AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HILLTOP ESTATES

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PRELIMINARY STATEMENT

This AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR HILLTOP ESTATES (hereinafter referred to as "Amended and Restated Declaration") amends, supersedes, and replaces the following:

TITLE	OFFICIAL RECORDS BOOK	PAGE
Declaration of Covenants and Restrictions for Hilltop Estates	1300	1302
Amended and Restated Declaration	1790	1716
Amended and Restated Declaration	1873	1882
First Amendment	2361	111
First Amendment	2369	624
Third Amendment	6699	1768
Second Amendment	6748	589
Fourth Amendment	6748	591
Fifth Amendment	7113	190

(all of the foregoing, as heretofore amended, supplemented, or modified by filings in the Public Records of Marion County, Florida, whether or not specifically referenced herein, the *"Existing Declaration").*

FOR PURPOSES OF CLARITY, BE IT KNOWN THAT THE REFERENCES HEREIN TO "DEVELOPER" ARE GENERALLY HISTORICAL IN NATURE AND NO LONGER APPLICABLE. THE DEVELOPER NO LONGER OWNS ANY PORTION OF THE PROPERTIES HEREIN AND THE CLASS "B" MEMBERSHIP NO LONGER EXISTS.

WITNESSETH:

WHEREAS, pursuant to Article XII of the Declaration, the Existing Declaration may be amended by a two thirds (2/3) vote or written consent of the Owners; and

WHEREAS, a duly noticed and called meeting of the Association, as defined by the Existing Declaration was held on November 18, 2024, notice of which included the mailing of a complete text of this Amended and Restated Declaration to all Owners as defined in the Existing Declaration; and

WHEREAS, at least two-thirds of the Owners did, at the foregoing meeting of the Owners, vote in favor of the adoption of this Amended and Restated Declaration, amending, modifying and restating the Existing Declaration by restating in its entirety the provisions thereof, it being the intent hereof, that this Amended and Restated Declaration shall replace the Existing Declaration and this Amended and Restated Declaration shall constitute the covenants, conditions and restrictions for the Properties as defined in the Existing Declaration; and

NOW, THEREFORE, This Amended and Restated Declaration is adopted by the HILLTOP ESTATES HOMEOWNERS ASSOCIATION, INC. The covenants and restrictions contained in this Amended and Restated Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of any portion of The Properties or Property as defined herein and by the Existing Declaration, all of which shall be sold, held, conveyed, transferred, used, occupied, mortgaged, or otherwise encumbered subject to the terms, conditions and restrictions set forth herein, it being the unequivocal intent of the Owners that no additional real property be subjected to the terms hereof at this time other than the real property originally subjected to the Existing Declaration. The acquisition of title to any portion of The Properties, or the lease, occupancy, or use of any portion thereof, constitutes an acceptance and ratification of all provisions of this Amended and Restated Declaration, as amended from time to time, and an agreement to be bound by its terms.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to HILLTOP ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

(b) "Common Area" shall mean and refer to all real property set forth on the plat for Hilltop Estates recorded at Plat Book X at page 62, 63 and 64, other than individually platted Lots as depicted there, including, but not limited to, Tracts A, B, C, D and E, plus all property designated as common Areas in any future recorded supplemental declaration; together with any improvements thereon and any personal property, including, without limitation, all structures, recreational facilities, open space, walkways, sprinkler systems,

private utility installation thereon, roads and street lights, if any, but excluding any public utility installations thereon.

(c) "Developed Lot" shall mean a lot on which a manufactured home or other improvements, including, but not limited to landscaping, have been constructed. A lot shall be considered developed commencing at such time as a placement permit is posted or a Notice of commencement is filed with the Clerk of Court of Marion County, whichever occurs first.

(d) "Developer" shall mean and refer to HILLTOP PROPERTIES, INC., its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(e) "Development" shall mean and refer to all the real property more particularly described in Article II which is intended to be made a part of a common scheme of development.

(f) "Institutional lender", for purposes of Article V, Section 4 hereof, means a bank, savings and loan association, insurance company, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, or other lender generally recognized as an institutional-type lender, which holds a mortgage on one or more Lots.

(g) "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, which plat is designated by Developer hereby or by any other recorded instrument subject to these covenants and restrictions (and to the extent the Developer is not the Owner thereof, than designated by the Developer joined by the owner thereof), any Lot shown upon any resubdivision of any such plat, and any other property hereafter designated as a Lot by the Developer and thereby made subject to this Declaration. To the extent the Developer is not the Owner thereof, then such declaration shall be made by the Developer joined by the Owner thereof.

(h) "Lot" shall mean and refer to any Lot on which a manufactured home-type Unit is or is expected to be constructed.

(i) "Manufactured Home" or "Unit" shall mean a single-family, single story, doublewide mobile home having a minimum site of 768 square feet and being a minimum of 24' wide, exclusive of carports and porches and does not include modular homes.

(j) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(l) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(m) "Undeveloped Lot" shall mean a lot on which no improvements or landscaping has been placed.

(n) "Unit" shall mean and refer to any manufactured unit constructed on a Lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Marion County, Florida, and is more particularly described as follows:

See Exhibit "A"

all of which real property, and all additions thereto, is herein referred to collectively as "The Properties."

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section l, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Member shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1 When more than one person holds such interest, or interests in any Lot, all such persons shall Members, and the vote for such Lot shall be exercised as they among themselves determine, but subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to nine (9) votes for each lot owned until such time as Developer holds title to twelve (12) or fewer lots or sooner at the election of the Developer. The Class B Membership has been terminated as of the date of adoption of this Amended and Restated

Declaration and no longer exists pursuant to Florida law and Developer's sale of all lots held in its name.

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS, OTHER EASEMENTS

Section 1. Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and Improvements in compliance with the provisions of this Declaration and with the restrictions on the plats or portions of The Properties from time to time recorded.

(b) The rights of the Association to suspend the Owner's (and his permittees') voting rights (if any) for any period during which any assessment against his Lot remains unpaid; and for any infraction of lawfully adopted and published rules and regulations. In addition to the foregoing, any Member delinquent in the payment of any monetary obligation owed to the Association shall be ineligible to run for the Board of Directors in accordance with 720.306(9)(b), Florida Statutes, as amended from time to time.

(c) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing, among other things, the use of the Common Areas and all facilities at any time situated within the Properties. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at Length in this Declaration.

(d) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted purchaser's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(e) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate all or portions of the Common Areas to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing

districts for lighting, roads, recreational or other services, security or communications and other similar purposes deemed appropriate by the Association.

(f) The right of the Association from time to time to make capital improvements to the Common Areas subject to the approval of a majority of the Members appearing in person or by proxy at a meeting thereof at which a quorum has been attained.

(g) The right of the Association from time to time to make capital improvements to the Common Areas subject to the approval of a majority of the Members appearing in person or by proxy at a meeting at which a quorum has been attained.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall maintain in good repair and manage, operate and insure as necessary the Common Areas, including but not limited to, the paving, roads, drainage structures, street lighting fixtures and appurtenances, private utilities, landscaping, improvements, and other structures but excluding telephone, cable television, electric, gas and other public utilities situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. The Association say also elect to perform certain maintenance under contracts with individual Owners.

In the event an Owner shall fail to maintain their Lot, Unit, landscaping or any improvements located thereon, the Association may, at its option, maintain and repair other portions of the Lots and improvements constructed thereon, in the manner hereinafter contemplated, and easements over such Lots and Units constructed thereon are hereby reserved in favor of the Association and its designees to effect such maintenance and repair. Except as specified in Article IV, Section 3, the Owner shall be responsible, however, for the maintenance, replacement and repair of landscaping on Owner's Unit or Lot, and for his air conditioning unit, wherever located.

All work pursuant to this Section and all expenses incurred hereunder (with the exception of work performed under contracts with individual Owners) shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. Any and all work done by the Association in connection with an individual Lot and improvements thereon as a result of the Owner's failure to perform their maintenance obligations shall be assessed against the Owner individually as a Specific Assessment, payable and collectible as any other assessment due hereunder. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration.

Section 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 6. Ownership. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Owners that may from time to time constitute part of The Properties and the Owners' tenants, guests and invitees. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Common Areas and all personal property and improvements thereon with the exception of public utilities, telephone and cable television (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner without cost to the general taxpayers of Marion County. It is intended that all real estate and personal property taxes assessed against the Common Areas or personal property or improvements located thereon be proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded as of the date of such recordation.

Section 7. Other Easements. The Association shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Development.

ARTICLE V

ASSOCIATION-COVENANT FOR MAINTAINANCE ASSESSMENTS

Section 1. Creation of the Obligations for Assessments. Each Owner, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) the annual assessments and any special assessment as levied in accordance with the provisions of the Association's By-Laws and (b) specific assessments against any particular Lot which are established pursuant to the terms of Article VIII or X of this Declaration. All such assessments together with interest, costs and reasonable attorney's fees will be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner at the time the assessment fell due. Each Owner, shall be liable for his or her portion of such assessment coming due while he or she is the owner of a Lot or Unit and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of the conveyance.

Section 2. Purpose of Assessments. The annual and any special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, security and welfare of the members of the Association and for the acquisition, improvement, maintenance and operation of the common area, including the cost of ad valorem, personal

and real property taxes and insurance for the common area, management and professional services.

Section 3. Computation of Assessments and Determination of Date for Payment Thereof. The amount of the annual assessments and of any assessments levied upon each lot and the dates at which the same are to be paid shall be determined as provided in the Association's Bylaws. "Undeveloped Lots," as defined in Article I, must pay assessments in an amount equal to fifty percent (50%) of the amount levied upon developed lots. The fifty percent (50%) assessment applicable to "undeveloped lots" shall automatically be increased to one hundred percent (100%) of the assessment then being levied on developed lots at such time as a home is placed on an "undeveloped lot" or five (5) years from the date on which the original owner obtained title to the lot from the Developer, whichever occurs sooner. The Association shall use a portion of the fifty percent (50%) fee to mow the "undeveloped lot."

Section 4. Lien for Assessment; Attachment and Priority. All sums assessed against a Lot or Unit pursuant to this Article, together with interest, costs and reasonable attorney's fees, as provided herein, shall be secured by a lien on such lot in favor of the Association. The lien for annual assessment shall attach as of 12:01 a.m. on April 1st of the year for which each such assessment is made. The lien for special assessments and specific assessment shall attach upon the recording of a notice of assessment thereof in the public records of Marion County, Florida, setting forth the amount of the lien and the description of the Lots encumbered thereby.

Such lien shall be superior to all other liens and encumbrances on such Lot except only for

(a) Liens for ad valorem taxes or other governmental liens given priority by federal or state statute; and

(b) The Liens for sums unpaid on (i) a first mortgage in favor of an institutional lender, (ii) any other mortgages in favor of the holder of such first mortgage prior to the attachment of each assessment lien, and the purchaser at a sale in foreclosure of any such mortgages or any such mortgagee that accepts a deed in lieu of foreclosure shall take title free and clear of any assessment lien which attached subsequent to the recording of such mortgage and prior to the date of such acquisition of title.

All other persons acquiring liens or encumbrances on any Lot after this Declaration is recorded in the public records of Marion County, Florida, shall be deemed to consent that such liens or encumbrances shall be inferior to any existing or future liens for assessments as provided herein, whether or not prior consent and agreement to subordination be specifically set forth in the instrument creating such lien or encumbrance.

Section 5. Effective Non-Payment of Assessment; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate determined by the Board of Directors and specified in the notice of such assessment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot against which such assessment

was made. No Owner may Waive or otherwise escape liability for the assessment provided for herein by non use of the common area or abandonment of his Lot.

ARTICLE VI

USE REGULATIONS

Applicability. Attached hereto as Exhibit "B" are certain additional Use Regulations of the Association which are incorporated herein by this reference and which racy be modified, in whole or in part, at any time by a majority of those appearing in person or by proxy at a meeting of the Members at which a quorum is present, notice of which is posted conspicuously in the Community and mailed to all Members fourteen (14) days in advance, together with a statement that amendments to the Use Regulations will be considered. The Association shall either provide a copy of the proposed amendments with notice of the meeting or information regarding how the Member may obtain a copy free of charge from the Association in advance of the meeting. Any and all Use Regulations adopted prior to the date of adoption and recordation of this amendment shall remain in full force and effect.

ARTICLE VII

EASEMENTS

Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the association, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the plats. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

ARTICLE VIII

ARCHITECTURAL AND MAINTENANCE STANDARDS

ARCHITECTURAL CONTROL

Architectural Control. No building or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board and all necessary governmental permits are obtained. Each

building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specification, and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans or any of them, may be based on any grounds, including discretion of said Architectural Control Board. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the fence or other structure or improvements and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The address of said Board is, 16690 SE 96th Avenue Summerfield, Florida 34491. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved. Members of the Board of Directors shall appoint the Architectural Control Board President for a two (2) year period.

B. Construction Criteria for Lot Improvements.

1. All residences at Hilltop Estates must be either double-wide or triple-wide manufactured homes. All residences and garages at Hilltop Estates must be constructed with shingles covering the roof and horizontal lap siding covering the exterior walls. The ACB shall have the authority to adopt standards and specifications governing shingle type, material and color. Additionally, each residence at Hilltop Estates must be skirted with stucco, brick and mortar, or an equivalent skirting material, must have an attached utility shed and carport or an attached garage as well as a concrete driveway, outside yard light and a screened-in and/or vinyl windowed room (a Florida room with standard glass windows may be placed or constructed on a lot in lieu of the screened-in or vinyl windowed room). All garages and Florida rooms must have the appearance of being an integral part of the residence. In the case of triple-wide homes, the requirement for a utility shed and screened-in or vinyl windowed room shall be waived.

2. All manufactured homes placed on lots in Hilltop Estates must be no older than two (2) years from the current year. The Board of Directors will have the right to establish later model year requirements in the future, provided that all owners of undeveloped lots receive notice a minimum of twelve (12) months in advance of the effective date of the new requirement which will be February 15, 2019.

3. In the event that as a result of changes in local building codes or other governmental regulations or the lack of reasonable availability of any of the materials required for compliance with Article VIII, the Architectural Control Board will specify alternative materials and/or waive any of the requirements temporarily or permanently.

4. A complete list of all exterior materials used in the construction of a residence and appurtenances thereto must be submitted and approved in writing by the Architectural

Control Board or the Board of Directors of the Hilltop Estates Homeowners Association acting as the Architectural Control Board prior to placement of the residence and appurtenances on any lot in the subdivision. Appurtenances shall include, but not be limited to, skirting, room additions, utility sheds, outside yard lights, carports and garages as well as covered and open patios and decks.

5. The elevation of the main floor of the residence and all final grading must be approved in writing by the Architectural Control Board prior to placement of the residence on the lot. All grassed areas of a lot which are disturbed during construction or areas which are bare of grass for any reason must be grassed over with sod or planted with shrubs. A residence may not be occupied prior to the completion of (i) skirting and (ii) concrete driveway.

6. Any damage to common property, such as roadways, drainage systems and underground utilities, during construction must be repaired at the expense of the lot owner.

7. For new homes and new appurtenances and for the relocation of a previously owned home and new appurtenances, all construction, including the installation of sod, must be completed within ninety (90) days after the home is first delivered to the lot. For the relocation of a previously owned home and previously owned appurtenances, all construction, including the installation of sod, must be completed within sixty (60) days after the home is first delivered to the lot. Notwithstanding the foregoing timeframes for completion, the ACB shall have the discretion and authority to extend the foregoing timeframes based upon good cause and circumstances outside of the Owner's control.

8. In addition, the Architectural Control Board shall have the right to inspect a previously owned home and previously owned appurtenances both before and after they have been moved to the lot. Damaged or unsightly materials shall not be incorporated into the home and appurtenances.

9. Any materials to be used in the construction of a residence and appurtenances may be stored on the lot for no more than fourteen (14) days prior to incorporation into the improvement.

10. With the exception of the construction deadlines described in Section 7, these restrictions pertain to new construction, repairs and modification of existing structures, and the relocation of a previously owned home and new appurtenances or a previously owned home and previously owned appurtenances to a lot.

11. The Board of Directors may bring local action to enforce the requirements of this Article pursuant to Article X of the "Amended and Restated Declaration of Covenants and Restrictions for Hilltop Estates."

C. Maintenance of Homes and Appurtenances. The maintenance of homes and appurtenances including, but not limited to, skirting, utility shed, carport, attached garage, concrete driveway, outside yard light, screened-in and/or vinyl windowed rooms, is the responsibility of each owner. The home and all appurtenances must be cared for and maintained in a manner consistent with the general standards of the Development as

determined by the Board of Directors. The Owner shall likewise be responsible to maintain any easement area located adjacent to their Lot and Common Area roadway.

ARTICLE IX

RESALE AND OCCUPANCY RESTRICTIONS

No Owner may sell or convey his interest in 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 amounts shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

Exclusive occupancy of all or any portion of a Lot by anyone other than the Owner and members of their immediate household unit shall constitute a lease for all purposes hereunder. Only entire Lots may be leased and subleasing shall be strictly prohibited. No Owner may lease their Lot for a term of less than six (6) consecutive calendar months, and in no event more than three (3) times in any calendar year. Short-term rental of any kind, including, but not limited to, vacation rentals and advertising for occupancy on any short-term rental website such as AirBNB, shall be strictly prohibited.

ARTICLE X

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. In the event that the Association elects to enter upon a Lot where a violation or breach of any of the restrictions exist and to summarily abate or remove the same, the entire actual cost to the Association of such action plus 50% of such actual cost shall be payable by the Owner of such Lot to the Association upon demand and shall constitute a specific assessment enforceable in accordance with the provisions of this Declaration. The Association shall have the specific right to tow any vehicle, trailer, or other item being stored in the Community Storage Area in violation of any Use Regulations or other rules and regulations promulgated by the Board should any Owner fail to abate or remove the violation. All costs and expenses, including reasonable attorney's fees, whether suit be brought or not, incurred by the Association or an owner or owners who elect to proceed at law or in equity to abate or remove a violation of the provisions of this Article or the Use Regulations promulgated under authority of these Restrictions shall be borne by the Owner adjudged in violation thereof, and subject to a specific assessment against the Owner's Lot provided, however, that neither an institutional mortgagee that acquires a lot by foreclosure or deed in lieu of foreclosure, nor the purchaser at a judicial, clerks or tax sale shall be liable for costs, expenses or attorney's fees in any action to abate or remedy a violation arising or existing prior to its acquisition of the Lot. To the extent that the Association seeks to impose a specific assessment for expenses incurred prior to the

institution of legal proceedings, the Board shall provide fourteen (14) days' written notice to the Owner of the Board Meeting at which the specific assessment will be imposed, and an opportunity to be heard prior to imposition of the specific assessment by the Board. The Association shall likewise have the right to ejectment of a tenant or occupant in exclusive possession of a Lot where the tenant or occupant demonstrates a pattern of repeated violation of the terms of this Declaration and the Use Regulations promulgated hereunder, and the Board determines in its discretion that ejectment is the appropriate remedy.

3. In the event that an Owner fails to pay assessments within thirty (30) days of the date due, then, in addition to the remedies listed in this article and in Article V, the Association will deliver written notice to Owner of its intention to suspend, for a reasonable period of time, the rights of the Owner, or the Owner's tenants, guests, invitees or both, to use the common areas and facilities, including the water and sewer systems, unless the assessment is paid in full within thirty (30) days from the date of notice. The Association specifically has the right to terminate water and/or sewer services pursuant to this procedure.

a. Notwithstanding the foregoing, the suspension of rights shall not impair the right of the Owner or tenant of a parcel to have vehicular and pedestrian ingress and egress to the parcel, including, but not limited to, the right to park.

4. The Board may, at its option, impose fines against any Owner in violation of the terms of this Declaration or the Use Regulations, subject to a hearing before an independent committee in compliance with the provisions of Chapter 720, Florida Statutes, as amended from time to time. Collection of fines shall be accomplished through imposition of a specific assessment payable and collectible as any other assessment due hereunder, and subject to the limitations of applicable statute.

5. When the imposition of fines and/or suspension of services results from a violation other than the non-payment of assessments, the fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by and majority vote, does not approve a proposed fine or suspension, it may not be imposed. This requirement does not apply to imposition of suspensions for fines upon any Owner because of the failure of the Owner to pay assessments.

ARTICLE XI

INSURANCE

Section 1. Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. All improvements located on the Common areas from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), which shall be insured in an amount not less than one hundred percent (100%) of

the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism, malicious mischief and those covered by the standard "all risk" endorsement.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering injury, loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property (including, but not limited to liability arising from lawsuits related to employment contracts to which the Association is a party), with such additional coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than $1,000,000 for each accident or occurrence, $100,000 per person and $50,000 property damage, and with a cross liability endorsement to cover liabilities of the Owners as a group to any owner, and vice versa.

(c) Flood Insurance. Covering the Insured Property shall be maintained by the Association if the Development is in a special flood hazard area or if the Association so elects. The amount of flood insurance shall be the lesser of (1) 100% of the current replacement costs of the insured Property or (ii) the maximum coverage available for the insured property under the National flood Insurance Program.

(d) Other Insurance. The Association may also maintain worker's compensation or such other insurance as the Board may determine from time to time.

Every casualty insurance policy obtained by the Association shall have the following endorsements: (i) agreed amount and inflation guard, and (ii) an appropriate endorsement covering the costs of changes to undamaged portions of the improvements (even when only a portion thereof is damaged by an insured hazard) if any applicable construction code requires such changes.

Section 2. Additional Provisions. All policies of insurance and fidelity bonds shall provide that such policies and bonds may not be canceled or substantially modified without at least twenty (20) days' prior written notice to all of the named insureds, including all mortgagees of Units and Lots, including each service that services a Federal National Mortgage Association owned mortgage encumbering a Unit and Lot located in The Development.

Section 3. Premium. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Units or their appurtenances or of the Common Areas by, or any other action or omission of, particular Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

Section 4. Owner Responsibility. In the event of partial or total destruction of the improvements situated upon a Lot, the Owner shall promptly proceed with reconstruction of the improvements, subject to the architectural review and approval requirements of Article VIII hereof. In no event shall repair or replacement of damaged improvements remain incomplete for a period in excess of six (6) calendar months from the date of loss.

ARTICLE XII

NOTICES

Section 1. Notice to Member or Owner. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2. Notice to Lenders. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the insured Property or the Lot and Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of arrangements or charges owed by the Owner of any Unit and Lot on which it holds the mortgage.

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Board of Directors, the Architectural Control Board and the owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) 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 an instrument signed by the than Owners of 75% of all that Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective data of such revocation, and unless written notice of the proposed Agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity brought by Association, an Owner, their successors in interest, heirs, agents, beneficiaries, or assignees 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 lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owners expressly covenant and agree that the Association's remedies for enforcement shall be cumulative in nature, allowing the Association to select amongst its remedies, and utilize said remedies individually and collectively in the discretion of the Board of Directors. The Owners likewise expressly covenant and agree that any legal remedy the Association may have is to be used cumulatively with the Association's right to enforce the terms hereof through equitable remedies, and any such remedies at law are expressly agreed to be inadequate as a matter of law and equity. All costs incurred by the Association in connection with any action taken to obtain compliance with any violation of the terms hereof and Use Regulations adopted pursuant hereto, whether suit be brought or not, including all attorney fees and costs, shall be recoverable from the offending Owner and subject to imposition of a specific assessment against the Owner's Lot to secure all such costs incurred.

Section 3. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 4. Amendment. The covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time approval at a meeting of Owners holding not less than 66 2/3% vote of the membership appearing in person or by proxy at a meeting of the Members at which a quorum has been attained.

Section 5. Effective Date. This Declaration shall become effective upon Its recordation in the Marion County public records.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 7. Standards for Consent, Approval, Completion, other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 8. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantee(s) for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in soon or all of such provisions.

Section 9. Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN WITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED. IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTION RUN WITH THE LAND AS AFORESAID)

Section 10. Management Contract. At such time as it seems fit, the Association is hereby authorized to enter into an agreement with a management company to provide for the management and maintenance of the Properties, in which case each Owner shall be assessed for his Unit's and Lot's share of the management fees, in accordance with the assessment provisions contained in this Declaration and in the Association Bylaws.

ARTICLE XIV

SENIOR HOUSING

In order to create a tranquil environment and develop appropriate facilities conducive to the lifestyles, interests and physical limitations of individuals fifty-five (55) years of age or older and to avoid the often conflicting requirement of persons twenty-one (21) years of age or younger, effective May 1, 1997, Hilltop Estates is a Senior Housing Subdivision pursuant to federal, state and local laws and regulations.

A. Occupancy Status. As of May 1, 1997, at least eighty percent (80%) of the occupied units in Hilltop Estates are occupied by at least one person fifty-five (55) years of age or older.

1. For the purposes of these covenants and restrictions, "occupied unit" means either

a. A dwelling unit that is actually occupied by one or more persons on May 1, 1997,

OR

b. A temporarily vacant dwelling unit if the primary occupant has resided in the unit at some time during the past year and intends to return on a periodic basis.

2. For purposes of these covenants and restrictions, "occupied by at least one person fifty-five (55) years of age or older" means that:

a. On May 1, 1997, at least one current occupant of the dwelling unit is fifty-five (55) years of age or older,

OR

b. If the dwelling unit is temporarily vacant on May 1, 1997, at least one of the occupants immediately prior to the date on which the unit was vacated was fifty-five (55) years of age or older.

B. Age 55 Occupancy Requirements. Effective May 1, 1997, subject to the exceptions listed below, each occupied unit must be "occupied by at least one person fifty-five (55) years of age or older" (as defined in Section A above), or the owners will be in violation of these covenants and restrictions. This requirement shall be referred to throughout this Article XIV as the "Occupancy Requirement."

1. Permitted Exceptions.

Exception A. Current Owners and Lessees. This "Occupancy Requirement" shall not apply to individuals who are under fifty-five (55) years of age if, prior to May 1, 1997, the individual(s) owned a unit or if the individual(s) occupied a unit under a lease in excess of three (3) months.

Notwithstanding the foregoing, if the unit or any legal or equitable interest in the unit is sold, transferred, or leased by the current owner, this exception will no longer apply to the person or persons receiving an interest in the property as a result of such transfer.

Exception B. Surviving Spouses. This "Occupancy Requirement" shall not apply to a surviving spouse who is less than fifty-five (55) years of age if the

deceased spouse was fifty-five (55) years of age or older and previously resided in the same unit in Hilltop Estates.

Exception C. Beneficiaries. This "Occupancy Requirement" shall not apply to persons inheriting a unit within Hilltop Estates and who occupy the unit for not more than six (6) months while it is being prepared for and offered for sale.

Exception D. Remaining Occupants. This "Occupancy Requirement" shall not apply to an occupant(s) of a unit who has not attained the age of fifty-five (55) years if the occupant who is fifty-five years of age or older and who occupied the unit for at least three (3) months, must, permanently or temporarily, reside in a health care facility or other type of residential facility offering assisted living or health care services.

Exception E. Subdivision Employees. This "Occupancy Requirement" shall not apply to employees of the Association who are under the age of fifty-five (55) years, provided the employees perform substantial duties related to the management or maintenance of the subdivision.

Exception F. Mortgagees. This "Occupancy Requirement" shall not apply to a person acquiring title to a unit pursuant to the foreclosure of a mortgage or the acceptance of a deed in lieu of foreclosure of a mortgage who occupies that unit while it is being prepared for and offered for sale. However, the Board of Directors can establish limits on a case-by-case basis for the period of occupancy for this purpose.

2. Qualifying Residency. A unit and its owner(s) shall be in violation of these restrictions and covenants if no one fifty-five (55) years or older resides in the unit at least one hundred eighty (180) days per calendar year, unless the unit is vacant except for when the individual who is fifty-five (55) years or older occupies it (subject to exceptions for family members and their guests as provided by the Use Regulations).

C. Advertising. In any advertising or promotional materials, the Association will describe the subdivision as senior housing, housing for fifty-five (55) or older, or in equivalent terms expressing its intent to operate the subdivision as housing for persons fifty-five (55) years or age or older.

D. Leasing. Exclusive occupancy of all or any portion of a Lot by anyone other than the Owner and members of their immediate household unit shall constitute a lease for all purposes hereunder. Only entire Lots may be leased and subleasing shall be strictly prohibited. No Owner may lease their Lot for a term of less than six (6) consecutive calendar months, and in no event more than three (3) times in any calendar year. Short-term rental of any kind, including, but not limited to, vacation rentals and advertising for occupancy on any short-term rental website such as AirBNB, shall be strictly prohibited. All leases of units within Hilltop Estates are required to submit an application for lease to the HOA Board of Directors along with a completed copy of a current complete background records check and a criminal records check done by a licensed investigative firm. Investigation costs will be borne by the Unit Owner, and the application records checks and the lease agreement must be

approved by the board of Directors prior to the Lease Agreement being signed by the Unit Owner and are subject to the following:

1. Leases must be on forms approved by the Association Board of Directors.

2. Leasing of a Unit will only be allowed if the Unit Owner has resided (established legal resident) in that Unit for not less than twelve (12) months prior to the date of the application for lease.

3. No lease shall be made for a term of less than six (6) months.

4. Only the entire lot and Unit may be leased.

5. All leases of Units shall be restricted to single-family residential use only with a maximum of four (4) people as permanent residents and the signature lessee must be fifty-five (55) years of age or older and reside in the Unit through the entire term of the lease and Proof of Age must be proven for the purpose of verifying minimum age requirements that establish Hilltop Estates as a fifty-five (55) and older community that is exempt from the Fair Housing Act. Each of the other three (3) permanent occupants must be at least twenty-one (21) years of age or older.

6. No Lease shall be made subject to any type of time sharing, fraction sharing or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of time.

7. Each lease shall contain the following provision:

The lessee signed here under acknowledges that this lease is subject to the Amended and Restated "Declaration of Covenants" and the "Use Regulations" and that the failure to comply may result in certain remedies being invoked by the Association against the lessee, including without limitation the termination of this lease and person liability of lessee for damages.

Lessee _____ Date _____

Lessee _____ Date _____

8. A copy of the complete lease signed by the lessee and lessor must be filed with the Association prior to occupancy of the Unit.

9. The owner leasing their unit will be jointly responsible and severally liable with the tenant to the Association for all violations, damages and/or losses to committed property and for any monetary sum required by the Association to affect repairs or to pay any claim or injury or damage to the committed property caused by the negligent and/or willful action of the lessee or the lessee's invitee, guest or licensee. All lessees and their guests shall comply with the Use Regulations and failure to do so will be grounds for action, without limitation to recover sums due for any and all damages and costs including Attorney Fees.

10. The Association shall have the right to terminate any lease in the name of and as agent for the lessor upon default by the lessee in observing any of the provisions of this

"Declaration", the "Covenants" and "Use Regulation" or other applicable provision of any agreement, document or instrument governing the properties administered by the Association.

11. The Hilltop Estates Homeowners Association shall have the right to collect costs and attorney fees of collection against any occupant or lessee and against the Unit owner in the event that legal proceedings must be instituted or for enforcement of the Master Declaration.

12. Lessee must keep the landscape in a good visual condition and the grass mowed to a max height of 4". The unit owner is responsible should the lessee fail to adhere to this requirement. Should the Unit owner fail to enforce or comply with this requirement, the HOA Board of Directors retains the right to have the work done and the cost added to the Unit owners' assessment.

13. Enforcement of the penalty for noncompliance to these Regulations is per Article X of the Covenants.

E. Notices. The Homeowners Association will post notices or statements describing the subdivision as housing for persons fifty-five (55) years of age or older in appropriate common areas.

F. Verification of Age. The Board of Directors will develop procedures for routinely determining the occupancy of each unit, including whether at least one occupant of each unit is fifty-five (55) years of age or older. The procedure must provide for regular updates of the initial information supplied by the occupants of the subdivision. Such updates must take place at least once every two (2) years.

1. This procedure must provide information for compliance with the rules promulgated by federal, state and local governmental units for verification of occupancy.

2. Upon request and reasonable notice, owners and occupants of units must provide the Association with the requested documentation to permit verification of the age of all occupants both temporary and permanent.

G. Rules and Regulations. On or before May 1, 1997, and from time to time thereafter, the Board of Directors shall adopt and enforce use regulations consistent with senior housing and the general lifestyle of individuals age fifty-five (55) and older and which promote the intent of the residents to live in a subdivision that is restricted to seniors.

H. Minimum Age Requirement. No one under the age of twenty-one (21) years (referred to throughout this article as a "child") can be a permanent resident of Hilltop Estates.

1. For the purposes of this Article, the following definitions will apply:

a. "Permanent resident" – a person who occupies a unit for more than thirty (30) days in any one hundred eighty (180) day period.

b. "Visitor" – a person who occupies the same unit at the same time as a permanent resident fifty-five (55) years of age or older for a period of less than thirty (30) day period.

c. "Day of occupancy" – occupancy of a unit for more than two (2) hours in any calendar day constitutes a "day of occupancy" for the purpose of determining compliance with requirements based on days of occupancy under Article XIV. (Note: This definition is for the purpose of preventing frequent, regular childcare or babysitting.)

2. This restriction does not apply to children who have been occupants of units at Hilltop Estates for a minimum of three (3) months prior to May 1, 1997, or to children born to residents of Hilltop Estates on or before January 1, 1998.

IN WITNESS WHEREOF, Dorene Hughey, as duly authorized as Vice-President of the Hilltop Estates Homeowners Association, Inc., does hereby certify by execution hereof that the foregoing Amended and Restated Declaration was duly adopted by at least 2/3 of the Owners at a duly noticed and called meeting of the Association which took place on November 18, 2024, notice of which included a complete reproduction of this Amended and Restated Declaration mailed to all Owners on or about October 18, 2024. An affidavit attesting to the foregoing notice has been maintained amongst the official records of the Association.

Witnesses:

Name: Kori Talbot

Name: Brittney Wright

HILLTOP ESTATE HOMEOWNERS ASSOCIATION, INC.,
A Corporation Not-for-Profit

By: Dorene M. Hughey
Dorene Hughey, President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of December, 2024 by Dorene Hughey in her capacity as President of HILLTOP ESTATE HOMEOWNERS ASSOCIATION, INC., who is personally known to me or who produced FL DL H...725-0 as identification.

APRIL FEERER
Commission # HH 381012
Expires July 30, 2027

Notary Public, State of Florida

SEAL