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VERIFIED BY: *[Signature]* D.C.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY SIMPSON, CLERK

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THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB MEMBERSHIP, HAMPTON HILLS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB MEMBERSHIP, HAMPTON HILLS ("Club Declaration") is made this 11th day of June, 1997, by Hampton Hills, a Florida general partnership. It affects certain lots developed by Hampton Hills, benefitting those lots with Social Memberships in Citrus Hills Golf and Country Club, and burdening those lots with the obligation of paying dues for such membership, as established by Citrus Hills Golf and Country Club, Inc., to Hampton Hills Master Property Owners Association, Inc., its successors and assigns (herein "Association").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Club Declaration, and desires to create thereon the benefit of social membership in the Citrus Hills Golf and Country Club, and the burden of payment of family social membership dues as established from time to time by Citrus Hills Golf and Country Club, Inc., or its assigns, and to provide for collection of such payments by the Association; and,

WHEREAS, Developer desires to subject additional property to this Club Declaration;

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Club Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including this Club Declaration.

ARTICLE I. : DEFINITIONS

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

1. "Club" means Citrus Hills Golf and Country Club, the club/association established by Citrus Hills Golf and Country Club, Inc., a Florida corporation, and/or its successors and assigns.
2. "Developer" means Hampton Hills, a Florida general partnership, its successors or assigns.

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3. "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for use as living quarters and constructed upon a Lot, Unit or Parcel of the Property. The term "Dwelling" shall include apartments, single-family homes, townhomes, duplexes, condominium or cooperative units and the like.
4. "Family Social Member" means a Charter Social Member, of the Family type, of the Club, as defined and determined by the Club in its Charter Membership Plan, Rules and Regulations, as they may be amended from time to time.
5. "Lot" means any platted lot within the Property.
6. "Qualified Owner" means any Person who from time to time holds record title to any Lot, Unit or Parcel, upon which there is a completed Dwelling (as determined by the issuance of a Certificate of Occupancy by a governmental entity). If more than one Person holds such title, all such persons are Qualified Owners, jointly. This expressly does not include the Developer.
7. "Parcel" means any portion of the Property that is not a Unit or Lot and is not Common Property or property owned by a governmental entity.
8. "Person" means any natural person or artificial entity having legal capacity.
9. "Property" shall mean and refer to that certain real property identified in Article II hereof which is made subject to this Club Declaration.
10. "Unit" means a cooperative unit pursuant to the declaration or documentation applicable thereto.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

1. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Club Declaration is located in the County of Citrus, State of Florida, and is more particularly described in the description attached hereto as Schedule A, and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto made subject to this Club Declaration, less any deletions therefrom pursuant to this Club Declaration shall hereinafter be referred to as the "Property".
2. Appurtenances. The benefit and burden of all rights and easements granted by this Club Declaration constitute a permanent appurtenance to, and will pass with the title to every Lot, Unit or Parcel enjoying such benefit.

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ARTICLE III. : ADDITIONS OR DELETIONS OF PROPERTY

1.
 - a. Additions to the Property. Additional land may be made subject to all the terms hereof in the manner specified in this Article, so long as Developer maintains ownership of at least one Lot, Unit or Parcel. Notwithstanding the foregoing, however, under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by the Developer or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Club Declaration. All additional land which, pursuant to this Article, is made subject to this Club Declaration shall hereupon and thereafter be included within the term "Property" as used in this Club Declaration.
 - b. Mergers. Upon the assignment, sale, merger, consolidation, or other transfer of Citrus Hills Golf and Country Club, Inc. ("Club") to another person or entity, the Club's rights may, by operation of law, be transferred to the assignee, transferee, surviving or consolidated corporation. The surviving or consolidated corporation shall thereafter operate as the Club under this Club Declaration and administer the rights and privileges established by this Club Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Club Declaration.
 - c. Deletions from the Property. Except as otherwise may be expressly provided herein, only the Developer may delete and withdraw a portion of the Property from being subject to this Club Declaration.
2. Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to or from this Club Declaration by, and only by, the following procedure:
 - a. The Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Club or any Owner, to make additional land subject to this Club Declaration.
 - b. The addition shall be accomplished by the Developer filing of record an amendment to this Club Declaration to include the additional land within the scope of this Club Declaration. Such supplement need only be executed by the Developer and shall not require the joinder or consent of the Club or the Owners. Such supplement may contain such additional provisions and/or modifications of the Covenants and Restrictions contained in this Club Declaration as may be desired by Developer.

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- c. The Developer may delete and withdraw a portion of the Property from being subject to this Club Declaration by a supplement to this Club Declaration recorded in the public records which specifically and legally describes the property being withdrawn. Such supplement need only be executed by the Developer and shall not require the joinder and consent of the Club or the Owners.
- d. Nothing contained in this Article shall obligate the Developer to make additions to or deletions from the Property.

ARTICLE IV. : MEMBERSHIP

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

ARTICLE V. : RIGHTS AND OBLIGATIONS OF THE CLUB

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

ARTICLE VI. : COVENANT FOR ASSESSMENTS

1. Assessments Established. Each Qualified Owner of any Lot, Unit or Parcel by acceptance of a deed to such Lot, Unit or Parcel whether or not it is so expressed in such deed, is deemed to covenant to pay to Hampton Hills Master Property Owners Association, Inc. for the benefit of Citrus Hills Golf and Country Club, Inc.:
 - a. the dues, fees and/or assessments, as established by the Club, from time to time; and,
 - b. any and all special assessments, fines, or penalties, assessed by the Club, pursuant to its Articles, By-laws, Membership Plan, and Rules and Regulations, as amended from time to time; and,
 - c. All interest, late fees and taxes, if any, that from time to time as may be imposed upon all or any portion of the dues, fees or assessments of the Club.

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All of the foregoing, together with all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Lot, Unit or Parcel against which each assessment is made. Each such assessment, together with all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person or Persons who was or were the Owner(s) of such Lot, Unit or Parcel when such assessment became due. Any one or all of the foregoing described assessments shall be referred to in this Club Declaration as "Assessment." The Association shall collect these Assessments.

2. Purpose of Assessments. The Assessments paid to the Club (through the Association) may not be used in a manner prohibited by the Club.
3. Initial Assessment. The initial Assessment shall be \$150.00, plus applicable sales tax, per year, per Lot, Unit or Parcel, and will remain in effect until a different Assessment is determined as provided in the Club's Articles, By-laws, Membership Plan and Rules and Regulations, as properly amended from time to time. The Assessment amount shall be collected as a special assessment, in accordance with the provisions of the Covenants and Restrictions.
4. Commencement of Assessment. Payment of the Assessment as to each Lot, Unit or Parcel owned by a Qualified Owner commences on the first day of being a Qualified Owner, with a pro-ration of the current Assessment, based on the day of becoming a Qualified Owner, and shall be paid to the Association so that it may pay the obligation to the Club. The Assessment may then and thereafter be billed to the Qualified Owner as a special assessment.
5. Lien for Assessment. All Assessments to any Lot, Unit or Parcel together with all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot, Unit or Parcel in favor of the Association to secure the Association's obligations to the Club as set forth herein. All holders acquiring liens on any Lot, Unit or Parcel after this Club Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Club Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien for the benefit of the Club, and the priority of said lien. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the Association's lien.
6. Certificate. Upon demand, and for a reasonable charge, the Association or Club will furnish to any interested person a certificate signed by an officer of the Association or Club setting forth whether the Assessments against a specific Lot, Unit or Parcel have been paid and, if not, the unpaid balance(s).

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7. Remedies. Any Assessment not paid within the time frames established by the Association, Club, and this Club Declaration, from time to time, shall be subject to late fees, penalties, and interest until paid at the rate(s) established by the Association and Club; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. The Association or Club may bring an action at law against the Qualified Owner personally obligated to pay such Assessment, or foreclose its lien against such Qualified Owner's Lot, Unit or Parcel. No Qualified Owner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the lien or its priority.

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

9. Priority Status of Lien. Sales or transfers of any Lot, Unit or Parcel do not affect the Assessment lien. The Association or Club may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any lienholder holding a lien on a Lot, Unit or Parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Association and Club with respect to such lien, including priority.

10. Homesteads. By acceptance of a deed to any Lot, Unit or Parcel, each Qualified Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement, benefit, and maintenance of any homestead thereon and the lien for Assessments has priority over any such homestead, and rights of homestead.

ARTICLE VII. : OPERATION AND ACTION

1. Operation. The provisions of this Club Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.
2. Action by the Association. All actions to be taken by the Association under this Club Declaration shall be taken by the Association, or its designees or assigns.
3. Action by the Club. All actions to be taken by the Club under this Club Declaration shall be taken by the Club, or its designees or assigns.

ARTICLE VIII. : GENERAL PROVISIONS

1. Enforcement. Unless expressly provided otherwise, the Association or Club, or their assigns, have the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, through, or pursuant to, the provisions of this Club Declaration. If the Association, Club or any Person entitled to enforce the collection provisions of this Club Declaration is the prevailing party in any litigation involving the collection of Assessments under this Club Declaration, such party shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association or Club is the prevailing party against any Qualified Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Qualified Owner's Lot, Unit or Parcel as provided herein. Failure by the Association or Club to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.
2. Amendment
Notwithstanding any contrary or limiting provision in this Club Declaration, the Developer may amend this Club Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time which Developer shall have title to one or more Lots, Units or Parcels.
3. Severability. Invalidation of any particular provision of this Club Declaration by judgement or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Club Declaration when necessary to avoid a finding of invalidity.

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4. Covenant Running with Property. The Covenants and Restrictions of this Club Declaration shall run with and be binding upon the Property, and shall remain in force and be enforceable, for a term of Twenty-Five (25) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years, unless: (i) ninety-five (95%) of the then-record title owners of the Property, along with the Club, affirmatively decide within six (6) months of such renewal date not to renew these covenants and restrictions and a certificate executed by the owners of the Property and the Club, certifying such decision is recorded in the public records; (ii) the Club, its successors and assigns, shall fail to exist; or, (iii) the Club shall no longer have available, make available or offer memberships.
5. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot," "Unit" or "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Club Declaration should be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose. The various headings used in this Club Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.
6. Assignment of Developer's Rights. Any or all of the rights, privileges, or options provided to or reserved by Developer in this Club Declaration, the Articles or the By-Laws, may be assigned by Developer, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of Citrus County, Florida. Any partial assignee of any of the rights of Developer shall not be deemed the Developer, and shall have no other rights, privileges or options unless otherwise specifically assigned. No assignee of Developer shall have any liability for any acts of Developer or any prior Developer unless such assignee is assigned and agrees to assume such liability.

IN WITNESS WHEREOF, the Developer has caused this Club Declaration to be executed by its duly authorized agent(s) on this 16th day of June, 19 97.

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

HAMPTON HILLS,
a Florida general partnership

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[Signature]
Name: LISA M. BRAZEMORE

By: [Signature]
Stephen A. Tamposi,
Authorized Agent

[Signature]
Name: ERIC D. ABEL

By: [Signature]
John E. Pastor
Authorized Agent

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as Authorized Agents of Hampton Hills, a Florida general partnership, who are personally known to me.

WITNESS my hand and official seal this 16th day of June, 1997.



LISA M BRAZEMORE
My Commission CC334381
Expires Dec. 08, 1997
Bonded by FIAI
800-422-1533

[Signature]
Notary Public - State of Florida
LISA M BRAZEMORE

JOINDER

Hampton Hills Master Property Owners Association, Inc., a Florida not-for-profit corporation, does hereby acknowledge its joinder in the foregoing Club Declaration.

WE WITNESS WHEREOF Hampton Hills Master Property Owners Association, Inc. has caused this joinder to be executed by its duly authorized agents on this 16th day of June, 1997.

HAMPTON HILLS MASTER PROPERTY OWNERS
ASSOCIATION, INC.

[Signature]
Name: LISA M. BRAZEMORE
[Signature]
Name: ERIC D. ABEL

By: [Signature]
Stephen A. Tamposi, President
By: [Signature]
John E. Pastor, Secretary

[NOTARY CONTINUED ON FOLLOWING PAGE]

document when received.

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STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as President and Secretary, respectively, of Hampton Hills Master Property Owners Association, Inc., a Florida not-for-profit corporation, who are personally known to me.

WITNESS my hand and official seal this 16th day of June 1997.



LISA M BAZEMORE
My Commission CC334351
Expires Dec. 08, 1997
Bonded by HAI
800-422-1565

Lisa M Bazemore
Notary Public - State of Florida
LISA M BAZEMORE

document when received.

SCHEDULE A

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Property

The following described properties, situated in HILLSIDE subdivision, according to the plat thereof recorded in Plat Book 110, Pages 26 through 28 inclusive, of the Public Records of Citrus County, Florida:
Lots 1 through 39, inclusive.

AND,

the following described properties, situated in HILLSIDE VILLAS subdivision, according to the plat thereof recorded in Plat Book 110, Pages 29 through 31 inclusive, of the Public Records of Citrus County, Florida:
Lots 1 through 40, inclusive.