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CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
HAMPTON RIDGE

PLAT BOOK S, PAGE 24 and 25
ALACHUA COUNTY, FLORIDA

THIS DECLARATION is made this 31 day of August, 1995, by HAMPTON RIDGE DEVELOPMENT CORP., a Florida corporation, which hereby declares that the real property contained in the above entitled subdivision shall be held, transferred, sold and occupied subject to the covenants, restrictions, easements, charges and liens set forth herein.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise.

- A. "Association" shall mean Hampton Ridge Homeowners' Association, Inc., a Florida corporation not for profit formed for the benefit of the Owners of Hampton Ridge.
- B. "Common Areas" shall mean all portions of the properties, including streets, other than Lots.
- C. "Developer" shall mean Hampton Ridge Development Corp.
- D. "Lot" shall mean a Lot shown on a subdivision plat of Hampton Ridge.
- E. "Member" shall mean a Member of the Association.
- F. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to a Lot.
- G. "Property" or "Properties" shall mean the land contained in the above entitled subdivision as recorded and such other properties as may be annexed in accordance with the provisions herein.
- H. "Board of Directors" or the "Board" shall mean the Board of Directors of Hampton Ridge Homeowners' Association, Inc.

ARTICLE II
PROPERTY RIGHTS IN COMMON AREAS

Section 2.1 Members' Easements. Each Member, each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and access ways from time to time laid out in the Common Areas for use in common with all other Members, their tenants, agents, and invitees. The portions of the Common Areas not used from time to time for walkways, driveways or access ways shall be for the common use and enjoyment of the Members and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of the Common Areas and for the use thereof as common open space in such manner as may be from time to time regulated by the Association.

Section 2.2 Easements Appurtenant. Each easement provided in Section 2.1 shall be appurtenant to and shall pass with the title to each Lot or dwelling unit.

Section 2.3 Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary the paving, drainage structure, street lighting fixtures and the appurtenances, landscaping, and other structures (except utility apparatus) situated in the Common Areas, all such work done as ordered by the Board of Directors of the Association. The Association will contract to have the sodded portion of the stormwater management system

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mowed on a regular basis and if necessary will have other maintenance performed on the stormwater maintenance system as it deems appropriate. Maintenance of street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV hereafter.

Section 2.4 Utility Easements. Use of the Common Areas for utility apparatus, as well as use of other utility easements shown on the plat shall be in accordance with the applicable provisions of this Declaration. The Association, its successors and assigns shall have a perpetual easement in the Common Areas for the installation and maintenance of underground electricity, gas, telephone, cable television and radio for service to the Lots.

Section 2.5 Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 2.6 Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots and dwelling units that may from time to time constitute part of the Properties. The Common Areas shall upon the completion of the improvements thereon be conveyed to the Association which shall accept such conveyance. (Upon the Association's written request, Alachua County will inspect the stormwater management system prior to the Developer transferring responsibility for the maintenance of the system to the Association.) Beginning from the date the Common Areas are conveyed to the Association, the Association shall be responsible for the maintenance of such common areas, such maintenance to be provided in a continuous and satisfactory manner without cost to the general taxpayers of Alachua County. It is intended that all real estate taxes against the Common Areas shall be proportionally assessed against and payable as part of the taxes attributable to the Lots. However, in the event that any such taxes are assessed directly against said Common Areas, the Association shall be responsible for the payment thereof including taxes on any improvements and any personal property on such Common Areas, which taxes accrue from and after the date of the conveyance of the same to the Association, and such taxes shall be prorated between the Developer and the Association as of the date of such conveyance. The Developer shall have the right from time to time to enter upon the Common Areas during the period of construction and upon adjacent Property for the purpose of constructing any facilities on the Common Areas that the Developer elects to build.

Section 2.7 Rights of Developer. The Developer shall have the right to maintain upon any portion of the Properties sales, administrative, construction or other offices, signs, or other promotional equipment and apparatus without charge. Appropriate easements of access and use are expressly reserved to the Developer, its successors, assigns, contractors, employees, and invitees, for the above purposes. The Developer shall have no obligation or liability for the delay in completing those portions of the Common Areas intended by the Developer for present or future use for the activities set forth in this section.

ARTICLE III THE ASSOCIATION

Section 3.1 Purpose. The Association's purpose is to manage and maintain the Common Areas, enforce the restrictive covenants, levy and collect assessments and special assessments, and to maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all lakes, ditches, canals, retention and detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association or the Owners in common in a manner

consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto and perform such duties as required by the Association.

Section 3.2 Membership. Every person or other legal entity who is an Owner shall be a Member of the Association by reason of such ownership.

Section 3.3 Voting Rights. The Association shall have two classes of Members:

Class A. Class A Members shall be all Owners except the Developer. A Class A Member shall be entitled to one vote for each Lot he owns. When more than one person or other entity is an Owner, all such persons and entities shall be Members, but they shall be entitled collectively to only one vote which shall be exercised as they shall determine. In no event shall more than one vote be cast with respect to any one Lot.

Class B. The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Lot or dwelling unit of which it is the Owner. Notwithstanding anything to the contrary in these restrictions and covenants, the Class B Member regardless of the number of votes, if any, it is entitled to cast, shall have the right to elect a majority of the Board of Directors of the Association until the total votes outstanding in Class A membership shall equal the total votes outstanding in the Class B membership, or five (5) years from the date hereof.

ARTICLE IV ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation for Assessments. The Developer, for each Lot owned by it, hereby covenants, and each Owner, by acceptance of a deed, whether or not so expressed in such deed, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance and operation, taxes and other charges, if any imposed against and liability arising from the Common Areas as provided in Article II hereof including such reasonable reserves as the Association may deem necessary. Special assessments as provided in Section 4.3 hereof shall be fixed and established and collected from time to time as herein provided. The annual, special or other assessments together with interest thereon and costs of collection incident thereto as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Such assessment together with interest and costs shall be the personal obligation of the person or entity who is the Owner at the time the assessment falls due, but such personal obligation shall not pass to the successors in title of such person or entity unless expressly assumed.

Section 4.2 Purpose of Assessments. The annual and other assessments levied by the Association shall be used exclusively for the purposes specified above in Section 4.1 or to otherwise promote the health, safety, welfare and recreation of the Members, their families residing with them, their guests and tenants. Assessments shall include, and the Association shall acquire and pay for out of the funds derived from the assessments the following:

- (a) Maintenance and repair of the Common Areas.
- (b) Electrical, lighting and other necessary utility services for the Common Areas.
- (c) Casualty insurance if necessary for coverage of property on the Common Areas.
- (d) Liability insurance relating to the occupation or use of the Common Areas. Workers' compensation insurance to the extent necessary to comply with Florida law.

- (e) Any other insurance deemed necessary by the Board of Directors of the Association.
- (f) Standard fidelity bond covering such officers and employees of the Association and in such amounts as shall be determined by the Board of Directors of the Association.
- (g) Materials, supplies, labor, services, taxes and assessments which the Association is required to obtain or pay by law or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the ownership and operation of the Common Areas.

Section 4.3 Specific Damage. Owners causing damage to any portion of the Common Areas shall be directly liable to the Association and a special assessment shall be subject to all of the provisions hereof relating to other assessments, including but not limited to the lien and foreclosure procedures.

Section 4.4 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article IV shall commence January 1, 1996. The amount of the annual assessment shall be stated in an estimated operating budget available to each Owner prior to the date a purchase agreement is signed and shall be payable on February 1, 1996, and on February 1 of each succeeding year. The Board of Directors of the Association shall have the right to increase or decrease the proposed annual assessment in order to provide sufficient funds for the purposes set forth in Section 4.2.

Section 4.5 Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at such time prepare a roster of the Lots and assessments applicable thereto which shall be kept at the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot or dwelling unit. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 4.6 Capital Improvements. Funds necessary for capital improvements relating to the Common Areas under the ownership of the Association may be levied by such Association as special assessments upon approval by two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.7 Uniform Rate of Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$10.00 per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.8 Notice and Quorum for Action Under Sections 4.6 and 4.7. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.6 or Section 4.7 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 4.9 Effective Non-Payment of Assessment; Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall together with interest thereon and the cost of collection incident thereto as herein provided, become a continuing lien on the Lot or dwelling unit which shall be binding upon the Owner to pay such assessment, however, such lien shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

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 rate of fifteen percent (15%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or dwelling unit on which the assessment is unpaid or may pursue one or more of such remedies at the same time successively and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and reasonable attorney's fees to be fixed by the court together with the costs of the action and the Association shall be entitled to attorney's fees in connection with any appeal of any such action. There shall be no offset against assessments for failure of delays in providing services.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

No Owner may waive or otherwise escape liability for the assessments by non-use of the Common Areas or by abandonment of his right to use the same.

Section 4.10 Subordination of Assessment Lien to Mortgages. The lien of assessments provided for in this Article IV shall be subordinate to the lien of any first mortgage made to an institutional lender (bank, savings and loan association, insurance company, or similar mortgage lending institution). A sale or transfer of a Lot or dwelling unit shall not affect the assessment lien; however, the sale or transfer pursuant to a mortgage foreclosure or deed in lieu of foreclosure shall extinguish the assessment lien as to payments which became due before such sale or transfer. No sale or transfer shall relieve a Lot or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1 Architectural Control Committee. An Architectural Control Committee ("Architectural Control Committee", "ACC" or the "Committee") is hereby established to perform the functions set forth herein, including insuring compliance with these restrictions, the landscape requirements and the guidelines for construction in order to promote the value of the properties in the subdivision and to insure harmony of development. The initial members of the Architectural Control Committee shall be the board of directors of Hampton Ridge

Development Corp., a Florida corporation, their successors or assigns. The initial Architectural Control Committee may assign such duties as members of the Architectural Control Committee to a successor developer or the Hampton Ridge Homeowners' Association, Inc. or no less than three (3) natural persons who are each Owners of a Lot or parcel subject to this declaration. No sitework, landscaping, utilities, extensions, drainage improvements, paving, building, fence, wall or any other physical or structural improvement, or change or alteration to any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same have been submitted to the ACC for approval, and approved in writing by the ACC. The Architectural Control Committee will maintain a list of architectural guidelines. Prior to the start of construction, two (2) copies of complete building plans, including a plot or parcel plan, grading plan, landscaping plan and exterior materials and color selection must be submitted to the ACC or its assigns for the purpose of insuring that the proposed construction will preserve a uniformly high standard. No structure or fence shall be erected on any Lot in Hampton Ridge until such plans are approved by the Committee in writing. Refusal or approval of plans may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee shall be deemed sufficient. The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Developer or assigns or any of the Owners from enforcing these provisions. The Architectural Control Committee may charge a reasonable fee to cover the actual expense of review and approval of plans and the supervision and inspections required to ascertain compliance with its approvals. The ACC shall publish, and may amend from time to time, a set of guidelines for the benefit of owners, builders, architects, designers and others interested in building in Hampton Ridge.

Section 5.2 Architectural Control Committee Approval. No construction or clearing of any kind, including fences, mailboxes, or any type of outbuilding shall be commenced upon any Lot in the subdivision until sufficient plans and specifications, including plot plans, landscaping plans and colors to be used shall have been submitted to the Architectural Control Committee for approval, and approved in writing, in order to maintain architectural harmony in the subdivision. Such approval or rejections shall be given within thirty (30) days of submission of such plans. Outbuildings or fences of any type may be denied limited as to location if the ACC deems such to be inconsistent with the appearance of the subdivision in any instance. Notwithstanding anything herein to the contrary, a special assessment of \$500.00 for the first day and \$100.00 for each additional day will be imposed from the date any unapproved construction or clearing commences.

Section 5.3 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed without prior approval of the Architectural Control Committee, but prior approval of the Committee shall be necessary before any such exterior finishing color is changed. Existing landscaping, including, without limitation the trees, shrubs, lawns, flower beds, walkways, and ground elevation shall not be disturbed unless prior approval is obtained from the ACC. Trees over 8" in diameter at four (4) feet in height shall not be removed without prior written approval of the Committee.

Section 5.4 Dwelling Size. No dwelling shall have a square foot living area of less than 2,400 square feet of conditioned area. Garages may not be used for residential purposes.

ARTICLE VI
USE RESTRICTIONS

Section 6.1 Residential Use. All of the Lots above described shall be used exclusively as a residence for a single family home and for no other use, and no more than one detached, single-family dwelling may be constructed on any Lot as shown in the subdivision, except that more than one Lot may be used for one dwelling, in which event, all restrictions shall apply to such combined Lots as if they are a single Lot. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot without prior written approval of the Hampton Ridge Homeowners' Association, Inc.

Section 6.2 Easements. Easements for installation of utilities and for ingress and egress are reserved as shown on the plat, and as stated in any easement of record. Within these easements, no structures, planting or other material may be placed or permitted to remain if it will interfere with the maintenance of utilities. Any damage caused to pavements, driveways, drainage structures, sidewalks, or other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the party whose installation or maintenance caused the damage. All utilities within the properties whether in street rights-of-way or utility easements shall be installed and maintained under ground. Easements are hereby reserved by the Developer and its successors and assigns perpetually to install and to maintain (until maintenance responsibility is turned over to the Association), upon any part of the Lots in the Common Areas additional service and utility facilities, including, but not limited to cable television installations, and with respect to such, the Developer reserves the right (but not the obligation) to install such installations on any part of the Properties designated as Common Areas.

Section 6.3 Nuisances. No noxious, offensive or hazardous activity shall be maintained upon the Properties, nor shall anything be allowed thereupon which may be or may become an annoyance or nuisance.

Section 6.4 Signs. No sign of any kind shall be displayed to the public view on the properties except signs installed by the Developer or any mortgagee financing the development on any Lot or Common Area which are in compliance with this section, or approved by the Board of Directors of the Association or its Architectural Control Committee. The sole exception is that one real estate sign no larger than 18 inches by 24 inches may be placed on a Lot during a period in which said Lot and/or home is for sale.

Section 6.5 Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not run loose without a leash outside of Owner's Lot or otherwise become any annoyance or nuisance to the neighborhood.

Section 6.6 Garbage Disposal. Except during construction, no garbage, refuse, trash, rubbish, or other waste material shall be kept or permitted on any Lot except in secured sanitary containers with locking lids. Each such container shall be shielded from view by a wall or similar enclosure. No trash, grass, weeds, etc., shall be burned outside except in county approved receptacles.

Section 6.7 Drying Areas. No clothing, laundry or wash shall be aired or dried on any part of a Lot exposed to view from any other Lot or from any portion of the Common Areas.

Section 6.8 Reflective Materials. No building shall have any aluminum foil or reflective substance placed in any window or glass door.

Section 6.9 Exterior Antennas. No exterior antennas shall be permitted on any Lot or improvement thereon without the approval of the Board of Directors or the Architectural Control Committee appointed by said Board.

Section 6.10 Fences and Hedges. Fences and hedges may be erected or planted in this subdivision only in accordance with these restrictions. Plans for all fences must be submitted to the Architectural Control Committee or its assigns for approval PRIOR to installation. No chain link fences shall be permitted on any Lot. Privacy fences shall be allowed along Lot lines NOT common with any other Lot in Hampton Ridge. Other privacy fencing may be allowed under certain circumstances such as in short sections next to a patio or around a small privacy garden associated with bedrooms or baths. Pools not enclosed by screening may be fenced with approved fencing.

Section 6.11 Commercial Trucks, Trailer, Campers and Boats. All trucks, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description must be parked or stored in a fully enclosed garage or in an area completely screened from view from any other Lot or common area. The only exception is during the period of approved construction on the properties. This prohibition of parking shall not apply to temporary parking of trucks, and commercial vehicles, such as for pick up, delivery and other commercial services. Private non-commercial pickup trucks are not included in the prohibition. No motor vehicle of any kind whether private automobile, private pickup truck, motorcycle, motor bike, or all terrain vehicle, may be stored or kept on a Lot in a non-operating condition for more than thirty (30) days if the same is or may be viewed from the streets or other Lot or Common Area. Any such non operable vehicle must be removed after such thirty (30) day period, and if not moved by the Owner may be removed by the Association and the expense thereof charged against the Owner and payment enforced in the same manner as assessments in Section 4.9 above.

Section 6.12 Exterior Maintenance. The Owner shall maintain the structures, grounds and berms, if any, on each Lot at all times in a neat and attractive manner. Existing fences on the perimeter of the subdivision shall be maintained and not relocated without Board approval. Upon the Owner's failure to do so, the Association may at its option, after giving Owner ten (10) days written notice sent to his last known address or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut or trimmed when and as often as the same is necessary in its judgment and have dead trees, shrubs, plants and debris removed from such Lot and replaced, and may have any part of the Lot re-sodded and re-landscaped and all expenses of the Association under the sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the Owner of such Lot. No bids need be obtained by the Association for such work and the Association shall designate the contractor in its sole discretion.

Section 6.13 Prompt Completion. The erection of any new building or repair of any building damaged by fire or otherwise or the approved alteration of any building shall be completed as promptly as possible and should the Owner leave such building in an incomplete condition for a period of more than six (6) months, the Association is authorized and empowered to either tear down and clear from the premises the uncompleted portion of such structure or to complete the same at its sole discretion and in either event the expense incurred shall be charged against the Owners interest therein and shall be a lien upon the land and premises involved asset forth herein above.

Section 6.14 Mailboxes. No mail boxes shall be erected on any Lot without the approval of the Developer.

Section 6.15 Driveways and Garages. All driveways and parking areas must be constructed of concrete unless other material is specifically approved by the Architectural Control Committee. Drives must be paved to the edge of the roadway

or private drives servicing the Lot and shall be continuously paved in any area meant for driving or automobile storage. There shall be a garage on each building site for at least two (2) automobiles. No motor vehicles shall be parked, stored or otherwise left on any unpaved area. Garages, once built, may not be enclosed into living space without the addition of a new two (2) car garage, attached or detached, with an appropriate re-design of the driveway.

Section 6.16 Model Homes and Signage. Every person, firm or corporation purchasing a Lot in the subdivision recognizes the Developer or assigns shall have the right to maintain model homes and signage advertising the Property in this community until all houses have been constructed and sold, with model homes open to the public seven (7) days a week, for such hours as it deems necessary.

ARTICLE VII RULES AND REGULATIONS

Section 7.1 Compliance. Every Owner shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations which may from time to time be adopted by the Board of Directors of the Association. No such rules or regulation shall vary the assessment obligation set forth in Articles IV.

Section 7.2 Enforcement. Failure of an Owner to comply with such restrictions, covenants, rules and regulations shall be grounds for action which may include without limitation any action to recover sums due for damages, injunctive relief, or any combination thereof and the Association shall have the right to suspend voting rights and use of Common Areas as it shall determine.

Section 7.3 Fines. In addition to all other remedies in the sole discretion of the Board of Directors of the Association a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees to comply with any covenant, restrictions, rules or regulations providing the following procedures are followed:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors meeting.

(c) Fines. The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

- (1) First non-compliance or violation; a fine not in excess of One Hundred Dollars (\$100.00)
- (2) Second non-compliance or violation; a fine not in excess of Five Hundred Dollars (\$500.00)
- (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature; a fine not in excess of One Thousand Dollars (\$1,000.00)

(d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE VIII
RE-SALE RESTRICTIONS

No Owner may sell or convey a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting this certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate not to exceed \$25.00.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 Duration. The covenants and restrictions of this declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any land subject to this declaration and their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless otherwise agreed to in writing by the then Owners of at least two-thirds (2/3) of the Lots which agreement shall be recorded among the public records of Alachua County, Florida.

Section 9.2 Notice. Any notice required to be sent to any Member under the provisions of this declaration shall have been deemed to have been sent when personally delivered or mailed, postage paid to the Lot or to the last known address if not the Lot of the person who appears as Member on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the Lot to enforce any lien created by these covenants, and failure by the Developer, Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.4 Amendment. The covenants, restrictions, easements, charges, and liens of this declaration may be amended upon the execution and recordation of an instrument executed by:

(1) The Developer for as long as it holds title to any Lot affected by the declaration; or

(2) by Owners holding not less than two-thirds (2/3) of the total votes of the Members of the Association provided that so long as the Developer is the Owner of or holds an interest in any portion of the Properties affected by the declaration, the Developer's consent must be obtained.

Section 9.5 Severability. Invalidation of any one of these covenants and restrictions or any clause, phrase, word, or part thereof by judgement or

court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.6 Annexation. All residential property and Common Areas may be annexed to the Property by and with the consent of the Developer acting alone or by and with the consent of two-thirds (2/3) of each class of Members with the consent of the Developer.

IN WITNESS WHEREOF, the said HAMPTON RIDGE DEVELOPMENT CORP., has caused this instrument to be executed by its duly authorized officers this 31st day of August, 1995.

HAMPTON RIDGE DEVELOPMENT CORP.

By [Signature]
Vice President

ATTEST:

[Signature]
Secretary
STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, a Notary Public authorized to take acknowledgements, personally appeared JOHN T. HAMPTON known to me to be the person who executed the foregoing Declaration of Restrictions and Protective Covenants for Hampton Ridge, and he acknowledged that he executed the Declaration of Restrictions and Protective covenants for Hampton Ridge for the purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid this 31st day of August, A.D., 1995.

By Scherry M. Elson
Notary Public
My commission expires:
Printed Name: Scherry M. Elson



SCHERRY M ELSON
My Commission CC334671
Expires Jan. 25, 1998
Bonded by ANB
800-852-5678

CONSENT OF MORTGAGEES

The undersigned holder of that certain Mortgage of record dated March 27, 1995, filed in Official Records Book 2004, beginning on Page 2953, and the undersigned holders of that certain Mortgage of record dated March 27, 1995, filed in Official Records Book 2004, beginning on Page 2966, both in the Public Records of Alachua County, Florida, hereby consent to the filing of this Declaration of Restrictions.

WITNESSES:

Akron Jackson
Janet J. Nesler

[Signature]
Virginia E. Hyslop

[Signature]
Virginia E. Hyslop

FIRST UNION, N.A.
ALACHUA COUNTY

By: David Ayers

[Signature]
FREDERICK J. HAMPTON, Individually

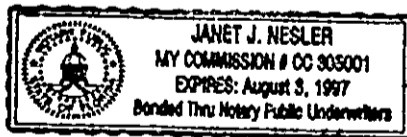
[Signature]
FREDERICK J. HAMPTON,
as Attorney In Fact for Tracy A.
Hampton, Ellen M. Hampton and James
D. Hampton

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, a Notary Public authorized to take acknowledgements, personally appeared David Ayers known to me to be the person who executed the foregoing Consent to Declaration of Restrictions and Protective Covenants for Hampton Ridge, and he acknowledged that he executed the consent to the Declaration of Restrictions and Protective Covenants for Hampton Ridge for the purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid this 31 day of August 31, 1995 A.D., 1995.

By: Janet J. Nesler
Notary Public
My commission expires:



106560

O.R. BK 2027 PG2634

STATE OF FLORIDA
COUNTY OF ALACHUA

HILLSBOROUGH

BEFORE ME, a Notary Public authorized to take acknowledgements, personally appeared FREDERICK J. HAMPTON, Individually, known to me to be the person who executed the foregoing Consent to Declaration of Restrictions and Protective Covenants for Hampton Ridge, and he acknowledged that he executed the consent to the Declaration of Restrictions and Protective Covenants for Hampton Ridge for the purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid this 5th day of September, A.D., 1995.

Uproduced
FLDL H513-250-61-209-0

By Lynda E. Kress
Notary Public
My commission expires:



STATE OF FLORIDA
COUNTY OF ALACHUA

HILLSBOROUGH

BEFORE ME, a Notary Public authorized to take acknowledgements, personally appeared FREDERICK J. HAMPTON, as Attorney In Fact for Tracy A. Hampton, Ellen M. Hampton and James D. Hampton, known to me to be the person who executed the foregoing Consent to Declaration of Restrictions and Protective Covenants for Hampton Ridge, and he acknowledged that he executed the consent to the Declaration of Restrictions and Protective Covenants for Hampton Ridge for the purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid this 5th day of September, A.D., 1995.

Uproduced
FLDL H513-250-61-209-0

By Lynda E. Kress
Notary Public
My commission expires:

