parked within the Property overnight without the prior written consent of the Association. Notwithstanding the foregoing, the Developer may place a commercial vehicle, truck, or trailer on the Property at any time to aid in its construction and/or sales activity. No more than two (2) personal vehicles may be parked overnight in the driveway of any lot or Unit. No Owner shall permit on-street parking by themselves or their guests for more than five (5) hours during daylight hours. No parking is permitted on vacant Lots or Parcels, except by the Owner of said Lot or Parcel. Commercial trucks, trailers, campers, mobile homes, boats, boat trailers, or recreational vehicles must be stored in fully enclosed garages with the doors closed and may not be parked in any driveway or upon any Lot, Unit, or Parcel; provided, however, that it shall not be a violation of this provision for an Owner to park, in Owner's driveway, a camper, recreational vehicle, or a boat on a boat trailer, for a period of time not to exceed twenty-four (24) hours. No motor vehicle or boat repair work shall be conducted on any portion of the property. No ATV vehicles may be used on the Property without the written consent of the Association.

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 (10) 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.

Section 16. Exclusive Residential Contractor. Citrus Hills Construction, LLC, a Delaware limited liability company, its successors, assigns, and/or its express designees, if any (herein "CHC"), 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 CHC.

Section 17. 55+ Community. In accordance with Subpart E, Housing for Older Persons, Section 100.304 et seq. of the Federal Fair Housing Act, Halls Reserve subdivision, is designed, promoted, marketed, and restricted as a 55+ community. It is intended that Halls Reserve subdivision be operated, maintained, and managed for occupancy by older persons. Accordingly,

eighty percent (80%) of the Dwelling Units shall be occupied by at least one (1) resident who is 55 years of age or older. The remaining twenty percent (20%) of the Dwelling Units are not required to meet the 55-year age requirement.

## **ARTICLE VIII GENERAL PROVISIONS**

Section 1. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the Covenants, Conditions, Restrictions, and Easements, this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and recordation of any instrument executed by: (1) Declarant, at any time which it holds title to one (1) or more of the Units/Lots of the Property subject to this Declaration, as it may be amended from time to time; or, alternatively, (2) Owners who collectively hold not less than two-thirds of votes cast, upon a quorum, of the membership in the Association, provided that, so long as the Declarant is the Owner of any Property affected by this Declaration, the Declarant's consent to such amendment, change, addition, derogation, or deletion to these Restrictions must be obtained. Every amendment made pursuant to this Section 1, shall be effective upon recording in the public records, and shall apply to all of the Lots and Units within the Property whether or not previously sold or conveyed.

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

Section 2. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of 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 members, having sixty percent 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 in the Public Records of Citrus County, Florida.

Section 3. Notice. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly made when personally delivered or mailed, postage paid, to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. The Declarant, the Association, an Owner or the ACB may enforce these Covenants and Restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants or Restriction, either to restrain the violation or to recover damages and against the Lot or Unit to enforce any lien created by these Covenants. Should the Declarant, the Association, an Owner, or the ACB bring any action or suit, either at law or in equity, or both to enforce these Covenants and Restrictions, or should the Declarant bring suit against the Association to compel same to perform its obligations hereunder, it shall be entitled, in addition to all other relief provided by law, to an award of reasonable attorneys' fees and costs, including all costs incurred at the appellate level. Failure by the Association or by any Owner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

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

Section 5. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or other court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the feminine and the neuter, and vice-versa.

Section 7. Effective Date. The Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida.

IN WITNESS WHEREOF, Hampton Hills LLC, a Delaware limited liability company, has hereunto set its hand and seal this 29<sup>th</sup> day of OCTOBER, 2018.

WITNESSES:

Hampton Hills LLC, a Delaware limited liability company.

Witness: Cathy Rider  
Print: Cathy Rider

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

Witness: Sheri Braddock  
Print: Sheri Braddock

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

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 acknowledgments, personally appeared Stephen A. Tamposi and Eric D. Abel, known to me to be the persons described in and who executed the foregoing instrument for Hampton Hills LLC, a Delaware limited liability company, that they acknowledged before me that they executed the instrument as President and Secretary, respectively, of said company as the act and deed of the Company for the purposes therein mentioned.

Executed and sealed by me at the State and County aforesaid, on the 29 day of October, 2018.

Cheryl Wisser  
NOTARY PUBLIC

SEAL:

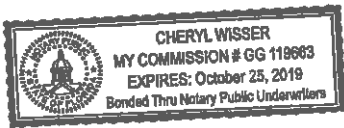


EXHIBIT A

The following Lots situated in HALLS RESERVE subdivision, as recorded in Plat Book 20, Pages 14 through 16, Public Records of Citrus County, Florida:

Lots 1 – 122.



EXHIBIT B

The following described tracts situated in HALLS RESERVE subdivision, according to the plat thereof recorded in Plat Book 20, Pages 14 through 16, of the Public Records of Citrus County, Florida:

None at this time.