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**DECLARATION OF CONDITIONS, COVENANTS  
RESTRICTIONS AND EASEMENTS  
REGARDING HUNTERS RUN**

THIS DECLARATION made this 13<sup>th</sup> day of JUNE, 1984 by ROBERT E. BERRY d/b/a BERRY DEVELOPMENT (hereinafter called the "Developer").

**W I T N E S S E T H :**

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WHEREAS, the Developer is the sole owner of certain real property described in EXHIBIT "A" attached hereto.

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

JAMES F. TAYLOR, JR.  
CLERK CIRCUIT COURT  
RECORDING DEPT.  
HILLSBOROUGH CO.  
TAMPA, FL 33601

**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to HUNTERS RUN HOMEOWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 617 of the Florida Statutes, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any lot which is part of the Properties, including contract sellers, but excluding any party holding the fee simple title thereto merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT "A" appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in EXHIBIT "B" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of

This Instrument Prepared By  
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3224 BAY TO BAY BLVD.  
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land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Developer" shall mean and refer to Robert E. Berry, his heirs, personal representatives, successors and assigns (hereafter "Successors"), if such Successors should acquire more than one (1) undeveloped lot from the Developer for the purpose of development.

Section 7. "Mortgage" shall mean any mortgage by which a lot or any part thereof is encumbered.

Section 8. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such mortgage.

Section 9. "FHA" shall mean The Federal Housing Administration.

Section 10. "VA" shall mean The Veterans Administration.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to 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.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of use of the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Owners' Right to Ingress and Egress Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Lot, and shall have the right to lateral support for his Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 4. Easements of Encroachment. There shall be

reciprocal appurtenant easements of encroachment as between Lot and such portion or portions of the Common Area adjacent thereto and/or as between adjacent Lots due to the unwillful placement or settling or shifting of the improvements constructions, reconstructed or altered thereon (in accordance with the terms of the restriction) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent portion of the Common Area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant or the Association. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls.

Section 5. Cable TV Connections. There shall be an easement in favor of each Lot for the purpose of providing connection of that Lot with the connection box for cable TV, as hereinafter provided. Each Lot shall be subject to easements in favor of all the other Lots providing for the passage through the roof structure of television connections from all of said Lots for cable TV. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not materially interfere with the use, occupancy or enjoyment of all or any part of the Lot servient to them or to which they are appurtenant.

Section 6. Use of Units. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute,

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rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

Section 9. Sign. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and a sign of not more than five (5) square feet in size advertising the property for sale or rent.

Section 10. Prohibition Against Certain Vehicles. No Owner of a Lot shall park, store or keep any vehicle except wholly within the driveway or garage situated on his Lot, and no owner shall park, store or keep any truck, or boat and trailer, or any vehicle other than a private passenger vehicle upon the driveway situated on his Lot or in the Common Area. In no event shall any truck larger than a one-half (1/2) ton pickup be parked, stored or kept in a driveway. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer or other vehicle upon any portion of any Lot or upon the Common Area, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 11. Prohibition Against Certain Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except that dogs, cats, and other household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. Trash Storage. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view. No rubbish, trash, garbage, or other waste material may be placed for collection more than twelve (12) hours prior to any scheduled collection, and then only in a sanitary

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covered container, unless another form of container is required by law.

Section 13. Prohibition Against Fence, Hedge and Wall. No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot, except as Developer may vary or exceed said height or location of any fence in accordance with its architectural plans.

Section 14. Prohibition Against Masts, Towers, Poles and Antennas. No masts, tower or pole or outside television or radio antenna or aerial or radio pole shall be erected, constructed or maintained on any Lot located in such a manner as to be visible from the outside of such Lot.

Section 15. Hours of Operation of Lawn Mower. No Owner of a Lot shall operate any gasoline engine powered lawn mower, edger, or similar machine before the hour of 10:00 A.M. or after the hour of 8:00 P.M.

Section 16. Developer's Rights. Nothing in this Declaration shall be understood or construed to:

(a) Prevent Developer, his transferees, or his or their contractors, or subcontractors, from doing on said Property, or any part thereof owned or controlled by Developer, whatever he determines to be reasonably necessary or advisable in connection with the completion of the development; or

(b) Prevent Developer, his transferees, or his or their representatives, from erecting, constructing and maintaining on any part or parts of said Property owned or controlled by Developer, or his transferees, or his or their contractors, or subcontractors, such structures as may be reasonably necessary for the conduct of his business of completing the development and establishing said Property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(c) Prevent Developer, or his transferees, or his or their contractors, or subcontractors, from conducting on any part or parts of said Property owned or controlled by Developer or his transferees, his or their business of completing the development and of establishing said Property as a residential community and of disposing of said Property in parcels by sale, lease or otherwise; or

(d) Prevent Developer, or his transferees, or his or their contractors, or subcontractors, from maintaining such sign or signs on any of said Lots owned or controlled by any

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of them as may be necessary in connection with the sale, lease, or otherwise of the Properties.

As used in this Section and its subparagraphs, the word "his transferees" specifically do not include purchasers of Lots improved with completed residences.

Section 17. Rules and Regulations No Owner shall violate the rules and regulations for the use of the Lots and the Common Area as adopted from time to time by the Association.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based, and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Lot.

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

(a) Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either

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of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) on June 1, 1987.

**Section 3. Amplification.** The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration document and the Articles of Incorporation or the By-Laws, this Declaration document shall control.

#### ARTICLE IV

##### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

**Section 1. The Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

**Section 2. Exterior Maintenance.** In addition to maintenance on the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, yard lights, exterior building surfaces, walks, driveways and other exterior improvements. Such exterior maintenance shall not include glass surfaces, doors and screens. The Association shall also mow, trim, prune and otherwise maintain all trees, shrubs and grass, but shall not mow any grass or care for any shrubs growing in the courtyard of each Lot. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. In the event glass surfaces, doors, screens or any other exterior portion of the structure on each Lot for which the Owner has maintenance responsibility should be damaged, fall into disrepair, or become otherwise deteriorated, the Association may, after fifteen (15) days notice to the Owner, make all necessary repairs, and the cost of such repairs shall be added to and become a part of

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the assessment to which such Lot is subject.

**Section 3. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to each Lot.

**Section 4. Personal Property for Common Use.** The Association may acquire and hold tangible and intangible personal property, and may dispose of the same by sale or otherwise.

**Section 5. Rules and Regulations.** The Association may make reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

**Section 6. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**Section 7. Restriction on Capital Improvements.** During a period of five (5) years from the date of this Declaration, the Association may not authorize capital improvements to the Common Area, except for replacement or repair of those items supplied by Developer and except for personal property related to the maintenance of the Common Area; provided, however, that such capital improvements may be made with the approval of two-thirds (2/3) of the Owners.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so



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expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which may consist of a general assessment and a maintenance assessment as hereinafter defined; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, 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 assessments shall not pass to an Owner's successor in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Area, and of the exteriors of the buildings situated upon the Properties (as hereinabove provided), and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the Property, services, and facilities related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance for the Common Area and repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association, except exterior maintenance upon each Lot which is subject to assessment hereunder. To further effectuate the foregoing purposes, the Association shall levy an annual assessment for the purpose of providing exterior maintenance upon each Lot which is subject to assessment hereunder, as such exterior maintenance is defined in Article IV, Section 2, hereof. The annual general assessment and annual maintenance assessment together shall comprise the "annual assessment" as such term is hereinafter used. The annual general assessment shall be uniform throughout the Properties.

**Section 3. Maximum Annual Assessment.** Until January 1st of the year immediately following the conveyance of the first Lot by Developer to an Owner, the annual assessment shall be \$62.00 per Lot.

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(a) From and after January 1st of the year immediately following the conveyance of the first Lot by Developer to an Owner, the annual assessment may be increased each year not more than three percent (3%) above the assessment for the previous year without vote of the membership.

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

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the amounts set forth herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose and during the first five (5) years, subject to the further provisions of Article IV, Section 7.

Section 5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 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 meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes 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 sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both the annual assessment and all special assessments shall be fixed at a uniform rate for all Lots, and may be collected on a monthly basis. The foregoing requirement of uniformity shall not

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prevent assessments against specific Lots pursuant to any provision of this Declaration.

**Section 7. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots on the first day of the months following the conveyance of the Common Area by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Lien for Assessments.** All sums assessed to any Lot pursuant to this Article together with interest as provided herein shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded in the Public Records of Hillsborough County, Florida, including all unpaid advances to be made pursuant to such Mortgage, and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.

(c) Construction liens filed prior to the making of each assessment.

All other lienors acquiring liens on any Lot after this Declaration, which liens shall have been recorded in said records, shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such a notice shall be signed by the Association, and may be recorded in the Public Records of Hillsborough County, Florida. No notice of

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lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees, including reasonable attorney's fees incurred for preparing and filing notices of lien. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale, and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the Public Records of Hillsborough County, Florida upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien, and the cost of recording the release of notice of lien.

Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrances shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Lot any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum permissible interest rate for an FHA-insured mortgage. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of his Lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be

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subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Authority. No exterior additions or alterations to any building on the properties, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Properties, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representative, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B members, all actions taken by the Architectural Committee must have the written approval of the Developer.

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## ARTICLE VII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE VIII

### INSURANCE

Section 1. Obligation of Owners. Each Owner shall be obliged to carry fire and extended coverage insurance on his Lot in the amount of the full insurable value (replacement value) of said Lot, and shall submit proof of said insurance to the Association from time to time upon request. No government agency as an Owner shall be required to carry said insurance.

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Section 2. Insurance Provisions. The Board of Directors shall provide public liability insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

Section 3. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction all Owners agree not to rebuild or repair. On reconstruction the design, plan and specifications of any building or Lot may vary from that of the original upon approval of the Association, provided however that the number of square feet of any Lot may not vary by more than five percent (5%) from the number of square feet for such Lot as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction. In the event any Owner fails to rebuild or reconstruct the building which is located on his Lot pursuant to this Section, then and in such event the Association may undertake said reconstruction or rebuilding and levy a special assessment against the Lot to cover the cost thereof.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association. In the event the Association enforces any provision of this Declaration against any owner or any Lot, the Association shall have the right to recover all costs and expenses incurred in connection with such enforcement, including reasonable attorney's fees, and such costs and expenses may be assessed against each such Owner's Lot, as a

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special assessment pursuant to the provisions hereof.

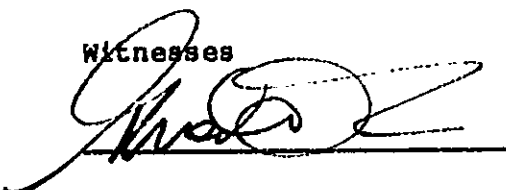
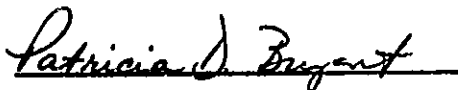
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

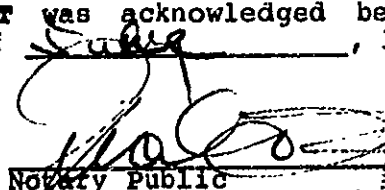
Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if application for FHA or VA mortgage insurance has been made and not withdrawn: Dedication of Common Area, and Amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF the Developer has hereunto set his hand the date and year first above written.

Witnesses

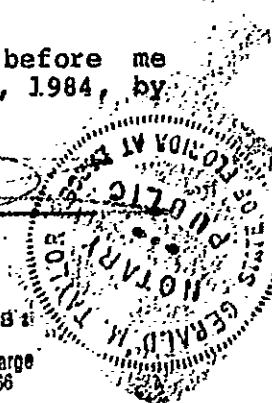
  
ROBERT E. BERRY

THE FOREGOING INSTRUMENT was acknowledged before me this the 15 day of June, 1984, by ROBERT E. BERRY.

  
Notary Public  
State of Florida

My Commission Expires

Notary Public, State of Florida at Large  
My Commission Expires Mar. 7, 1986





THIS IS NOT A

OFF. REC. 4383 1475

CERTIFIED COPY

The undersigned (hereinafter called the "Mortgagee") for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, the receipt of which is hereby acknowledged, hereby subordinates the lien of that certain Mortgage from Robert E. Berry d/b/a Berry Development to the Mortgagee, said Mortgage executed on April 9, 1984, and recorded on April 10, 1984, in O.R. Book 4311, Pages 358, et seq (hereinafter called the "Mortgage"), to the foregoing DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING HUNTERS RUN (hereinafter called the "Declaration") which Declaration shall be prior and superior to the lien of the Mortgage as if said Mortgage had been executed and recorded after the date of the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused this Declaration to be executed this 13<sup>th</sup> day of June, 1984.

Signed, sealed and delivered in the presence of:

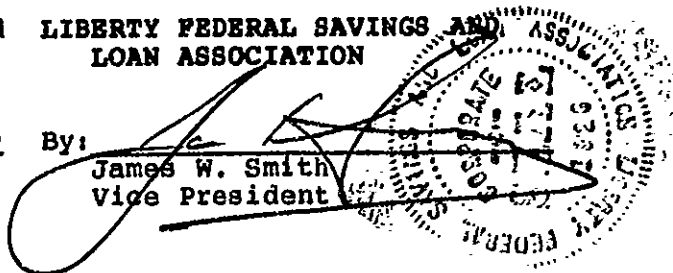
LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION

Bonnie B. Lawrence

By:

James W. Smith  
Vice President

Leo S. Humber



# THIS IS NOT A CERTIFIED COPY

OFF. REC. 4383 1476

The foregoing instrument was acknowledged before me,  
this 13th day of June, 1984 by JAMES  
W. SMITH, as Vice President of Liberty Federal Savings and  
Loan Association.



Carolyn M. Deaith  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT, 17 1984  
BONDED THRU GENERAL INS, UNDERWRITERS

THIS IS NOT A

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OFF. REC. 4383 & 1477

Tracts 1 and 2, ROUTH'S EGYPT LAKE HOMESITES, according to map or plat thereof as recorded in Plat Book 26, Page 54, Public Records of Hillsborough County, Florida, being more particularly described as follows: Begin at the Southwest corner of Tract 2 of said ROUTH'S EGYPT LAKE HOMESITES; run thence North 00 degrees 13 minutes 50 seconds West, 306.16 feet along the Westerly boundaries of said Tract 1 and 2 to the Northwest corner of said Tract 1; thence South 89 degrees 59 minutes 59 seconds East, 612.51 feet along the North boundary of said Tract 1 to the Northeast corner of said Tract 1; thence South 00 degrees 09 minutes 40 seconds East, 306.12 feet along the Easterly boundaries of said Tracts 1 and 2 to the Southeast corner of said Tract 2; thence South 89 degrees 59 minutes 48 seconds West, 612.14 feet along the South boundary of said Tract 2 to the Point of Beginning; all lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 28 South, Range 18 East, Hillsborough County, Florida.

*Exhibit A*