

DECLARATION OF RESTRICTIONS

FOR SINGLE-FAMILY HOMES AND CONDOMINIUMS IN THE HUNT CLUB

WHEREAS, HUNT CLUB CORPORATION, a corporation under the laws of the State of Florida, herein called the Developer, being the owner of the following described property in Sarasota County, Florida:

Lots 1 through 9, inclusive of the HUNT CLUB as per plat thereof recorded in Plat Book 27 Pages 6 and 6A of the Public Records of Sarasota County, Florida, hereinafter referred to as "The Hunt Club".

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WHEREAS, the lots in The Hunt Club are to be improved and developed by Developer as single family housing and one six (6) unit condominium on Lot 9; the tracts are to be improved with landscaping; individual lots and condominium units will be conveyed on a fee simple basis, but, because of the characteristics of condominium housing and single family housing, the close proximity of living units, and the need for a method to maintain and care for the improvements on the tracts, the Developer desires to impose upon The Hunt Club these restrictions under a general plan of improvement for the benefit of The Hunt Club and all of the land in The Meadows;

WHEREAS, ingress and egress to all lots and units in The Hunt Club are by easement reserved in the plat of The Hunt Club recorded at Plat Book 27, Pages 6 and 6A and is described as:

A part of Parcel "K" The Meadows, Unit 2 as recorded in Plat Book 24, Pages 23-236, Public Records of Sarasota County, Florida, being more particularly described as follows: Commence at the Northeasterly corner of said Parcel "K"; thence S 59° 13'59" along the Easterly boundary line of said Parcel "K", being also the Westerly R.O.W. line of Longmeadow, 146.07' to the point of curvature of a curve to the left; thence along the arc of said curve, having a radius of 676.02' and central angle of 24°00'03", a distance of 283.18' for a point of beginning; thence West, 168.80'; thence North, 35.32'; thence West, 70.00'; thence S 44°16'29"W, 55.87'; thence South, 78.00'; thence East, 227.86' to the aforementioned Westerly R.O.W. line of Longmeadow, said R.O.W. being a curve concave to the West; thence Northerly, along the arc of said curve, having a radius of 676.02' and a central angle of 8°11'38", a distance of 96.68' to the point of beginning.

WHEREAS, the plat of The Hunt Club reserves certain easements for drainage and bridge paths, the plat further reserves lot line easements, as follows:

In addition to the specific easements shown on this plat, there are hereby created easements of 5' in width along all the side lot lines and 8' in width along all rear lot lines for the purpose of accomodating overhead, surface and underground utilities and drainage. Where an area greater than one lot is used as a building site, the outside boundary of said site shall be subject to the lot line easements. Said lot line easements are purely for the convenience of the developer. All utility services and drainage have been placed in the specifically depicted easements shown on the plat map and none are within the rear and side line easements reserved therein. It is the intent of the developer to allow encroachment upon the said rear and side line easements as is necessary or desirable in the construction of single family houses or condominium units.

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NOW, THEREFORE, Developer hereby declares that all of the property described above is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants; all of which are in furtherance of a plan for The Meadows and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots or units:

1. Definitions.

(a) "Association" shall mean and refer to The Hunt Club Association, Inc., 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 lot or unit which is 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 hereinbefore described in such additions hereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property owned in common by the owners of the lots or units in the subdivision for the common use and enjoyment of the owners. The common area to be owned by the owners at the time of the conveyance of the first lot is described as follows:

Tract "A" Common Area, The Hunt Club,  
as per plat thereof recorded in Plat  
Book 27, pages 6 and 6A, Public Records  
of Sarasota County, Florida.

(e) "Lot" shall mean and refer to any lot or land or parcel shown on any recorded subdivision map of the properties,

(f) "Unit" shall mean and refer to any plot of Lot 9, The Hunt Club.

2. Meadowood Membership. All owners of the above described lots, or portions thereof, shall be required to become a member of The Meadowood Management Co., (hereinafter called Meadowood) as set forth in the Declaration of Maintenance Covenants recorded in Official Records Book 1113, Page 715, and amendment thereto recorded in Official Records Book 1137, Page 1968, in the Public Records of Sarasota County, Florida; and all the terms and provisions thereof shall be binding upon and the benefits inure to each owner of the above described lots.

3. The Hunt Club Membership. All owners of lots or units in The Hunt Club shall be required to become members of The Hunt Club Association, Inc. (hereinafter called The Hunt Club Association), and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots or units. The primary purpose of The Hunt Club Association is to insure to all owners in The Hunt Club that the plantings and grounds and roadway

are properly maintained and cared for, to insure that the restrictions herein contained are properly enforced and generally to protect and preserve the quality of The Hunt Club.

The Hunt Club Association shall have the right and obligation to levy assessments for the purpose of maintenance of any of the plantings, grounds and roadway and for the purpose of carrying out any of its duties and purposes set forth herein, in its Articles of Incorporation, or its By-laws, and to take such action as is hereinafter provided to enforce collection of such assessments.

Each lot or unit in The Hunt Club shall be entitled to one vote at association meetings in conformity with the Articles and By-laws of The Hunt Club Association.

The manner of assessment and thus the sharing of general expenses of The Hunt Club Association shall be apportioned among the lots or units with each lot or unit to share equally in said expenses.

The term "general expense" shall include all general expenses allowable to all of the lots and units in The Hunt Club, and shall also include the costs of maintenance of the landscaping, plantings, trees, lawns, flowers, irrigation system and roadway located on, in, or around the common area and a percentage of the cost of maintenance on easement area.

The foregoing apportionment is a fair and equitable apportionment of the sharing of assessments and expenses of The Hunt Club Association. The budgeting, timing, method of making and collecting such assessments, the lien and enforcement methods, reserve provisions and all other matters relating to same, except the amounts of such assessments as set forth aforesaid, shall be as set forth in Paragraph #22 hereof.

4. Obligations of The Hunt Club Association. Developer will convey each of the above described lots or units (on Lot 9) to individual owners at such time as Developer deems appropriate. Immediately upon conveyance of such lots, The Hunt Club Association shall undertake the following responsibilities and liabilities:

(a) The Hunt Club Association shall properly maintain all of the landscaping, plantings, trees, lawns, flowers, irrigation system, footpaths and pavement located on the commons area. The Hunt Club Association shall maintain and care for same in a first-class manner for the benefit of all property owners in The Hunt Club.

(b) The Hunt Club Association shall maintain and care for all roadways located upon the common area within The Hunt Club. The purpose in The Hunt Club Association maintaining all such pavement is to create a uniform and well cared for appearance of the roadway in The Hunt Club.

(c) The Hunt Club Association shall obtain and maintain public liability insurance insuring itself and the lot and unit owners as members of The Hunt Club Association, as their respective interests may appear, in such amount as the Board of Directors may deem appropriate. The premiums for all such insurance shall be a part of the general expenses. The Board of Directors shall have authority to compromise and settle all claims by or against The Hunt Club Association from time to time. Nothing herein contained shall be construed to relieve lot or unit owners from responsibility of procuring and maintaining casualty and public liability insurance covering losses which may occur to his residence or on or about his lot or unit as he may deem appropriate, nor to shift a lot or unit owner's liability to The Hunt Club Association.

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(d) Enforce all of the terms, covenants, and provisions of these restrictions.

5. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one single-family dwelling or six (6) unit condominium on Lot 9, not to exceed three (3) stories in height and such replacements thereof as may be occasioned by fire or other casualty or wear, tear and decay, all of which replacements must be made only as herein provided. No detached structures or other improvements of any kind or nature shall be erected or permitted.

6. Architectural Control. No structure shall be commenced, not structural or exterior repair, additions, modifications or rebuilding of or to any building located on any lot or unit shall be commenced or performed until the construction plans and specifications and a plan showing the exact work to be performed have been approved by Developer as to the quality of workmanship and material, and as to the location with respect to topography and finished grade elevation. No fence, walls or hedge shall be erected or placed on any lot unless similarly approved. The purpose hereof is to maintain The Hunt Club with the same appearance as when completed by Developer and any of the foregoing which, in the sole opinion of Developer, will not improve or enhance such appearance will be denied. Approval or disapproval shall be granted within thirty (30) days and in writing.

Developer may assign this architectural control to The Hunt Club Association at any time but shall not be required to assign this architectural control until all of the lots and units in The Hunt Club have been sold by Developer.

7. Resubdivision Prohibited. No lot or group of lots shall be resubdivided without Developer's express written approval.

8. Easements. Taylor Woodrow Homes Limited and Developer have reserved easements for installation and maintenance of utilities and for drainage facilities as shown on the recorded plat of The Meadows, Unit 2 and The Hunt Club. Within these easements, no structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage. The slope, grade and elevation of the ground surface within the easement may not be modified in any manner which might interfere with drainage of surface waters.

9. Nuisances. No noxious or offensive activity shall be carried on upon any lot or in any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Temporary Structures. No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer during the course of construction.

11. Signs. No sign of any kind shall be displayed to the public view on any lot or in any unit, except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period shall be subject to approval by Developer.

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12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or in any unit, except that dogs, cats, or other usual domestic household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance to other residents of the neighborhood.

13. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots or units.

14. Visible Parking or Storage. With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. No carts, trucks, motorhomes, trailers, motorcycles, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in The Hunt Club or on any lot exposed to view from an adjacent lot.

15. Underground Utilities. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage located within the confines of any lot or lots shall be located underground. No television or other antenna shall be installed or maintained.

16. Maintenance.

(a) Common Area/Tract A: The maintenance of the common area of The Hunt Club subdivision shall be borne entirely by the Fourteen (14) property owners of The Hunt Club, eight (8) lot owners and six (6) condominium unit owners. The maintenance to be done is outlined within these covenants and restrictions.

(b) Access - Egress Easement: Due to the fact that the fourteen (14) lot or unit owners of The Hunt Club shall use the access egress easement in common with the members of the Royal and Ancient Hunt Club, it is necessary to apportion the cost of maintenance to the access-egress easement between the owners in The Hunt Club and the members of the Royal and Ancient Hunt Club. The apportionment shall be based upon a percentage and the percentage applicable to The Hunt Club lot and unit owners is Fifty Percent (50%).

17. Clotheslines. No clotheslines or drying yards shall be located so as to be visible from neighboring lots or units.

18. Enforcement. These covenants and restrictions may be enforced by Developer, or its assigns, or The Hunt Club Association by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorneys' fees in original and appellate jurisdictions.

19. Term. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording, after which time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 66-2/3 percent of the then owners of the above described lots and units agreeing to terminate said covenants in whole or in part has been recorded in the Public Records.

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20. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 66-2/3 percent of the above described lots and units. The owners of the lots hereby appoint the Developer as their agent until buildings are constructed on each of the above described lots or units in the subdivision for the purpose of making minor changes or waiving minor violations in these restrictions.

21. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall not affect any of the other provisions which shall remain in full force and effect.

22. Covenant for Maintenance Assessments.

(a) The Developer, for each lot or unit owned within the subdivision hereby covenants, and each owner of any lot or unit by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: 1. Annual assessments or charges, and 2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorneys' fees in original and appellate jurisdiction 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 the interest, costs and reasonable attorneys' fees in original and appellate jurisdiction, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. Personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

(b) The assessments levied by The Hunt Club Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the subdivision and for the improvement and maintenance of the common area.

(c) Until January 1 of the year immediately following the conveyance of the first lot or unit to an owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per lot or unit.

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

(d) In addition to the annual assessments authorized above, The Hunt Club 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 such items as landscaping, sprinkler system, fencing or roadway, provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

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(e) Both annual and special assessments must be fixed at a uniform rate for all lots and units and may be collected on a monthly basis.

(f) Any annual assessments provided for herein, shall commence as to all lots on the first day of the month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot or unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Hunt Club Association shall, on demand, and for a reasonable charge furnish a certificate signed by an officer of The Hunt Club Association setting forth whether the assessments on a specified lot or unit have been paid.

(g) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Hunt Club 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 or abandonment of his lot.

(h) A Notice of Claim of Lien may be filed in the Public Records of Sarasota County, Florida, setting forth the name of the Lien Claimant, the amount of the Lien Claimant, the period for which the assessment is due, the address to which payment can be made and a grace period during which payment can be made prior to the institution of a foreclosure action by The Hunt Club Association.

(i) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect 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.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its undersigned duly authorized agent, this 16th day of May, 1980.

HUNT CLUB CORPORATION

BY: Robert F. Bluck (Seal)  
Robert F. Bluck, President

STATE OF FLORIDA  
COUNTY OF SARASOTA:

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements in the State of Florida, personally appeared ROBERT F. BLUCK, the President of HUNT CLUB CORPORATION, a Florida corporation, and he acknowledged before me that he executed the foregoing Declaration of Restrictions in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate agent, he has been duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal in the County and State aforesaid this 16<sup>th</sup> day of May, 1980.

*Geoffrey Pflugner*  
Notary Public  
NOTARY PUBLIC STATE OF FLORIDA ADDRESS  
MY COMMISSION EXPIRES 12/16/78  
BONDED \$1000

My Commission Expires:

Return to:

This Instrument Prepared By:  
D. Geoffrey Pflugner, Esquire  
DENT, PFLUGNER, ROSIN & HABEN  
1834 Main Street  
Sarasota, Florida 33577

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