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This Instrument Prepared by and to be returned to:
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Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 39 #Names: 2
Trust: 20.00 Rec: 157.00 Serv: 40.00
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HAMPTON PARK FACILITIES**

THIS DECLARATION, made on the date hereinafter set forth PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in Florida, whose mailing address is 555 Winderley Place, Suite 420, Maitland, FL 32751, hereinafter referred to as the "Declarant."

W I T N E S S E T H:

WHEREAS, the Declarant is the sole owner of certain real property in Brevard County, Florida, which is more particularly described on Exhibit "A" ("Initial Property") attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to subject the Initial Property to the provisions of this Declaration and to provide a flexible and reasonable method for the administration and maintenance of the Initial Property; and

WHEREAS, as hereinafter provided in the Declaration, Declarant has retained and reserved the right to submit additional property ("Additional Property") to the provisions of this Declaration, at a later time and from time to time on such terms and conditions as Declarant may specify;

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" (the "Initial Property") and any Additional Property shall be held, transferred, leased, occupied, used, sold and conveyed subject to the following easements, restrictions, covenants, liens and conditions, which are for the purpose of providing for ownership and maintenance of the common property consisting of the pond more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Common Property") and which shall run with the real property and be binding on all parties having any right, title or interest in the Exhibit "A" property or any part thereof as added from time to time pursuant to this Declaration, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.



ARTICLE I DEFINITIONS

Section 1. "Additional Property" shall mean and refer to all or any portion of the Hampton Park community (not currently submitted to the jurisdiction of this Declaration) and all improvements thereon, together with such other additional property and all improvements thereon, and such other real property as Declarant shall acquire from time to time, which Declarant specifically subjects to the terms and conditions of this Declaration by amendment hereto recorded in the Public Records of Brevard County, Florida.

Section 2. "Articles" shall mean the Articles of Incorporation of HAMPTON PARK FACILITIES ASSOCIATION, INC., including any and all amendments or modifications thereof, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

Section 3. "Board of Directors" shall mean the Facilities Association's Board of Directors.

Section 4. "Bylaws" shall mean the Bylaws of the Facilities Association, including any and all amendments or modifications thereof, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference.

Section 5. "Common Expense" or "Common Expenses" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Property.

Section 6. "Common Property" shall mean and refer to all real property including the improvements thereon owned by the Facilities Association for the common use of the Owners. The common property to be owned by the Facilities Association at the time of the conveyance of the first Lot or Unit shall be that described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 7. "Condominium Property" shall mean and refer to the lands, leaseholds, and personal property that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

Section 8. "Declarant" or "Developer" shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, its successors and assigns. It shall not include any person or party who purchases a lot or unit from Pulte Home Corporation, nor shall it include any person or party who purchases a parcel from Pulte Home



Corporation unless such purchaser of a parcel specifically is assigned such rights by the Declarant.

Section 9. "Dwelling" shall mean and refer to each and every single family residential unit constructed on any Lot.

Section 10. "Facilities Association" shall mean and refer to the HAMPTON PARK FACILITIES ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 11. "FHA" shall mean and refer to the Federal Housing Administration.

Section 12. "FNMA" shall mean and refer to the Federal National Mortgage Facilities Association.

Section 13. "GNMA" shall mean and refer to the Government National Mortgage Facilities Association.

Section 14. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 15. "Initial Property" shall mean and refer to that certain property more particularly described in Exhibit "A", and all improvements thereon.

Section 16. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan Facilities Association or savings bank.

Section 17. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of real property within the Properties, with the exception of the Common Property and any land owned by the Facilities Association.

Section 18. "Owner" 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 which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any lot or unit.



Section 19. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 20. "Surface Water or Stormwater Management System" shall mean and refer to 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.

Section 21. "Unit" shall mean a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (1998), herein called The Condominium Act, pursuant to a recorded declaration of condominium affecting all or part of the Properties, and for which a certificate of occupancy has been issued.

Section 22. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II PURPOSE

Section 1. Operation, Maintenance and Repair of Common Properties. The Declarant, in order to insure that the Common Property will continue to be maintained in a manner that will contribute to the comfort and enjoyment of Owners, and provide for other matters of concern to them, has organized the Facilities Association. The purpose of the Facilities Association shall be to: (a) hold, operate, maintain and repair the Common Property as herein defined; and (b) take such other action as the Facilities Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws.

Section 2. Facilities. The Declarant shall construct or designate certain facilities described as surface water or stormwater management facilities on the attached Exhibit "E". The approximate size and location of the water management facilities is depicted on Exhibit "E".

Section 3. Duties of the Association.

(a) The Facilities 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 St. Johns River Water Management District. Any repair or reconstruction of the



Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

(b) The Facilities Association shall have the right but not the obligation to maintain the landscape easement at Wickham Road and Baytree Drive.

(c) The Facilities Association shall maintain the Recreational Vehicle Parking Areas located within the Properties and the Board shall have the right to adopt reasonable rules and regulations for the use and operation of such areas.

(d) The Facilities Association shall have the obligation of weed control and maintenance of the islands and properties adjacent to Bay Tree Drive.

ARTICLE III PROPERTY RIGHTS

Section 1. Conservation Easement Areas. The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above the ground; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement areas in their natural condition; and



(f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation; and

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

Section 2. Conservation Easement Perpetual. Conservation Easement Areas hereby created and declared shall be perpetual.

Section 3. Right of Entry. The Developer, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

Section 4. Removal of Trash. The Developer and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

Section 5. Enforcement. The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

Section 6. Successors and Assigns. All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restrictions including the Conservation Areas are properly recorded.

Section 7. Easement for Access and Drainage over the Surface Water or Stormwater Management System. 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 the Condominium Property



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 the St. Johns River Water Management District permit. 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 St. Johns River Water Management District.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Facilities Association, subject to and bound by the Facilities Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot or Unit is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot or Unit shall be entitled to one membership for each Lot or Unit owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot or Unit. The Declarant shall be a member so long as it owns one or more Lots or Units.

Section 2. Membership Classifications. The Facilities Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Owners of Lots or Units subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot or Unit, the vote for such Lot or Unit shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot or Unit nor shall any split vote be permitted with respect to such Lot or Unit. Every Owner of a Lot or Unit within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot or Unit.

(b) Class B. The Class B member of the Facilities Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots or Units, owned by the Declarant which have not been converted to Class A as provided below.



The Declarant shall be entitled to three (3) votes for each Class B Lot or Unit which it owns.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

- (i) When 75% of the Lots and Units are conveyed to Owners other than Declarant; or
- (ii) On December 31, 2015; or
- (iii) When the Declarant waives in writing its right to Class B membership.

ARTICLE V RIGHTS AND OBLIGATIONS OF THE FACILITIES ASSOCIATION

Section 1. Responsibilities. The Facilities Association shall be responsible for the operation and maintenance of the Common Property. The Facilities Association shall operate the Common Property in accordance with the St. Johns River Water Management District ("SJRWMD") permit. The Facilities Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation and maintenance of the Common Property.

Section 2. Personal Property for Common Use. The Facilities Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Facilities Association's Articles or Bylaws.

Section 3. Rules and Regulations. The Facilities Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 4. Insurance. The Facilities Association shall procure and maintain adequate policies of public liability and extended coverage casualty insurance upon such of the Properties as it deems advisable or necessary.

Section 5. Easements. The Facilities Association may grant easements as to the Common Property or any part thereof as provided in the Articles of the Facilities Association.



Section 6. Dedication; Transfer. The Facilities Association may dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Members.

Section 7. Implied Rights. The Facilities Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles, or Bylaws, and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 8. Operation and Maintenance of Surface Water and Stormwater Management System. The Facilities Association shall be responsible for the operation and maintenance of the Surface Water And Stormwater Management System, including, but not limited to, lakes, retention areas, culverts and/or related appurtenances which may be located within the Common Property. Any amendment to this Declaration which would affect the Surface Water and Stormwater Management System must have the prior written approval of the St. Johns River Water Management District.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot or unit within the Properties, hereby covenants, and each Owner of any lot or unit by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Facilities Association: (1) annual assessments or charges and charges for Common Expenses; and (2) special assessments or charges against a particular lot or unit as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Facilities Association shall be used for the improvement, maintenance and operation the Common Property for the benefit of the residents of the Properties, and the carrying out of the other responsibilities and obligations of the Facilities Association under this Declaration, the Articles and the Bylaws. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems, including but not limited to, work within retention areas, drainage structures and drainage easements. Without limiting the generality of the foregoing, such funds may



be used for the acquisition, improvement and maintenance of the Common Property, and services and facilities related thereto, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Property; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Facilities Association when necessary or useful; the maintenance, landscaping and beautification of the Common Property and such public lands as may be designated by the Declarant or the Facilities Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first lot or unit to an Owner, the maximum annual Common Expenses assessment per lot or unit shall be Two Hundred Twenty Dollars (\$220.00), to be collected monthly.

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first lot or unit to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the Members.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first lot or unit to an Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above by a vote of two-thirds (2/3) of Members at a meeting duly called for this purpose.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Facilities Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.



Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members' meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast a majority of all the 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 the presence of Members or of proxies entitled to cast one-third (1/3) of all the votes of the membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VII shall not apply to any Homeowner's Facilities Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all lots and units subject thereto upon the conveyance of the first lot or unit from the Declarant to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each lot and unit not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 8. Lien for Assessments. All sums assessed to any lot or unit pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such lot or unit in favor of the Facilities Association.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Facilities Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Facilities Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot or unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property, or abandonment of his lot or unit.



Section 10. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Facilities Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Facilities Association any assessments against the lot or unit which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Facilities Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the lot or unit foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 11. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each lot or unit shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Facilities Association by this Declaration, but to be construed in its favor.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any lot or unit pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or unit from liability for any assessments thereafter becoming due or from the lien thereof. The Facilities Association shall, upon written request, report to any such first mortgagee of a lot or unit any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the lot or unit; provided, however, that such first mortgagee first shall have furnished to the Facilities Association written notice of the existence of its mortgage, which notice shall designate the lot or unit encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a lot or unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VII. Mortgagees are not required to collect assessments.

Section 13. Certificate of Amounts Due. The Facilities Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Facilities Association setting forth whether the assessments on a specified lot or unit have been paid. A properly executed certificate of the Facilities Association as to the



status of assessments on a lot or unit shall be binding upon the Facilities Association as of the date of issuance.

ARTICLE VII GENERAL PLAN OF DEVELOPMENT

Section 1. Addition to the Properties. Additional land, which is described on Exhibit "F" attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Facilities Association and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded. The Declarant from time to time may, in its discretion and without need for consent or approval by either the Facilities Association or its Members, cause such additional land to become subject to the Declaration, but under no circumstances shall the Declarant be required to make such additions and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Facilities Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, warrants or represents that any such additional development shall occur.

Section 2. Procedure for Making Additions to the Properties. Such additions to the Properties may become subject to this Declaration by, and only by, one of the following procedures:

(a) Additions in Accordance with a General Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Facilities Association or its Members to bring within the jurisdiction and control of the Facilities Association and make subject to the scheme of this Declaration any additional land, provided that such additions are in accordance with the general plan of development, herein called the "General Plan."

(b) Mergers. Upon a merger or consolidation of the Facilities Association with another non-profit corporation as provided in its Articles, its property, whether real, personal or mixed, rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Facilities Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the



Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. No such merger or consolidation shall be effective unless approved by sixty percent (60%) of the vote of the Members of the Facilities Association present in person or by proxy at a meeting of Members called for such purpose.

Section 3. General Provisions Regarding Additions to the Properties.

(a) The additions authorized under Section 2(a) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3(b). Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof, provided such are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the Properties.

(b) Nothing contained in this Article VI shall obligate the Declarant to make any additions to the Properties.

Section 4. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Facilities Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Brevard County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by sixty percent (60%) of the Members agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public records of Brevard County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 5. Enforcement. The Facilities Association, the Declarant and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Facilities Association,



Declarant, or any owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Facilities Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 7. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Brevard County, Florida by:

- (a) An instrument signed by the Declarant, as provided in Section 8 of this Article; or
- (b) A vote of fifty-one percent (51%) of the Members, at a meeting called for such purpose at which a quorum is present; or
- (c) An instrument signed by the duly authorized officers of the Facilities Association provided such amendment by the Facilities Association officers has been approved in the manner provided in Paragraph (b) of this Section; or
- (d) An instrument signed by fifty-one percent (51%) of the Members approving such amendment.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any lot or parcel of property in the Land, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any surface water management system located within the Properties must have the prior approval of the St. Johns River Water Management District; such approval need not be recorded.



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, must have the prior approval of the St. Johns River Water Management District.

Section 8. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, so long as Declarant owns any property or parcel of property within the Land, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on lots or units or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Brevard County, Florida. No approval or joinder of the Facilities Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 9. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said owner.

Section 10. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of any plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by a majority of the Members. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 11. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 12. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Property.



CFN:2000102036

OR Book/Page: 4172 / 0079

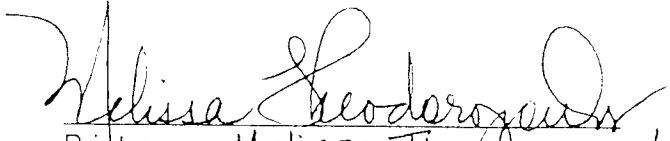
Section 13. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

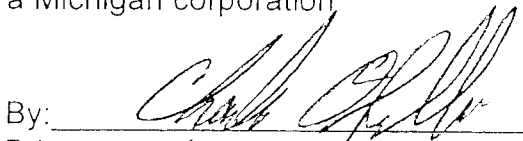
Section 14. Surface Water or Stormwater Management System. In the event of termination, dissolution or final liquidation of the Facilities Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

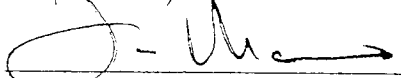
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 23 day of May, 2000.

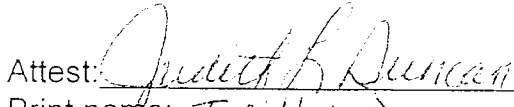
WITNESSES:

PULTE HOME CORPORATION,
a Michigan corporation

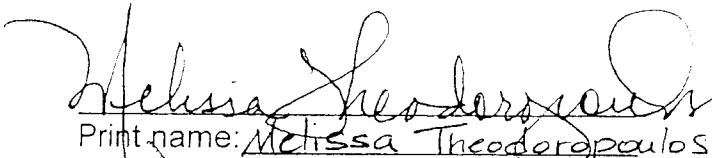
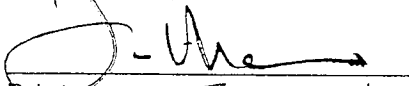

Print name: Melissa Theodoropoulos

By: 
Print name: Charlie O'Sullivan
President Attorney-in-Fact


Print name: James Mancuso

Attest: 
Print name: Judith L. Duncan
Secretary

(CORPORATE SEAL)


Print name: Melissa Theodoropoulos

Print name: James Mancuso



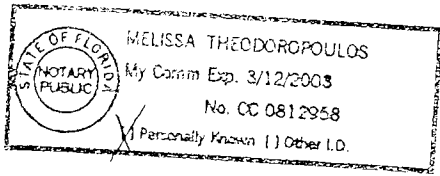
CFN:2000102036

OR Book/Page: 4172 / 0080

STATE OF FLORIDA)

COUNTY OF Orange)

WJ The foregoing instrument was acknowledged before me this 23 day of May, 2000, by Charles F. O'Sullivan, ~~and~~ as Attorney-in-Fact, as ~~President~~ and ~~Secretary~~, respectively, of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. They [are personally known to me] [have produced _____ as identification].



Melissa Theodoropoulos
Notary Public
Print name: Melissa Theodoropoulos
My commission expires: 3/12/2003

03/23/00 1:46 PM
36263.100543
#180084v1

- Exhibits:
- Exhibit "A" Properties
 - Exhibit "B" Common Property
 - Exhibit "C" Articles of Incorporation
 - Exhibit "D" Bylaws
 - Exhibit "E" Surface Water and Stormwater Management System
 - Exhibit "F" Eligible Property



CFN:2000102036

OR Book/Page: 4172 / 0081

All of HAMPTON PARK, PHASE 1, according to the plat thereof as recorded in Plat Book 45, page 47, Public Records of Brevard County, Florida.

EXHIBIT "A"

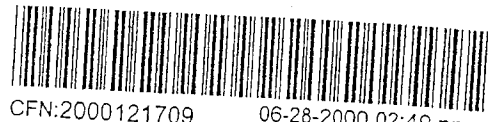


CFN:2000102036

OR Book/Page: 4172 / 0082

Tract C of HAMPTON PARK, PHASE 1, according to the plat thereof as recorded in Plat Book 45, page 47, Public Records of Brevard County, Florida.

EXHIBIT "B"



CFN:2000121709 06-28-2000 02:49 pm
OR Book/Page: 4184 / 0981

Prepared by and to be returned to:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 33756

Sandy Crawford
Clerk Of Courts, Brevard County
#Pg: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 4.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HAMPTON PARK FACILITIES**

THIS AMENDMENT is made this 19th day of June, 2000, by PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in Florida, hereinafter referred to as "Declarant", whose mailing address is 555 Winderley Place, Suite 420, Maitland, Florida 32751.

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Brevard County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions of Hampton Park Facilities on June 2, 2000, as recorded in O.R. Book 1172 at Page 0063 Public Records of Brevard County, Florida (herein, together with any amendments thereto, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration, pursuant to Article VII, Section 8, to amend the Declaration without the joinder of the Association, other Owners, or any other party; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Exhibit "C" to the Declaration is hereby amended to add page 1 of the Articles of Incorporation of Hampton Park Facilities Association, Inc., as filed with the Secretary of State of the State of Florida, and which is attached hereto as Schedule "1" and incorporated herein by reference.
3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned corporation has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of Hampton Park Facilities to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION, a Michigan corporation

Judith L. Duncan
Printed Name: Judith L. Duncan

By: *Charles F. O'Sullivan*
Printed Name: Charles F. O'Sullivan
Its: Attorney-in-Fact

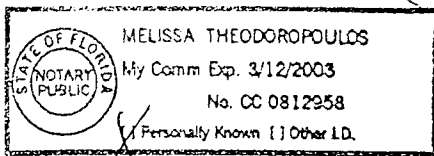
Melissa Theodoropoulos
Printed Name: Melissa Theodoropoulos

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was executed before me this 19 day of June, 2000, by Charles F. O'Sullivan as Attorney-in-Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, and who is personally known to me or who has produced _____ as identification.



Melissa Theodoropoulos
Notary Public
Print Name: Melissa Theodoropoulos
Notary Public Commission No. CC 0812958
My commission expires: 3/12/2003

#215699v1
36263.100543
06/14/00 10:55 AM



Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 4.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
HAMPTON PARK FACILITIES

THIS AMENDMENT is made this 29th day of September, 2000, by PULTE HOME CORPORATION, a Michigan corporation, hereinafter referred to as the "Declarant", whose mailing address is 555 Winderley Place, Suite 420, Maitland, FL 32751.

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Brevard County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions of Hampton Park Facilities, as recorded in O.R. Book 4172, Page 63, Public Records of Brevard County, Florida (herein, together with any amendments thereto, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article VII, Section 8, to amend the Declaration without the approval or joinder of the Association, other Owners or any other party; and

WHEREAS, Declarant wishes to amend the Declaration to comply with HUD/FHA regulations;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

(As used herein the following shall apply: words in the text which are lined through with hyphens (-----) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text.)

1. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Article VI, Section 3, is added to read as follows:

Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Llot or Unit to an Owner, |

hundred twenty dollars (\$220.00), to be collected monthly.

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot or Unit to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the Members.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot or Unit to an Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above 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.

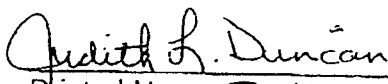
(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

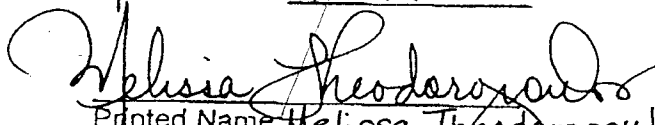
4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

5. This Amendment shall be effective immediately upon its recording in the Public Records of Brevard County, Florida.


IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of Hampton Park Facilities to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

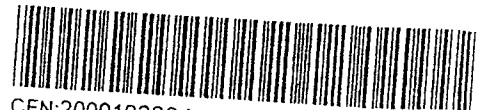

Printed Name: Judith L. Duncan


Printed Name: Melissa Theodoropoulos

PULTE HOME CORPORATION,
a Michigan corporation

By: 
Printed Name: Charles O'Sullivan
Its: Attorney In Fact

(CORPORATE SEAL)



CFN:2000192234

OR Book/Page: 4228 / 3261

the maximum annual Common Expenses assessment per lot or unit shall be Two Hundred Twenty Dollars (\$220.00), to be collected monthly.

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Llot or Unit to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the Members.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Llot or Unit to an Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above 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.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

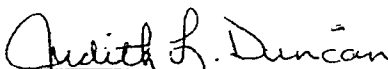
4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.


5. This Amendment shall be effective immediately upon its recording in the Public Records of Brevard County, Florida.


IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of Hampton Park Facilities to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

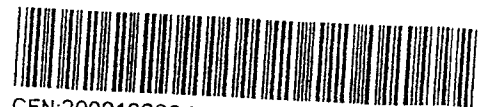
PULTE HOME CORPORATION,
a Michigan corporation


Printed Name: Judith L. Duncan

By: 
Printed Name: Charles O'Sullivan
Its: Attorney In Fact


Printed Name: Melissa Theodoropoulos

(CORPORATE SEAL)



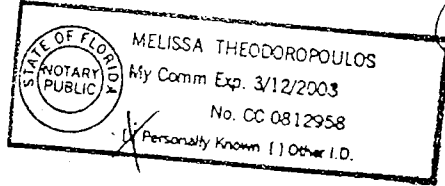
CFN:2000192234

OR Book/Page: 4228 / 3261

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was executed before me this 29 day of September, 2000, by Charlie O'Sullivan as Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, and who is personally known to me or who has produced _____ as identification.



Melissa Theodoropoulos
Notary Public
Print Name: Melissa Theodoropoulos
Notary Public Commission No. _____
My commission expires: _____

36263.100543
9/28/00 9:30 AM 0/27/00-6:09-PIA
#223146v1



CFN:2000192234
OR Book/Page: 4228 / 3262

STATE OF FLORIDA, COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true copy of the instrument filed in this office.

SANDY CRAWFORD, Clerk of Circuit Court

Dated 10/2/00 [Signature] D.C.



Prepared by and to be returned to:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 33756

CFN:2000121709 06-28-2000 02:49 pm
OR Book/Page: 4184 / 0981

Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 4.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HAMPTON PARK FACILITIES**

THIS AMENDMENT is made this 19th day of June, 2000, by PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in Florida, hereinafter referred to as "Declarant", whose mailing address is 555 Winderley Place, Suite 420, Maitland, Florida 32751.

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Brevard County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions of Hampton Park Facilities on June 2, 2000, as recorded in O.R. Book 4172 at Page 0063 Public Records of Brevard County, Florida (herein, together with any amendments thereto, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration, pursuant to Article VII, Section 8, to amend the Declaration without the joinder of the Association, other Owners, or any other party; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Exhibit "C" to the Declaration is hereby amended to add page 1 of the Articles of Incorporation of Hampton Park Facilities Association, Inc., as filed with the Secretary of State of the State of Florida, and which is attached hereto as Schedule "1" and incorporated herein by reference.
3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned corporation has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of Hampton Park Facilities to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION, a Michigan corporation

Judith L. Duncan
Printed Name: Judith L. Duncan

By: *Charles F. O'Sullivan*
Printed Name: Charles F. O'Sullivan
Its: Attorney-in-Fact

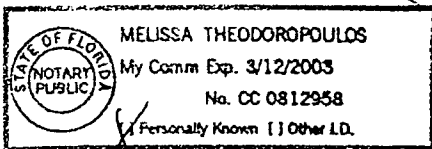
Melissa Theodoropoulos
Printed Name: Melissa Theodoropoulos

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was executed before me this 19 day of June, 2000, by Charles F. O'Sullivan as Attorney-in-Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, and who is personally known to me or who has produced _____ as identification.



Melissa Theodoropoulos
Notary Public
Print Name: Melissa Theodoropoulos
Notary Public Commission No. CC 0812958
My commission expires: 3/12/2003

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36263.100543
06/14/00 10:55 AM

