

MNI TITLE OF PASCO, INC.
649 GULF DR. SUITE 3
EW PORT RICHEY, FL 34652
848-8977

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS
OF
HUNTER'S LAKE

44

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF HUNTER'S LAKE, hereinafter described, is made this 22nd day of January 1991 by HUNTER'S LAKE JOINT VENTURE and FOX RUN DEVELOPMENT CORPORATION AT HUNTER'S LAKE, hereinafter described as the "DECLARANT" and said HUNTER'S LAKE JOINT VENTURE AND FOX RUN DEVELOPMENT CORPORATION AT HUNTER'S LAKE declare that they are the owners of the lands covered by this Declaration and described hereinafter.

W I T N E S S E T H

200007 10 8836 02-07-91	21
10-12	
RECORDED/INDEX	
01 00 45	1 49.0
REC MOD TR FUND	
01 00 42	6.5
00 00 00	55.5
TOTAL	1

WHEREAS, Declarant is the owner of certain property in the County of Pasco and State of Florida, which is more particularly described as follows:

See Attached EXHIBIT "A"

WHEREAS, for the purposes stated hereinafter, Declarant desires to impose upon such property certain covenants, conditions and restrictions which will touch and concern such property and are intended by Declarant to be covenants running with the land.

7.00
6.50

55.50

NOW, THEREFORE, Declarant hereby declares that all of the properties described hereinabove shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which Declarant imposes upon such properties for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, and on their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

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

- (a) "Association" shall mean and refer to HOMEOWNERS ASSOCIATION OF HUNTER'S LAKE, a Florida corporation not for profit, which is to be incorporated, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot 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.
- (c) "Properties" shall mean and refer to that certain real property hereinabove described, and any additions thereto as are subject to this Declaration or any Supplemental Declaration pursuant to the provisions hereof. Declarant may from time to time bring other lands under the provisions hereof and under the jurisdiction of the Association by recording Supplemental Declarations.

(d) "Common Areas" shall mean all real property owned by the Association and such additional properties or facilities as may from time to time be designated as Common Areas under this Declaration or any Supplemental Declarations, each such designation to be by recorded instrument, together with the landscaping and any improvements thereon, including, without limitation, all roads, road curbs, structures, recreational facilities, open space, walkways, sprinkler systems, and street lights, but excluding any public utility, or CATV installations, lines, equipment or easements thereon. The Common Areas to be owned by the Association at the time of the Declarant's conveyance of the first lot is described as follows:

Preservation Tract A, Drainage Tracts B,C and D, HUNTER'S LAKE, PHASE I, as recorded in Plat Book 29 , Pages 41-44, Public Records of Pasco County, Florida, and also an easement for buffering and landscaping situated along the Easterly and Southerly boundary of Lots 1, 114, 115 and 116; HUNTER'S LAKE, PHASE I, and described as buffer Tracts'E and F as shown on the plat as recorded in Plat Book 29 , Pages 41-44 , Public Records of Pasco County, Florida.

(e) "lot" shall mean and refer to any residential and individual plat of land within the properties and shown upon any recorded subdivision map or resub-division map of the properties.

(f) "Unit" shall mean and refer to any lot, together with any improvements located thereon, for which a certificate of occupancy or other comparable certification has been issued.

(g) "Declarant" shall mean and refer to HUNTER'S LAKE JOINT VENTURE and FOX RUN DEVELOPMENT CORPORATION AT HUNTER'S LAKE, its successors and assigns, should same acquire more than one lot from the Declarant for the purpose of redevelopment.

(h) "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article III, Section 1, hereof.

(i) "Drainage/Utility Easement" shall mean those easements created by the plat and so identified on said plat for the sole purpose of facilitating the drainage of the subdivision and for the location of utilities, together with any improvements thereon, and shall further mean any subsequently created easements for the same purposes as set forth in this paragraph.

ARTICLE II.

PROPERTY RIGHTS IN COMMON AREAS

Section 1. Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the owners of all lots that may, from time to time, constitute a portion of the properties. Before the sale of any lot or unit to owner, the Declarant shall convey and transfer all of its interest in the Common Areas to the Association and the Association shall accept such conveyance. Thereafter, the Association shall be responsible for the maintenance of the Common Areas in a perpetual, continuous and satisfactory manner without costs to the general taxpayers of the County of Pasco. It is intended that the Common Areas will be owned exclusively by the Association and that all real estate taxes assessed against the Common Areas shall be the responsibility of the Association and are not to be assessed against and payable as part of the taxes of the lots or the units within the properties. The Declarant shall have the right, from time to time, to enter upon the Common Areas during periods of construction upon adjacent properties for the purpose of developing such adjacent properties and for the purpose of completion of the improvements or of the facilities, if any, on the Common Areas which Declarant may construct or provide, as appropriate. The Owner of a lot or unit shall have no personal liability for any damages for which the Association is legally liable or arising out of, or connected with, the existence or use of the Common Areas or any other property required to be maintained by the Association.

Section 2. Members Easements. Each member and each tenant, agent, guest or invitee of such member shall have a permanent and perpetual easement for the use and enjoyment of the Common Areas. Such easements shall be appurtenant to and shall pass with the title to every lot or unit. Such easements shall be reciprocal and in common with all other owners, their tenants, agents, guests and invitees, subject to the following provisions:

(a) The right and duty of the Association to make and levy assessments against each unit for the purpose of maintaining the Common Areas:

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as set forth in this Article and as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. In the event any Common Areas, as defined herein, is dedicated to the County of Pasco for public purposes, said Common Areas shall cease to be subject to these covenants and conditions as of the date of said dedications, except as provided in this subparagraph (b); provided, however, that if a reversionary interest is retained in any Common Areas so dedicated, then in the event said Common Areas reverts to the dedicator, these covenants and conditions shall apply in full force and effect to said Common Areas as if dedication had never occurred.

If any Common Area which has been so dedicated to the County of Pasco requires supervisory maintenance to be performed by the dedicator, the provisions of this Declaration, and any supplements thereto, including those relating to assessments, shall apply to the extent necessary to provide said supervisory maintenance according to the covenants and conditions of this Declaration and any supplements thereto.

Section 3. Maintenance. The Association shall at all times maintain the Common Areas in good repair and shall replace, as often as necessary, any and all improvements situated thereon, if any, including but not limited to landscaping, roads, paving, drainage structures, street lighting fixtures, and appurtenances, sidewalks, and any other structures, except utilities; all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV. Such assessments shall be against all units equally. No owner of any unit may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas.

Section 4. Operation of the Common Areas. The Association shall at all times operate, supervise, control and manage the Common Areas and any income producing activities that may be established or permitted to operate in the Common Areas. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Areas and shall employ the necessary personnel required therefore as it determines in its sole discretion. The operation, supervision, control and management of the Common Areas may be delegated by the Association as set forth in Article IV, Section 5, of this Declaration.

Section 5. Utility Easements. Public utilities serving the properties, the lots and the units may be installed underground in the Common Areas and within, below, or upon the foundations of the units and other improvements of the properties, for the use, benefit and service of the properties, the lots, the units and all improvements upon the properties. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the properties, the lots, units and all improvements upon the properties for installation, maintenance and repair of all utilities for lines, wires, pipes, equipment and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, CATV and other means of communication to the properties, the lots, units and the improvements upon the properties. Any and all use of said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 6. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Common Areas.

Section 7. Drainage/Utility Easements. The Association shall be responsible for the mowing of all drainage/utility easements situated in the subdivision and for any maintenance required which will facilitate the drainage of the subdivision or the proper care and maintenance of the utilities located thereon, but nothing contained herein shall be construed as to prohibit any duly authorized utility company from gaining access for the legitimate purposes of said utility company.

Section 8. Preservation and Conservation Easements. Preservation Easements and Conservation Easements shall be preserved as natural areas and the right of access to said easements is restricted to those lot owners abutting said easements, their lawful guests and invitees, and to no other persons.

Section 9. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right to entry and inspection upon the Common Areas for the purpose of fully and faithfully discharging the duties of the Association; provided, however, that this right of entry shall be exercised only after approval by two thirds (2/3) vote of the Board of Directors.

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 interest in any lot or in any unit shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member of the Association. Membership in the Association shall be automatic and appurtenant to, and may not be separated from, the ownership of any lot or unit.

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

Class A. Class A members shall be those owners, as defined in Section 1, of units, with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each unit in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any unit, all such persons shall be Class A members and the vote for such unit shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such unit.

Class B. The Class B members shall be the Declarants. The Class B member shall be entitled to three (3) votes for every lot and unit owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to a Class A membership, upon the earliest of the following events:

- (a) When the total aggregate votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or,
- (b) On January 1, 1999.

Section 3. The rights, privileges and responsibilities of each Class of members shall be identical except as set forth herein.

ARTICLE IV.

COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS

Section 1. The Declarant, for each unit owned by it within the properties, hereby covenants, and each owner of any unit, by acceptance of a deed therefore, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association as hereinafter provided:

(a) Annual assessments or charges, which shall include assessments for the maintenance and operation of the Common Areas, as provided in Sections 3 and 4 of Article II and which shall include such reasonable reserves as the Association may deem necessary. These annual assessments may be collected in monthly, quarterly or yearly payments; and,

(b) Special assessments for capital improvements. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established and collected from time to time as hereafter provided; and,

(c) Other assessments as hereinafter provided for.

The annual, special and other assessments, together with interest thereon and costs of collection of same, including reasonable attorneys fees, shall 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 thereon and costs of collection of same, including 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. The personal obligation for delinquent assessment shall not pass to the owner's successors in title unless expressly assumed by them. All assessments, whether annual, special or other imposed by the Association, shall be against all units subject to its jurisdiction, fixed at a uniform rate per unit, and may be collected on a monthly, quarterly or yearly basis.

Section 2. The assessments levied by the Association shall be used exclusively for the general purpose of promoting the recreation, health, safety and welfare of the members of the Association, their families residing with them, their tenants and guests and, in particular, for the preservation, operation and maintenance of the properties and the services and facilities, if any, devoted to the purpose and related to the use and enjoyment of the Common Areas, not limited to the capital improvements, repair, replacement and addition thereto and for the cost of labor, equipment, materials, management and supervision thereof; or for any other purpose consistent with the authority of the Association as set forth herein.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 2 hereof, the 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 any capital improvement that, in the judgement of the Board of Directors of the Association, benefits all lots and units, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of three fourths (3/4) of the votes of each class of the members who are voting, in person or by proxy, at a meeting duly called for this purpose in accordance with the provisions of the By-Laws of the Association.

Section 4. Annual Assessments; Due Dates. Annual assessments and due dates shall be as provided for in the Articles of Incorporation and the By-Laws of the Association, and as hereinafter provided for.

Section 5. Amount of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first unit to an owner, the maximum annual assessment shall be \$ 120.00 per unit.

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

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

(c) The assessment for each unit shall be equal to the assessment for each other unit. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

Section 6. Effect of Nonpayment of Assessments; The Personal obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 4 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorney's fees, as herein provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the owner of the property when the assessment was made, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum; provided, however, in no event shall this interest rate exceed the maximum allowable by law, and the Association may bring an action at law against the owner personally obligated to pay same or may record a claim of lien against the property or may foreclose the lien against the property, or pursue one or more of such remedies at the same time or successively and there shall be added to the amount of such assessment and recoverable by the Association the costs of collection of same, including but not limited to reasonable attorney's fees and costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorney's fees. Attorney's fees, as provided for herein, shall include attorney's fees incurred in any appeal of such action, to be fixed by the Court, together with the costs of the action.

It shall be the legal duty and responsibility of the Association to enforce the timely payment of the Assessments.

In addition to the rights of collection of assessments stated in this Section 6; any and all persons acquiring title to, or an interest in, any unit as to which the assessment is delinquent, including without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the occupancy of such unit or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 7 of this Article.

Section 7. Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall be subordinated to any tax lien and to the lien of any first mortgage encumbering any unit. However, the sale or transfer of any unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall not 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 unit from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment that cannot be collected as a lien against a unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all units subject to the jurisdiction of the Association, including the unit as to which the foregoing, or conveyance in lieu of foreclosure, took place.

Section 8. Effect on Declarant. Notwithstanding any provision to the contrary contained herein, Declarant shall be liable for assessments against units owned by the Developer; provided, however, that units owned by the Declarant but which are not and have not previously been occupied shall not have assessments levied upon them so long as the viability of the Association will not be jeopardized.

Section 9. Trust Funds. The portion of all regular assessments collected by the Association, for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the owners of all units, as their interests may appear, until disbursed as contemplated herein.

Section 10. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 7 hereof, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of members, or of proxies therefor, entitled to cast a majority of all votes of each class of 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than seventy five (75) days following the preceding meeting.

Section 11. Reserves; Working Capital Fund. The Association may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements, if any, to the Common Areas, and any other areas within the properties, for which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

ARTICLE V.

RESTRICTIONS AND RESERVATIONS

The undersigned, Hunter's Lake Joint Venture and Fox Run Development Corporation at Hunter's Lake, being the owners in fee simple of all the lots in Hunter's Lake, located in Section 9, Township 25 South, Range 17 East, Pasco County, Florida, for the purpose of providing for an orderly plan of development, does hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, further imposing certain obligations on the persons acquiring title to the said lots, and further hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in said subdivisions.

This Declaration of Restrictions and Reservations is designed for the purpose of keeping said subdivisions desirable, uniform and suitable in architectural design and use, as herein specified, and to heighten the enjoyment of ownership thereof, to protect the value of the property by preventing the construction of unsightly structures, the prevention of offensive or obnoxious uses, and to further the orderly development and growth of Hunter's Lake.

Section 1. The minimum size residential unit shall be One Thousand, Two Hundred (1,200) square feet, exclusive of garages, porches and breezeways. No carports shall be allowed and all units shall have an enclosed garage.

Section 2. The setback for all structures or improvements of any kind shall be in accordance with County specifications.

Section 3. Property herein described shall be restricted to residential uses.

Section 4. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District as part of the stormwater management system for development of the subdivision pursuant to Chapter 40D-4, F.A.C.

Section 5. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetland areas and conservation easements described in the recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4.

Section 6. No signs in excess of eight (8) square feet shall be permitted.

Section 7. No animals other than dogs, cats or other household pets shall be permitted. No fences placed on the premises shall exceed four (4) feet in height except that the wall to be located in the Common Areas between Lots 1, 115 and 116 and Moon Lake Road may exceed four (4) feet in height, and except, fences enclosing swimming pool areas may exceed four (4) feet as provided for in Pasco County Regulations. No fences shall extend into lakes or ponds.

Section 8. No junk or salvage material shall be collected or placed on the premises hereinabove described and the premises herein described shall not be utilized for an animal pound, kennel or breeding facility.

Section 9. No residence building shall be moved onto any part of the above described property. No residence shall be constructed on any lot of materials other than masonry, accepted metals, or good wood. Under no circumstances shall outside walls be finished with tar paper or other material of asphalt composition. Roofs shall be constructed of a high quality material.

Section 10. As used in these covenants, the words "successors" and "assigns" shall not be deemed to refer to an individual purchase of a lot or lots in this subdivision from the subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interest of the subdivider who are designated as such by an instrument in writing signed by the subdivider and recorded in the Public Records of Pasco County, Florida, and specifically referring to this provision of these covenants.

Section 11. No activity, building or construction shall be conducted on any lot within Hunter's Lake which is not in compliance with all local, county and state building codes and zoning regulations and requirements.

Section 12. No trash, garbage or other waste materials shall be kept in anything other than closed, sanitary containers on the property. No junk or salvage materials shall be placed on, kept or maintained on any lot. No vehicles of any description whatsoever shall be kept or maintained on the property if such vehicles are in an inoperable condition unless totally enclosed within a structure on the property.

Section 13. No oil drilling, mining or refining operations shall be conducted on the premises, nor shall quarrying or mining operations of any kind be permitted upon any lot.

Section 14. The tracts in these subdivisions shall be kept mowed, free of dead bushes and trees and other unsightly debris, and shall be kept in a generally neat and attractive condition at all times.

Section 15. The property shall be designated as "Wildlife Sanctuary" and the shooting, snaring, trapping, or taking of wildlife other than fish, by any means whatsoever shall be strictly prohibited. Nothing contained herein shall prohibit the removal of any wild creature considered to be dangerous to the residents or domestic animals of this subdivision.

Section 16. No motorized boats shall be operated on Hunter's Lake with the exception that electric outboard motors shall be allowed.

Section 17. At the time of completion of construction of a residential structure on a lot, said lot shall be required to be fully sodded and a minimum of \$300.00 of landscaping shall be maintained.

ARTICLE VI.

RULES AND REGULATIONS

Section 1. Compliance by Owners. Every owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an owner to comply with such restrictions, covenants and rules and regulations shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, or any combination thereof, and such legal action shall also include costs and attorney's fees incurred in bringing such action, and if necessary costs and attorney's fees for appellate review. Additionally, the Association shall have the right to suspend voting rights and use of the Common Areas.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the owner of any land subject to this declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This and any Supplemental Declarations may be amended as provided in Section 5 of this Article VII.

Section 2. Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration or any Supplemental 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 a member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Declarant, the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarant, the Association or any owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants or restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorney's fees and appellate costs and attorney's fees if necessary.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, or any Supplemental Declaration, the covenants, restrictions, easements, charges and liens of this Declaration or any Supplemental Declaration may be amended, changed, added to, derogated from or deleted at any time during the first twenty (20) year period by Supplemental Declaration or by an instrument signed by not less than ninety percent (90%) of the owners; provided, however, that no amendment which adversely affects the rights of the Declarant shall be valid without the written consent of the Declarant to such amendment. The annexation of additional properties, the dedication of any common areas and any amendment to this Declaration of covenants conditions and restrictions shall require HUD/VA prior approval as long as there is a Class B membership in existence. Any amendment must be recorded in the Public Records of Pasco County, Florida.

Section 6. Additional Common Areas. Additional Common Areas may be annexed to the properties with the consent of two thirds (2/3) of each class of members, by Supplemental Declaration. The Association by two thirds (2/3) vote shall have the authority, solely or in concert with non-members, to accept maintenance, repair and reconstruction responsibilities for improvements in Hunter's Lake but which are not necessarily Common Areas as defined herein.

Section 7. Notice to Lenders. Upon written request to the Association identifying the name and address of the mortgage holder, insurer or guarantor, and the unit number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days.

Section 8. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and By-Laws of the Association, any rules and regulations concerning the properties and the books, records and financial statements, for the immediately preceding fiscal year of the Association.

Section 9. Effective Date. This Declaration shall become effective upon its recordation in the Pasco County Public Records.

Section 10. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or By-Laws of the Association, the Articles of Incorporation shall govern.

Section 11. Additional Land. The Declarant reserves the right to plat additional land adjacent to the property which is the subject of this Declaration and such additional land shall be included and be subject to the terms, covenants, and conditions of this Declaration. The unit owners shall be members of the Homeowners Association of Hunter's Lake and shall enjoy all the rights and privileges thereto.

Section 12. Time Limit to Build and Enforcement. Construction of a residential dwelling on each lot must commence within two (2) years from the date that the lot is purchased in Hunter's Lake. In the event that construction does not commence on the lot within two (2) years from the date of purchase, the HOMEOWNERS ASSOCIATION of Hunter's Lake shall be empowered to assess the owner(s) of said lot a penalty of not less than ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) for each twelve (12) month period or fraction thereof that construction has not commenced on said lot. The foregoing assessment, if imposed, shall be a lien on the property and shall carry the same lien encumbrance as any other lien under Florida Statutes.

Section 13. Conveyance of Common Areas. The common areas shall not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Class A members

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be executed by due authority, this 22nd day of January 1991.

Signed in Presence of:

[Signature]
Frances M. Cancelli

HUNTER'S LAKE JOINT VENTURE

[Signature]
By: Mark E. Swartzel, President
HUNTER'S LAKE DEVELOPMENT CORPORATION
MANAGING PARTNER

Signed in Presence of:

[Signature]
Frances M. Cancelli

FOX RUN DEVELOPMENT CORPORATION
AT HUNTER'S LAKE

[Signature]
By: Joseph Dedea, President
[Signature]
Linda J. Dedea, Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly qualified to take acknowledgements, Mark E. Swartzel, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 22nd day of January 1991.

[Signature]
Notary Public

My Commission Expires: _____
Notary Public, State of Florida at Large
My Commission Expires July 20, 1991

STATE OF FLORIDA
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, officers duly qualified to take acknowledgements, Joseph Dedea and Linda Joy Dedea, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 22nd day of January 1991.

[Signature]
Notary Public

My Commission Expires: _____
Notary Public, State of Florida at Large

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in a portion of Section 4 and a portion of Section 9, Township 25 South, Range 17 East, Pasco County, Florida, and being further described as follows:

Commence at the Southwest corner of said Section 4; thence North 89°10'28" West, 3391.49 feet along the south boundary line of said section 4 to the point of beginning thence run North 00°40'09" East, 1667.99 Feet; thence North 28°11'29" East, 11.57 Feet thence North 40°40'50" East, 70.00 Feet; thence South 06°10'59" East, 60.00 Feet; thence South 03°52'33" West, 58.30 Feet; thence South 43°32'47" East, 60.42 Feet; Thence North 72°39'43" East, 210.89 Feet; Thence South 46°58'37" East, 142.48 Feet; Thence South 12°29'37" East, 172.52 Feet; Thence South 54°19'07" East, 157.40 Feet; Thence North 77°02'13" East, 97.85 Feet; Thence North 45°15'03" East, 134.54 Feet; Thence North 26°12'03" East, 74.04 Feet; Thence North 45°00'33" East, 142.45 Feet; thence South 83°42'37" East, 77.16 Feet; Thence North 40°02'43" East, 61.39 Feet; Thence South 69°16'38" East, 52.00 Feet, Thence South 16°22'57" East, 271.85 Feet; Thence South 41°50'27" East, 138.30 Feet; Thence South 85°07'47" East, 133.65 Feet, Thence North 67°16'13" East, 132.09 Feet; Thence South 42°37'07" East, 553.90 Feet; Thence South 42°49'33" West 1250.00 Feet; Thence South 01°50'36" East, 521.78 Feet to the Northwesterly right-of-way line of State Road No. 587 (Moon Lake Road) as now established: Thence South 54°12'38" West, 329.57 Feet along said Northwesterly Right-of-way Line; Thence continue along said Northwesterly Right-of-way Line 207.79 Feet along the Arc of a 1472.40 Foot radius curve concave to the Southeast, Subtended by a Chord distance of 207.62 feet which bears South 50°28'57" West; Thence North 89°10'08" West, 614.88 Feet; Thence North 00°06'32" East, 907.10 Feet to the point of beginning. Containing 70.4964 Acres More or Less,

And Also a portion of Section 4, Township 25 South, Range 17 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner Of said Section 4; Thence run along the South boundary of said Section 4, North 89°10'28" West, A distance of 3441.49 Feet; Thence along the West boundary of the East 3441.49' of Section 4, North 00°41'54" East, 837.55 Feet to the point of beginning; Thence run North 89°10'28" West, 522.00 Feet; Thence South 00°49'34" West, 135.34 Feet; Thence along the North boundary line of the South 702.21 Feet of said Section 4, North 89°10'28" West, 139.88 Feet; Thence N 00°41'54" East, 858.92 Feet; Thence South 89°18'06" East, 712.18 Feet; Thence South 00°41'54" West 725.16 Feet; Thence North 89°10'28" West, 50.00 Feet to the point of beginning, containing 12.278 Acres more or less.

The above described property is to be platted as Hunter's Lake Units 1,2, and 3.

RECORD VERIFIED

JED PITTMAN

Clerk Circuit Court, Pasco County

FEB 7 2 40 PM '91

7-47:264

AMENDMENT TO HUNTERS LAKE

DEED RESTRICTIONS

Section 7. No animals other than dogs, cats or other household pets shall be permitted. Fences shall be allowed in rear yards only. No fences shall be placed in any side or front yards. Side or front yards shall be defined as that part of the lot extending forward from the rear portion of the house situated on the lot. Fences placed in the rear yards of corner lots shall maintain a twenty (20) foot set-back from any lot line abutting any street. No fences shall be higher than six (6) feet in height. Chain link style fences, while acceptable, shall not contain any barbed wire or other appendages on the top of the fence. Wood fences shall be constructed from pressure-treated wood and shall be constructed so that any surface facing which can be seen from outside the fenced-in area shall be a "finished" side. Fences shall be kept repaired and in a maintained fashion so as to not detract from the overall appearance of the neighborhood. The Homeowners Association of Hunters Lake, Inc. shall be empowered to notice any homeowner who does not keep a fence on their lot in good repair and condition and require corrective action within a thirty (30) day period. If corrective action is not taken in said time period, the Association shall have the power to repair or maintain any such fence and require reimbursement from the lot owner together with a reasonable fee for administration of repair or maintenance. If a lot owner fails to reimburse the Association for said actions, a lien will be placed on the lot in accordance with the by-laws of the Association.

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS OF HUNTER'S LAKE**

WITNESSETH:

WHEREAS, HUNTER'S LAKE has previously had certain covenants, conditions, restrictions and reservations filed of record in O.R. Book 1983, Page 1670 through 1681; and

WHEREAS, the Homeowner's Association of Hunter's Lake, Inc., pursuant to the provisions of the previously recorded restrictions desires to amend said restrictions; and

WHEREAS, the Homeowner's Association of Hunter's Lake, Inc. has held its annual meeting on April 12, 1995 and voted in accordance with the restrictions to amend said restrictions;

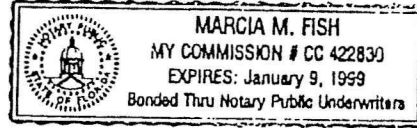
NOW, THEREFORE, the undersigned declares that all of the properties within Hunter's Lake subdivision are hereinafter subject to the following restrictions:

1. Article V, Section 7 is deleted in its entirety and the following restriction is substituted therefore, to the extent that Section 7 shall read as follows:

"Section 7. No animals other than dogs, cats or other household pets shall be permitted. Fences shall be allowed in rear yards only. No fences shall be placed in any side or front yards. Side or front yards shall be defined as that part of the lot extending forward from the rear portion of the house situated on the lot. Fences placed in the rear yards of corner lots shall maintain a twenty (20) foot set-back from any lot line abutting any street. No fences shall be higher than six (6) feet in height. Chain link style fences, while acceptable, shall not contain any barbed wire or other appendages on the top of the fence. Wood fences shall be constructed from pressure-treated wood and shall be constructed so that any surface facing which can be seen from outside the fenced-in area shall be a "finished" side. Fences shall be kept repaired and in a maintained fashion so as to not detract from the overall appearance of the neighborhood. The Homeowners Association of Hunter's Lake, Inc. shall be empowered to notice any homeowner who does not keep a fence on their lot in good repair and condition and require corrective action within a thirty (30) day period. If corrective action is not taken in said time period, the Association shall have the power to repair or maintain any such fence and require reimbursement from the lot owner together with a reasonable fee for administration of repair or maintenance. If a lot owner

WITNESS my hand and official seal in the County and State aforesaid this 5th
day of December, 1995.

Marcia M. Fish
Notary Public
Print Name: Marcia M. Fish

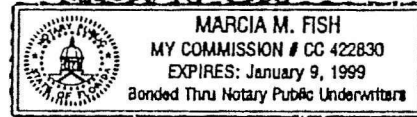


STATE OF FLORIDA
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly qualified to take acknowledgments, Joseph Dedea and Linda J. Dedea, who ^{are} personally known to me or who produced ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 5th
day of December, 1995.

Marcia M. Fish
Notary Public
Print Name: Marcia M. Fish

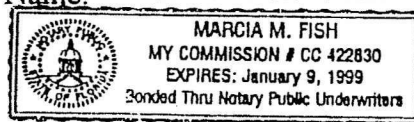


STATE OF FLORIDA
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly qualified to take acknowledgments, Mark E. Swartzel, who is personally known to me or who produced ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 5th
day of December, 1995.

Marcia M. Fish
Notary Public
Print Name: Marcia M. Fish



fails to reimburse the Association for said actions, a lien will be placed on the lot in accordance with the by-laws of the Association.

2. All previously recorded covenants, conditions, restrictions and reservations filed of record are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed

this 5th day of December, 1995.

Signed in Presence of:

HUNTER'S LAKE JOINT VENTURE

Marcia M. Fish
Print Name: Marcia M. Fish

[Signature]
By: Mark E. Swartzel, President

Linda Pulliam
Print Name: Linda Pulliam

FOX RUN DEVELOPMENT CORPORATION
AT HUNTER'S LAKE

Marcia M. Fish
Print Name: Marcia M. Fish

[Signature]
By: Joseph Dedeo, President

Linda Pulliam
Print Name: Linda Pulliam

[Signature]
By: Linda J. Dedeo, Secretary/Treasurer

HOMEOWNER'S ASSOCIATION OF
HUNTER'S LAKE, INC.

Marcia M. Fish
Print Name: Marcia M. Fish

[Signature]
By: Mark E. Swartzel, President

Linda Pulliam
Print Name: Linda Pulliam

STATE OF FLORIDA
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly qualified to take acknowledgments, Mark E. Swartzel _____, who is personally known to me ~~or~~ who produced _____ as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

PREPARED BY AND RETURN TO:
CIANFRONE, NIKOLOFF, GRANT, GREENBERG & SINCLAIR, P.A.
1964 Bayshore Blvd., Suite A
Dunedin, FL 34698

2017031625

Rcpt: 1843470 Rec: 18.50
DS: 0.00 IT: 0.00
03/07/2017 C. F., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
03/07/2017 09:51am 1 of 2
OR BK 9505 PG 3270

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HUNTER'S LAKE**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 24, 2017 and reconvened on February 28, 2017, by the affirmative vote of not less than two-thirds (2/3) of the total voting interests of the Association, the Declaration of Covenants and Restrictions of Hunter's Lake, as originally recorded in O.R. Book 1983, Page 1670, et seq., in the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

The Declaration for Covenants and Restrictions of Hunter's Lake, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration Covenants and Restrictions Hunter's Lake."

IN WITNESS WHEREOF, HOMEOWNERS ASSOCIATION OF HUNTER'S LAKE, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 1st day of March, 2017.

HOMEOWNERS, ASSOCIATION OF HUNTER'S LAKE, INC.

By: Paul Togneri
Paul Togneri, President

(Corporate Seal)

ATTEST:
Ro Anderson
Ro Anderson, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

On this 1st day of March, 2017, personally appeared before me Paul Togneri, as President, and Ro Anderson, as Secretary, of Homeowners Association of Hunter's Lake, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



MALISA PATSCHURECK
MY COMMISSION # FF 199108
EXPIRES: April 4, 2019
Bonded Thru Budget Notary Services

Malisa Patschureck
NOTARY PUBLIC
State of Florida
My Commission Expires:

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HUNTER'S LAKE

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. ARTICLE VII, GENERAL PROVISIONS, Section 5, Amendment, shall be amended to read as follows:

Section 5. Amendment. ~~In addition to any other manner herein provided for the amendment of this Declaration, or any Supplemental Declaration, the covenants, restrictions, easements, charges and liens of this Declaration or any Supplemental~~ The Declaration may be amended by the affirmative vote of not less than fifty-one percent (51%) of the entire membership of the Association, in person or by proxy, at a duly noticed meeting, ~~changed, added to, derogated from or deleted at any time during the first twenty (20) year period by Supplemental Declaration or by an instrument signed by not less than ninety percent (90%) of the owners; provided, however, that no amendment which adversely affects the r_ghts of the Declarant shall be valid without the written consent of the Declarant such amendment. The annexation of additional properties, the dedication of any common areas and any amendment to this Declaration of covenants conditions and restrictions shall require HUD/VA prior approval as long as there is a Class B membership in existence. Any amendment must be recorded in the Public Records of Pasco County, Florida.~~

**CIANFRONE, NIKOLOFF,
GRANT & GREENBERG, P.A.**
ATTORNEYS AT LAW

1964 Bayshore Blvd., Suite A
Dunedin, Florida 34698
(727) 738-1100
Fax (727) 733-0042
www.attorneyjoe.com
law@attorneyjoe.com
Dan@attorneyjoe.com

Joseph R. Cianfrone, Esq.
Stephan C. Nikoloff, Esq.*
Tiffany A. Grant, Esq.
Daniel J. Greenberg, Esq.

also admitted in PA

Jennifer M. Sinclair, Esq.
Of Counsel

March 23, 2017

VIA REGULAR MAIL

Board of Directors
Homeowners Association of Hunter's Lake, Inc.
c/o Gregory Nocek
12045 Hunters Lake Drive
New Port Richey, FL 34654

Re: Recorded Certificate of Amendment to Declaration

Dear Board Members:

Enclosed please find the Certificate of Amendment to Declaration recorded in the Public Records of Pasco County.

Please distribute a copy of the recorded document to the owners within Hunter's Lake and place the original in the Association's official records.

If you have any questions, please do not hesitate to call.

Sincerely,

Calleen Huth

Daniel J. Greenberg, Esq.

FOR

TO AVOID DELAY

DJG:cmg
Enclosures