

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
WINDWARD VILLAGE

This Declaration is made this 7th day of October, 1994, by Hampton Hills, a Florida general partnership, the property owners holding title to the property described in Article II, Section 1 hereof, (but for Lot 14, Hampton Hills First Addition, as platted and recorded in the Public Records of Citrus County, Florida, which Lot 14 is owned by The Ted Williams Trust of July 1985), which together declare that the real property described in Article II herein, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Conditions, Restrictions and Easements (sometimes referred hereinafter as "Covenants and Restrictions" and sometimes referred hereinafter as "The Declaration") set forth below.

ARTICLE I
DEFINITIONS

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

- a. The term "**Architectural Control Board**" or "**ACB**" shall mean and refer to the Architectural Control Board, as created in Article VI herein.
- b. The term "**Association**" shall mean or refer to the Windward Village Property Owners Association, Inc., a Florida not-for-profit corporation, its successors or assigns.
- c. The term "**Declarant**" shall mean and refer to Hampton Hills, a Florida general partnership, its successors or assigns.
- d. The term "**Living Space**" shall mean and refer to an area which is centrally heated and cooled, covered by a roof and enclosed by substantial walls, but does not include patios, carports and similar such areas.
- e. The term "**Lot**" shall mean and refer to any tract of land located within the Property which is intended for use as a site for a single family dwelling.
- f. The term "**Member**" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, herein.
- g. The term "**Owners**" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot or Unit or the purchaser or purchasers of said Lot or Unit by Agreement for Deed, which Agreement for Deed is current and in good standing at such time as the voting rights are intended to be exercised by said Member.
- h. The term "**Parcel**" shall mean and refer to a Lot, Unit, Dwelling Unit and/or to a Lot and all improvements hereon.
- i. The term "**Unit**" or "**Dwelling Unit**" shall mean and refer to a dwelling unit within the Property which is part of a multi-family structure.
- j. 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.
- k. "**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. (Amendment dated 2/17/98) (restated in Amendment dated 5/17/99)
- l. "**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. (Amendment dated 2/17/98) (restated in Amendment dated 5/17/99)

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 Windward Village Property Owners Association, Inc., regardless of where such property is located.

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

Section 4. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by law by the Southwest Florida Water Management District permit. (Amendment dated 2/17/99) (restated in Amendment dated 5/17/99) (restated in Amendment dated 8/5/02)

Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District. (Amendment dated 2/17/99) (restated in Amendment dated 5/17/99) (restated in Amendment dated 8/5/02) 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. (Amendment dated 8/5/02)

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 25% 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, (Amendment dated 7/22/97) paving, drainage, as well as street lighting. All work pursuant to this Article shall be paid for through assessments imposed in accordance with Article V hereof.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purposes of the Assessments; Maintenance, Operation and Repair of Surface Water Systems (Amendment dated 2/17/99). The assessments levied by the Association shall be used for the improvement and maintenance of the rights-of-way located within the properties (to the extent not provided for by municipal, county or state and federal government), provide for the staff and expenses, if any, of the Architectural Control Board and the enforcement of the Declarations hereby imposed, provide security service to the properties, to maintain the clubhouse, if any, and grounds thereof and such other services or property which the Association is authorized to provide.

The Association is hereby authorized and required to maintain the "Common Property," which is described on "Exhibit B" to the Declaration. (Amendment dated 7/22/97) 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. (Amendment dated 2/17/99) (restated in amendment dated 5/17/99)

Section 3. Basis and Maximum for Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sums calculated in accordance with the following schedule:

\$100.00 per Lot or Unit per year.

The maximum Annual Assessment may not be increased more than ten percent (10%) above the previous year's assessment except by a vote of the Members who are voting in person or by proxy at a special meeting duly called for this purpose, although such action may be taken at the annual meeting of the Members if prior notice thereof is given to the membership with the intention to request an increase above that amount for the next year. <Board Note: \$100.00 was assessed for the calendar years 1999 to 2001; \$110.00 for 2002; \$120.00 for 2003; \$130.00 for 2004; \$140.00 for 2005 & 2006.>

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of levying an annual assessment shall be sent to all Members not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first of such meeting called, the presence of Members or proxies entitled to cast 35 percent (35%) of all votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided herein shall commence on January 1, 1995. The amount of the assessment for the first year shall be \$100.00. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period, subject to the provisions Section 3 above. Written notice of the annual assessment shall be sent to every Owner. The due date(s) and time for payment(s), which may be monthly, quarterly, semiannually, or annually, shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specific Lot or Unit have been paid. Persons acquiring Lot(s) or Unit(s) from the 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 6. 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 attorneys' fees, and the costs of preparing and filing the claim of lien, the complaint in such action 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 7. 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 7, 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 8. Notwithstanding Anything to the Contrary. The Declarant or its successors or assigns shall not be obligated to pay to the Association any fees upon any of said Lots or Units owned by the Subdivider which are subject thereto.

ARTICLE VI **ARCHITECTURAL CONTROL BOARD**

Section 1. Architectural Control Board. There is appointed for the purposes of and with the powers hereafter expressed, an Architectural Control Board, sometimes referred to as the "ACB, whose initial members shall be Stephen A. Tamposi, John Pastor and Barry Cook, 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 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 pavers (Amendment dated 6/27/06) or cement 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.

ARTICLE VII **GENERAL USE RESTRICTIONS**

Section 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 in Article VII.

Section 2. Uses and Structures.

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

(b) No structure or any part thereof on a Lot shall be used for any purpose except as a private dwelling for one family; nor shall any noxious or offensive activity be carried upon any Lot or Unit; nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood; nor shall any trade, business, profession, or other type of commercial activity be carried on upon any Parcel without the express written consent of the Declarant (this shall not prevent an owner from renting its property for residential use).

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

- 1) **“Passenger Automobiles”** means those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans which do not exceed eighteen (18) feet in length. It also means certain enclosed utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover, and similar vehicles, provided they are in a condition similar to that which existed when sold by the manufacturer, and specifically excluding any of the stated vehicles which have been modified by increasing their height, adding off-road tires, roll bars, and similar apparatus unrelated to conventional passenger use of the vehicle.
- 2) **“Vans and Light Pick-up Trucks”** means vehicles with less than a one-half (1/2) ton rated weight carrying capacity, and which do not exceed eighteen (18) feet in length, which is used solely as a passenger vehicle and not as a “commercial vehicle”, as that term is defined hereafter, and which do not exceed eighteen (18) feet in length. Vans and pick-up trucks, or other trucks not contemplated by this section, are specifically prohibited.
- 3) **“Commercial Vehicles”** means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use, excluding cabinet or tool boxes on permitted vehicles.
- 4) **“Campers”** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.
- 5) **“Mobile homes”** means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed, or used as a permanent dwelling.
- 6) **“Motor homes” or “Recreation Vehicles”** means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities, shall be considered motor homes.
- 7) **“Boats”** means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

- 8) **“Trailers”** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

In addition to the aforesaid restrictions, no vehicle which is not currently licensed or cannot operate on its own power shall remain upon a Lot or Unit for more than seven (7) consecutive days. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida, or other state as the case may be. A vehicle which has not been moved from the same spot for twenty-one (21) consecutive days shall be presumed to be unable to operate on its own power.

Notwithstanding the foregoing vehicle restrictions, and parking regulations above-described in this Section 2(c), service vehicles may be temporarily parked in designated parking areas during the time they are actually servicing improvements upon a Lot or Unit, but in no event overnight except in the case of an emergency, and any of the motor vehicles, trailers, or other vehicles which are otherwise prohibited by virtue of these restrictions may be parked inside the garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to and from the Lot or Unit.

Additionally, vehicle maintenance is not permitted upon or adjacent to any Lot or Unit. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, engine maintenance or repair, body maintenance or repair. Washing vehicles is permitted. Cleaning the interior of the vehicle, waxing and checking fluid levels is also permissible. Emergency repairs to vehicles such as changing a flat tire are 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. Notwithstanding the foregoing, a “dish antenna” one meter (39.37 inches) or less in diameter designed to receive direct broadcast satellite service or to receive and transmit fixed wireless signals via satellite is allowed provided it is reasonably screened as approved by the ACB. (Amendment dated 6/27/06)

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

(f) 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.

(g) No garage, (Amendment dated 6/27/06) or yard sales shall be permitted on, or affiliated with, any Lot, Unit or Parcel. (Amendment dated 6/27/06)

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

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

(b) No structure, including swimming pools and/or pool enclosures shall be built or placed nearer than 25 feet from the front lot line, 20 feet from the rear lot line, 8 feet from the side lot line, and 20 feet from the street line of any corner lot. Provided, however, the setbacks shall be 20 feet from the front lot line, 5 feet from the side lot line, 5 feet from the rear lot line, and 12.5 feet (Amendment dated 8/5/02) from the street line of any corner lot, for only the following Lots:

Lots 1 through 30, Hillside subdivision (Amendment dated 2/13/98)

Lots 1 through 9 of Block A, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 13 of Block B, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 13 of Block C, Hillside South subdivision (Amendment dated 2/13/98)
Lots 1 through 57 of Block D, Hillside South subdivision (Amendment dated 2/13/98)
Lots 1 through 55 of Hillside South First Addition (Amendment dated 5/17/99)
Lots 1 through 74, Woodside Unit 1 subdivision (Amendment dated 4/2/01)
Lots 1 through 5 Hillside South Second Addition (Amendment dated 8/20/01)
Lots 1 through 13 Skyview Glen subdivision (Amendment dated 8/5/02)

(c) No residential structure shall be constructed or maintained upon any Lot, unless such structure shall contain at least 3,000 square feet of Living Space. (Amendment dated 8/7/96)

(d) Notwithstanding the foregoing paragraph, the minimum area of Living Space shall be 1,700 square feet upon the following Lots:

Lots number 1 through 30, Hillside subdivision. (Amendment dated 7/22/97)
Lots 1 through 9 of Block A, Hillside South subdivision (Amendment dated 2/13/98)
Lots 1 through 13 of Block B, Hillside South subdivision (Amendment dated 2/13/98)
Lots 1 through 13 of Block C, Hillside South subdivision (Amendment dated 2/13/98)
Lots 1 through 57 of Block D, Hillside South subdivision (Amendment dated 2/13/98)
Lots 1 through 55 of Hillside South First Addition (Amendment dated 5/17/99)
Lots 1 through 74, Woodside Unit 1 subdivision (Amendment dated 4/2/01)
Lots 1 through 5 Hillside South Second Addition (Amendment dated 8/20/01)
Lots 1 through 13 Skyview Glen subdivision (Amendment dated 8/5/02)

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. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling except that two (2) common household pets, such as dogs, cats or birds, may be kept, provided that they are not kept, bred or maintained for commercial purposes. All pets must be kept on leashes when outside of the Owner's Lot, Unit or Parcel. The owner or other person harboring such pet shall be responsible for taking immediate sanitary procedures to clean and remove any feces of the pet from the Property. Any pet causing or creating a nuisance or unreasonable disturbance, including, without limitation, violating the foregoing sentence, may be removed from the Property upon three (3) days written notice by the Association to the Owner thereof or to the person harboring such pet. (Amendment dated 6/27/06)

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 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 obstruct sight lines.

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

Section 8. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the properties. Public and private utility companies servicing the properties shall have perpetual easements for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cable and conduits, television cables and conduits under, over and through such portions of any Lot or other Parcel. An easement is hereby reserved unto the Declarant over the front sixteen (16) feet and over the side and rear eight (8) 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. Provided, however, such reservations unto the Declarant shall only be over the front ten (10) feet of each of the following platted Lots: (Amendment dated 2/13/98)

Lots 1 through 30, Hillside subdivision (Amendment dated 2/13/98)

Lots 1 through 9 of Block A, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 13 of Block B, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 13 of Block C, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 57 of Block D, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 55 of Hillside South First Addition (Amendment dated 5/17/99)

Lots 1 through 74, Woodside Unit 1 subdivision (Amendment dated 4/2/01)

Lots 1 through 5 Hillside South Second Addition (Amendment dated 8/20/01)

Lots 1 through 13 Skyview Glen subdivision (Amendment dated 8/5/02)

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 shall exceed 12"x8" in size, and each Lot or Unit will be limited to one sign, which shall be placed at least 10' from the front and side lot lines. All signs shall be placed on one post which may not exceed 1" in diameter and shall be painted flat black in color. No part of the sign or post may be taller than 48" from the ground. No sign shall include the price being asked by the Owner. Amended 7/22/97

Other than one sign specifically advertising that the property is for sale, and within the dimensions and restrictions designated herein, 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). 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 24 hours of a request for removal by the Developer, the ACB or its representative. Amended 7/22/97

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 only for health and safety reasons of the subject Lot Owner (e.g., Deaf Children in Area). The Declarant and/or the ACB shall have the right to remove signs which fail to comply with this section. (Amendment dated 7/22/97)

Notwithstanding any provision to the contrary: (1) 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; and, (2) any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4.5 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. (Amendment dated 6/27/06)

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

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

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

Declaration. The Owner of any such property shall be personally liable to the Association for the cost of any such repairs and maintenance, which costs shall be added to and become a part of the assessment, to which said Lot or Unit is subject.

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

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

Section 15 Roof Material. No residential structure shall be constructed or maintained upon any Lot unless the roof of such structure shall be constructed of tile, or other similar material, as determined by the ACB. (Amendment dated 8/7/96)

Section 15. Citrus Hills Construction Company, and/or its express designees, if any (herein "CHCC"), shall be the exclusive residential contractor, or builder, upon the following Lots: (Amendment dated 7/22/97)

Lots number 1 through 30, Hillside subdivision (Amendment dated 7/22/97)

Lots 1 through 9 Block A, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 13 Block B, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 13 of Block C, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 57 of Block D, Hillside South subdivision (Amendment dated 2/13/98)

Lots 1 through 55 of Hillside South First Addition (Amendment dated 5/17/99)

Lots 1 through 74, Woodside Unit 1 subdivision (Amendment dated 4/2/01)

Lots 1 through 5 Hillside South Second Addition (Amendment dated 8/20/01)

Lots 1 through 5, Hampton Hills First Addition subdivision (Amendment dated 7/11/02)

Lots 1 through 13 Skyview Glen subdivision (Amendment dated 8/5/02)

No Dwelling Unit may be constructed upon any of such Lots unless constructed by CHCC.

Section 16. Shutters. Hurricane shutters and storm protection devices installed on windows must receive prior written approval of the Architectural Control Committee, and shall be closed or set no earlier than seven (7) days before, and opened or removed no later than seven (7) days after the imminent threat of the storm has passed. (Amendment dated 6/27/06)

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 of 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 the votes 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. (Amendment dated 2/17/99) (restated in Amendment dated 5/17/99)

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.

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. (Amendment dated 2/17/99) (restated in Amendment dated 5/17/99)

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, etc etc < Board comment: Signed and fully executed documents are on file with Citrus County, Florida.>

JOINDER

In consideration of ten dollars in hand paid, the foregoing covenants, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

The Ted Williams Trust of July 1985, the owner in fee simple of Lot 14, Hampton Hills First Addition, Public Records of Citrus County, does hereby acknowledge its joinder in this Declaration, in its entirety.

IN WITNESS WHEREOF, etc etc etc < Board comment: Signed and fully executed documents are on file with Citrus County, Florida.>

EXHIBIT A

All of the Lots and Units situated in:

Hampton Hills First Addition, as platted in Plat Book 15, Pages 121-126, inclusive, Public Records of Citrus County, Florida.

1. Amendment 3/18/96: Added Lots 1-12, a Minor Subdivision in Tract "B: Hampton Hills First Addition

2. Amendment 5/15/96: Removed Lots 1-2, a Minor Subdivision in Tract "B" Hampton Hills First Addition and redescribed some of the properties to reference the lot descriptions with new lot numbers and an easement.
3. Amendment 8/30/96: Added Lots 1 through 8, inclusive, of Hampton Hills Second Addition
4. Amendment 7/22/97: Added Lots 1 through 39, inclusive, of Hillside
5. Amendment 2/13/98: Added Lots 1 through 9 of Block A; lots 1 through 13 of Block B; Lots 1 through 13 of Block C; Lots 1 through 57 of Block D; Lots 1 through 4 of Block E; and, Lots 1 through 8 of Block F, all of Hillside South subdivision
6. Amendment 5/17/99: Added Lots 1 through 55 of Hillside South First Addition
7. Amendment 4/2/01: Added Lots 1 through 74, Woodside Unit 1 subdivision
8. Amendment 8/10/01: Added Lots 1 through 5, Hillside South Second Addition
9. Amendment 8/5/02: Added Lots 1 through 13, Skyview Glen subdivision
10. Amendment 4/5/04: Added lots 1 through 36 Foxfire subdivision
11. Amendment 6/27/06: Removed Lot 14, Hampton Hills First Addition; removed lots 7 and 8 Hampton Hills Second Addition; removed lots 36, 37, 38, 39 Hillside; removed lots 1-36 Foxfire subdivision

EXHIBIT B

1. Amendment 7/22/97: The following property shall be Common Property of the Association:
Tracts B, C, and D; Hillside subdivision
West Redsox Path; Hillside subdivision and,
North Yawkey Point Hillside subdivision
2. Amendment 2/13/98: Add the following described property to the Common Property of the Association:
Tracts A, B, C, D, and G, all of Hillside South subdivision
3. Amendment 5/17/99: Add the following described property to the Common Property of the Association:
Tracts B, C and D, and N. DiMaggio Path, W. Mays Path, and N. Yaz Point of Hillside South First Addition subdivision
4. Amendment 4/2/01: Add the following described property to the Common Property of the Association:
Tract A, and N. Eagle Chase Drive, W. White Oak Place, W. Rollingwood Court, N. Ravenwood Point, and N. Ramblewood Point of Woodside Unit 1 subdivision, and the two non-exclusive drainage easements (adjacent to Lots 10 through 15 of Woodside Unit 1; and adjacent to Tract "B" and lots 3 through 7 of Woodside Unit 1)
5. Amendment 8/5/02: Add property: Tract B, Skyview Glen subdivision
6. Amendment 12/20/05: Delete and remove the following described property
West Redsox Path and North Yawkey Point of Hillside subdivision,
Tracts D and G of Hillside South subdivision
N. DiMaggio Path, W. Mays Path, N. Yaz Point and Tract D of Hillside South First Addition
N. Eagle Chase Drive, W. White Oak Place, W. Rollingwood Court, N. Ravenwood Point and N. Ramblewood Point of Woodside Unit 1 subdivision
Tract B of Skyview Glen subdivision
Add Tracts H, I, J, K, and L, of Hillside South subdivision

SEQUENTIAL AMENDMENTS (summarized)

Board comment: Signed and fully executed documents are on file with Citrus County, Florida.

- Amendment 3/18/96 -- Exhibit A -- added additional property -- Lots 1-12 a Minor subdivision in tract B Hampton Hills 1st Addition and an easement.
- Amendment 5/15/96 -- Exhibit A -- removed Lots 1-12 a Minor subdivision in tract B and re-described some of the properties to reference the lot descriptions with new lot numbers and an easement.
- Amendment 8/7/96 -- revise Article VII, Sec 3 (c) "No residential structure shall be constructed or maintained upon any lot unless such structure shall contain at least 3000 square feet of living space."
- Amendment 8/7/96 -- added Article VII, Section 15 Roof Material ".... Shall be constructed of tile or other similar material."
- Amendment 8/30/96 -- Exhibit A -- added additional property.... Lots 1-8 Hampton Hills Second Addition

- Amendment 7/22/97 – Amends and restates all of Article IV Security and Maintenance of Public Rights of Way (Added guard gate)....
- Amendment 7/22/97 -- Amended Article V Sec 2 Purposes of the Assessments; ...
- Amendment 7/22/97 -- Amended Art. VII, Sec 3 ...Added (d) Certain lots are constructed with minimum area of living space 1700 sq ft... (Lots 1 through 30 Hillside subdivision)
- Amendment 7/22/97 -- Amended Art. VII Sec 9 Signs Amended in its entirety
- Amendment 7/22/97 -- Added Article. VII Sec. 15 “CHCC shall be the exclusive residential contractor” < Board note: this is a duplicate numbered Section 15 with a different subject.>
- Amendment 7/22/97 – Exhibit B identifies common property of the association as Tracts B, C, and D; West Redsox Path; and North Yawkey Point.
- Amendment 7/22/97 – Exhibit A -- Added additional property Lots 1-39 Hillside
- Amendment 2/13/98 – Amended Art. VII, Sec 3 (b) No structure, including swimming pools and/or pool enclosures shall be built or placed nearer than 25 feet from the front lot line, 20 feet from the rear lot line, 8 feet from the side lot line, and 20 feet from the street line of any corner lot. Provided, however, the setbacks shall be 20 feet from the front lot line, 5 feet from the side lot line, 5 feet from the rear lot line and 20 feet from the street line of any corner lot for only the following lots in Hillside (lots 1 thru 30) and Hillside South: lots 1 thru 9 Block A, Lots 1 thru 13 Block B, lots 1 thru 13 block C and lots 1 thru 57 block D)
- Amendment 2/13/98 -- Amended Art. VII Sec 3 (d) minimum 1700 sq ft living space for specific lots in Hillside and Hillside South
- Amendment 2/13/98 – Amended Art. VII Sec 8 Easements for specific lots in Hillside and Hillside South.
- Amendment 2/13/98 – Amended Art. VII Sec 15 Exclusive residential contractor for Hillside and Hillside South.
- Amendment 2/13/98 – Exhibit A – Added additional property (Blocks A,B,C,D,E, and F of Hillside South)
- Amendment 2/13/98 – Exhibit B – Added additional property (Tracts A, B, C, D, and G all of Hillside South subdivision)
- Amendment 2/17/99 – Amended Article I: Definitions – added (k) Common Property and (l) Surface Water
- Amendment 2/17/99 – Added Article II Section 4 – Easement for Access and Drainage – “...perpetual non-exclusive easement over all areas of the surface water”
- Amendment 2/17/99 – Added Article V Covenant for Maintenance Assessments, Sec 2 Purposes of the Assessments, Maintenance, Operation and Repair of Surface Water Systems
- Amendment 2/17/99 – Added Article VIII General Provisions Sec 1 Amendment “ ... surface water or stormwater management system” “
- Amendment 2/17/99 – Added Article VIII General Provisions Sec 4 Enforcement “The Southwest Florida Water Management District “
- Amendment 5/17/99 – [same as previous amendment EXCEPT Exhibit A is specifically for Lots 1-55 Hillside South First Addition.]
- Amendment 5/17/99 – Article VII Sec 3 (b) setbacks for Hillside and Hillside South and Hillside South First Addition (restated as previously)
- Amendment 5/17/99 – Article VII Sec 3 (d) minimum living space for specific lots 1700 sq ft
- Amendment 5/17/99 – Article VII Sec 8 Easements for Hillside and Hillside South and Hillside South First Addition
- Amendment 5/17/99 – Article VII Sec 15 CHCC Exclusivity residential contractor
- Amendment 5/17/99 – Exhibit A Hillside South First Addition
- Amendment 5/17/99 – Exhibit B Tracts B, C and D and N, DiMaggio Path, W. Mays Path and N. Yaz Point.
- Amendment 4/2/01 – Article VII, Sec 3, Para (b) setbacks for Hillside, Hillside South, and Hillside South First Addition and Woodside Unit 1
- Amendment 4/2/01 - Article VII, Sec 3, Para (d) minimum living space for specific lots 1700 sq ft.
- Amendment 4/2/01 – Article VII, Sec 8 Easements for Hillside, Hillside South, and Hillside South First Addition, and Woodside Unit 1..
- Amendment 4/2/01 – Article VII, Sec 15 exclusivity for CHCC for Hillside, Hillside South and Hillside South First Addition, and Woodside Unit 1
- Amendment 4/2/01 – Exhibit A Added Woodside Unit 1 subdivision and off site drainage retention area adjacent to lots 10 thru 15 (Lake Kuna) and lots 3 thru 7 (dry bed).
- Amendment 4/2/01 – Exhibit B Added Tract A and N. Eagle Chase Drive, W. White Oak Place, W. Rollingwood Court, N. Ravenwood Point, and N Ramblewood Point of Woodside Unit 1.

- Amendment 8/20/01 – Article VII, Sec 3 (b) setbacks for Hillside, Hillside South, Hillside South First Addition, Woodside Unit 1 and Hillside South Second Addition.
- Amendment 8/20/01 – Article VII, Sec 3 (d) Minimum living space shall be 1700 sq ft in Hillside, Hillside South, Hillside South First Addition, Woodside Unit 1 and Hillside South Second Addition.
- Amendment 8/20/01 – Article VII, Sec 8 Easements for Hillside, Hillside South, Hillside South First Addition, Woodside Unit 1 and Hillside South Second Addition.
- Amendment 8/20/01 – Article VII, Sec 15 Exclusivity for CHCC for Hillside, Hillside South, Hillside South First Addition, Woodside Unit 1, and Hillside South Second Addition.
- Amendment 8/20/01 – Exhibit A adds property: Lots 1-5 Hillside South Second Addition.
- Amendment 7/11/02 – Article VII, Sec 15 Exclusivity for CHCC for Lots 1-30 Hillside; Lots 1-9 Block A, Lots 1-13 Block B, Lots 1-13 Block C and Lots 1-57 Block D in Hillside South; also Lots 1-55 Hillside South First Addition; Lots 1-74 Woodside Unit 1; Lots 1-5 Hillside South Second Addition; Lots 1-5 Hampton Hills First Addition (new).
- Amendment 8/5/02 – Article VII, Sec 3 (b) setbacks for Hillside, Hillside South, Hillside South First Addition, Woodside Unit 1, Hillside South Second Addition, and Skyview Glen. (changed from the street on a corner lot from 20 feet now reads 12.5 feet.
- Amendment 8/5/02 – Article VII, Sec 3 (d) minimum area of Living Space shall be 1700 sq ft for Hillside, Hillside South, Hillside South First Addition, Woodside Unit 1, Hillside South Second Addition, and Skyview Glen
- Amendment 8/5/02 – Article VII, Sec 8 Easements for same areas
- Amendment 8/5/02 – Article VII, Sec 15 Exclusivity for same areas
- Amendment 8/5/02 – Article II, Sec 4 Easement for Access and Drainageperpetual nonexclusive easement over all areas of the surface water or stormwater mgmt system ... an 8 ft wide area between buildings shall be kept free of permanent structures except retaining walls for purposes of additional grading should it ever be required.
- Amendment 8/5/02 – Exhibit A is amended to add Lots 1-13 Skyview Glen
- Amendment 8/5/02 – Exhibit B is amended to add Tract B, Skyview Glen subdivision
- Amendment 4/5/04 – Article VII, Sec 3 (b) setbacks for all the above, and adding Lots 1-36 Foxfire subdivision.
- Amendment 4/5/04 – Article VII, Sec 3 (d) minimum living space shall be **1700** sq ft.... Adding Foxfire subdivision
- Amendment 4/5/04 – Article VII, Sec 8 Easements Adding Foxfire subdivision
- Amendment 4/5/04 – Article VII, Sec 15 Exclusivity Adding Foxfire subdivision
- Amendment 4/5/04 – Exhibit A amended to add Foxfire subdivision
- Amendment 12/30/06 – Exhibit B amended to delete several streets and tracts and add some tracts.
- Amendment 6/27/06 – Article VI Sec 2 deleted asphalt driveways and added pavers; Art. VII Sec 2(d) clarified the acceptance of dish antennas; Art VII, Sec 3(b) deleted Foxfire subdivision; Art VII Sec 3 (d) deleted Foxfire subdivision; Art. VII Sec 5 strengthened our pet regulations to include leashes and cleaning up after them; Art. VII Sec 8 deleted Foxfire subdivision; Art VII Sec 9 clarified the displaying of flags; Art. VII, Sec. 15 deleted Foxfire subdivision; Art. VII Sec 16 Shutters was added; Exhibit A had 7 lots removed as well as Foxfire subdivision. (Windward Village now has 316 lots.)

Placement of buildings, minimum square footage, and set backs (summary)
Article VII, Section 3 Lot area, width, set back, size of building and prohibitions against subdividing
platted lots –

“No structure, including swimming pools and/or pool enclosures shall be built or placed nearer than: *

	All Hampton Hills 1st Addition	Hillside lots 1-30; Hillside South Lots 1-9 blk A; lots 1-13 Blk B; lots 1-13 blk C; lots 1-57 blk D	Hillside South 1st Addition lots 1-55	Woodside lots 1-74	Hillside South 2nd Addition lots 1-5	Skyview Glen lots 1-13
Date of amendment:	10-7-94	2-13-98	5-17-99	4-2-01	8-20-01	8-5-02
* to the front lot line	25 feet	25 feet	25 feet	25 feet	25 feet	25 feet
* to the rear lot line	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet
* from the side lot line	8 feet	8 feet	8 feet	8 feet	8 feet	8 feet
* to the street line of any corner lot	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet
* No less than (minimal sq ft)	3000 sq ft	1700 sq ft	1700 sq ft	1700 sq ft	1700 sq ft	1700 sq ft
* Provided, however, the SETBACKS shall be						
* From the front lot line		20 feet	20 feet	20 feet	20 feet	20 feet
* From the side lot line		5 feet	5 feet	5 feet	5 feet	5 feet
* From the rear lot line		5 feet	5 feet	5 feet	5 feet	5 feet
* From the street line of any corner lot		20 -12.5 feet effective 8/5/02	20 -12.5 feet effective 8/5/02	20 -12.5 feet effective 8/5/02	20 -12.5 feet effective 8/5/02	12.5 feet