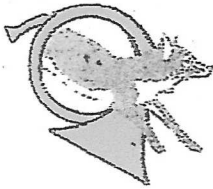


Ocala, Florida



HUNTER'S TRACE

A DEED RESTRICTED COMMUNITY

<http://huntertracehomeowners.org>

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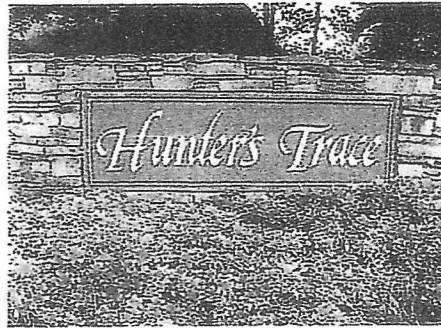
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Welcome.....

To the Hunter's Trace Homeowners Worldwide Web site. This site was created to provide a central source of information for our members and visitors. In addition we encourage you to join our mailing list and use our interactive feedback forum.

Who we are:

We are Hunter's Trace Homeowners located off of Seventh Street, Ocala, Florida. The purpose of this organization is to retain the beauty, serenity, and equity of our homes in this Subdivision.

History of Hunter's Trace Home Owner's Association

On March 14, 1989 in Public Records of Marion County , Florida , Book 1564, Pages 1086 through 1100, the Developer of ***Hunter's Trace Subdivision***, assembled and filed a "Declaration for Restrictions and Maintenance Covenants". These Restrictions and Maintenance Covenants apply to each and every home and home site within the ***Hunter's Trace Subdivision***.

On February 19, 20, and 23, 1994, residents of ***Hunter's Trace*** held meetings to form a homeowners Association for the protection of the property values within the subdivision. An attorney was retained and corporate papers were completed making it a legal process. The Articles of Incorporation and Bylaws for ***Hunter's Trace Homeowners Association, Inc*** were filed with the Florida Secretary of State, Division of Corporations on May 16, 1994 , as a Not-For-Profit corporation under Florida Statute 617 and retains all of the authority and powers granted under this statute.

The primary purpose of the ***Hunter's Trace Homeowner's Association, Inc.*** is to maintain the beauty of our subdivision. Thereby seeking voluntary compliance of each homeowner with the Declaration of Restrictions and Maintenance Covenants. This is to assure increasing value of our homes and home sites and when necessary taking enforcement actions in cases where there is non-voluntary compliance.

DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANT

FOR

HUNTERS TRACE SUBDIVISION

PLAT BOOK 1, PAGES 37-38

OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

SECTION I

Definitions

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

(a) Association: Association shall mean and refer to HUNTERS TRACE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. This is the Declaration of Restrictions and Maintenance Covenants for HUNTERS TRACE to which the Articles of Incorporation and By-laws of the Association make reference.

(b) Articles of Incorporation and By-laws: The Articles of Incorporation and By-laws shall mean those of HUNTERS TRACE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit.

(c) Declaration: Declaration means and refers to this Declaration of Restrictions and Maintenance Covenants as hereafter amended from time to time.

(d) Board: The Board shall mean the Board of Directors for HUNTERS TRACE HOMEOWNERS ASSOCIATION, INC.

(e) Developer: The developer shall mean and refer HUNTERS TRACE PARTNERSHIP, a Florida general partnership its heirs, executors, administrators, successors and assigns.

(f) HUNTERS TRACE: HUNTERS TRACE of HUNTERS TRACE SUBDIVISION shall mean and refer to the real property described as follows:

A tract of land more particularly described in the attached Exhibit A and described in the Plat of Hunters Trace Subdivision as recorded in Plat Book 1, Pages 37 and 38 of the Public Records of Marion County, Florida.

(g) Homesite: A homesite shall consist of an individual lot as shown on the plat of HUNTERS TRACE being ninety-six (96) in total.

(h) Owner: Owner shall mean and refer to the record fee simple title holder, whether one or more person(s) or entities, of a Homesite, including the Developer, unless otherwise specified.

(i) Common Areas: Common areas shall mean and refer to all the real property in HUNTERS TRACE which is owned by the Association for the common use and benefit of Owners. Said areas shall be evidenced by a deed from the developer to the Association.

(j) Improvements : Improvements shall be deemed to consist of fences, signs and landscaping and other physical construction and things as shall exist on or to the common areas.

SECTION II

Property Subject to this Declaration

The tract of land more particularly described in the attached Exhibit "A" and as described in the Plat of Hunters Trace in Plat Book 1, Pages 37 and 38 of the Public Records of Marion County, Florida.

SECTION III

Common Areas

Section 1. Title to Common Areas. Title to all Common Areas shall be vested in HUNTERS TRACE HOMEOWNERS ASSOCIATION, INC.

Section 2. Owners' Rights of use and enjoyment: Every Owner shall have a right of enjoyment in and to the Common Areas as follows:

(a) The right of the Association (in accordance with its Articles and By-laws), to borrow money for the purpose of improving the Common Areas and easements, and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(c) Every owner shall be entitled to use and enjoy the Common Areas subject to:

1. All provisions of this Declaration, the Plat of HUNTERS TRACE, and the Articles and By-laws of the Association;
2. The Rules and Regulations governing use and enjoyment of the Common Areas and easements adopted by the Association; and
3. The Restrictions contained on the plat Hunters Trace Subdivision as recorded in Plat Book 1, Page 37 and 38, Public Records of Marion County, Florida.

Section 3. Liability for Damages: Each Owner shall be responsible for any and all damage to the common areas of HUNTERS TRACE, which is caused by the negligence of an Owner, his lessees, guests or invitees, and to the extent that such damage is not covered by insurance proceeds, such Owner shall be assessed for the cost all of repairs to the Common Areas, which cost shall be a compliance assessment. The responsible Owner shall pay within thirty (30) days after invoicing all bills for the repair of damage to the Common Areas which sum shall be secured by a compliance lien or charge against the responsible Owner's Homesite.

Section 4. Maintenance of Common Areas: Maintenance of the Common Areas shall be the responsibility of the Association. Common areas shall not be obstructed, littered, defaced or misused in any manner.

SECTION IV

Use of Homesites

Section 1. The following restrictions and regulations shall apply to all lots subject to this Declaration:

(a) All of the homesites shall be known, described and used as single family residential Homesites and for no other use.

(b) No temporary buildings shall be erected or maintained on any of the Homesites.

(c) All residences shall be constructed on the site with new materials and shall be an attractive design. No residence shall be constructed of used materials, except used bricks. Solid, continuous, masonry foundations are required. All additions and renovations shall be of the same construction as the residence. There shall be no struck block exposed on the front of the residence. No utility building shall be permitted on any Homesite. No simulated brick or stone will be permitted. Exterior colors will not be obtrusive and will be subject to Article X, "Plan Approval".

(d) Except as set forth in paragraph (e) of this section, the ground floor area of every residence shall not be less than 1600 square feet of living area, exclusive of porch and garage areas. The main roof shall not have less than a 5/12 pitch and all facia shall have a minimum width of 5-1/2". Each residence shall contain at least a two (2) car garage. Electric power, telephone, cable and any other utility lines shall be run underground to each residence or other structure.

(e) No residence erected on a Homesite shall exceed two (2) stories in height. Any two-story residence shall have a minimum first floor living area of 1,500 square feet.

(f) There shall be no window unit air conditioners or unsightly appurtenances existing from the windows or walls of any residence.

(g) All driveways shall be concrete and have a minimum width of twelve feet.

(h) All front and side yards shall be completely sodded to the street upon completion of a residence on any Homesite.

(i) All pools shall be "in ground" (none above ground) and constructed in a conventional, permanent fashion and fenced.

(j) All fences shall be of brown chain link fencing with brown post rails not to exceed five (5) feet in height or an attractive wooden shadow box fence not to exceed six (6) feet in ^{height} length. The erection of any type of fence in the front yard or side yards is absolutely prohibited.

(k) No Homesite shall be subdivided, except that a fraction of a Homesite may be added to an adjoining Homesite to make a larger Homesite. The remaining fractional Homesite may be added to its adjoining Homesite for the same purpose, but may not be used as a Homesite. If a Homesite is so split the vote in the Association shall likewise be split in proportion to the square footage in the split homesite held by each of the adjacent homesite owners.

(l) No sign shall be erected on any Homesite, except that one small sign not to exceed 36 by 24 inches may be used.

(m) Each Homesite owner shall provide garbage and trash containers that are underground or in screened or sanitary enclosures that are not visible from the street or from adjoining property except during those hours designated for garbage and trash collection. No owner, tenant, or occupant shall burn any rubbish, leaves or trash on any Homesite at any time.

(n) Except that which would be considered "normal" site preparation, no grade or elevation of any portion of any Homesite may be changed, without the specific written consent of the Developer.

(o) All structures shall conform to Marion County Building Code and setback requirements.

(p) Section 16. No clothes lines, clothes racks, satellite dishes, radio or television antennas, shall be placed, erected or permitted to remain on any Homesite.

(q) All screen porches must have a black/brown color screen.

(r) All construction on a Homesite shall be at the risk of the owner of the Homesite and the owner of the Homesite shall be responsible for damage to any curbing or street resulting from construction of the Homesite all repair of damage must be made within thirty (30) days after completion of the construction.

(s) All mailboxes and newspaper receptacles shall conform to the design and architecture of the residence.

(t) No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home or other powered or nonpowered vehicle other than a private passenger vehicle shall be parked or maintained on any Homesite except in an enclosed garage.

(u) Each Homesite owner shall maintain his premises and all improvements thereon in a clean, neat and attractive condition, shall keep his property free of any accumulation of junk, trash, abandoned vehicles, construction materials, equipment or any other unsightly objects and shall not permit any natural or artificial feature on any Homesite to become obnoxious, overgrown or unsightly.

~~✗~~ (v) No animals shall be kept or maintained on any Homesite except conventional household pets (dogs, cats, birds or fish) and then only in such a number as not to constitute a hazard, nuisance, or annoyance to the owners of adjoining Homesites.

(w) All set-back areas, walkways, yards, driveways and Common Areas shall be maintained and kept in a neat and clean condition, free of refuse and debris.

(x) All landscaped areas including those areas located within any county right-of-way or within any utility easement, shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant material.

SECTION V.

Easements

Section 1. Reservation of Easements: Developer shall for itself and its heirs, representatives, successors, grantees and assigns specifically reserves and retains the right to grant utility easements within ten feet of all lot line with every homesite to provide utility services to the Homesites of the subdivision including but not limited to, water lines, sewer lines, electric lines, gas lines, cable TV lines and security system lines.

Section 2. Management Easement: The Association shall have a license to enter upon all Homesites as is reasonably required in order to perform the Association's obligations and duties or to enforce its rights as set forth in this Declaration.

Section 3. Property Owners' Use Easements: Each Homesite Owner is hereby granted a non-exclusive right of use to all the Common Areas existing within the Development subject to the terms and conditions of this Declaration.

SECTION VI.

Homesites

Section 1. Creation: Developer has caused or will cause to be incorporated, pursuant to Florida Statutes, a corporation not for profit to be known as HUNTERS TRACE HOMEOWNERS ASSOCIATION, INC. Upon incorporation the Developer shall cause a certified copy of the Charter and a true copy of the By-laws to be recorded in the Public Records of Marion County, Florida.

Section 2. Promulgation of Rules: The Association shall have the right, duty and authority from time to time to adopt and promulgate rules and regulations pertaining to the use of the Homesites and Common Areas. The Rules and Regulations shall be for the health, safety or general welfare of the Homesites and their owners. The rules and regulations of the Association when so adopted, shall be incorporated in and form a part of this Declaration to the same extent as if originally contained herein.

Section 3. All record owners of Homesites in HUNTERS TRACE

SUBDIVISION shall be members of the HUNTERS TRACE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, pursuant to Chapter 617 of the Florida Statutes. Each record owner of a Homesite in HUNTERS TRACE SUBDIVISION shall be subject to the terms and provisions of the Articles of Incorporation and By-laws of the Association and the duly adopted Rules and Regulations of the Board of Directors.

The Association shall have those powers and duties granted by Chapter 617 Florida Statutes and there set forth in the Articles of Incorporation and the By-laws of the Association.

SECTION VII

Covenants for Maintenance Agreement

Section 1. Creation of Lien and Personal Obligations for Assessments: Exemption of the Developer:

(a) Each Owner of a Homesite by acceptance of a deed or other encumbrance of title therefor, whether or not it shall be so expressed in any such deed or other conveyance, with the express exception of the Developer who shall pay no assessments, but including any purchaser from the Developer and any purchaser at a judicial sale, shall hereafter be deemed to covenant and agrees to pay to the Association:

- 1. Annual operating and maintenance assessments;**
and
- 2. Compliance Assessments**
- 3. Special assessments for capital improvements,
major repairs or other matters authorized by
this Declaration;**

All such assessments, together with interest thereon from the due date at 18% per annum and costs of collection thereof, including attorneys' fees, shall be a continuing lien upon the homesites against which each assessment is made. No owner may waive or otherwise escape liability for assessments provided for herein by non-use

of the Common Areas, abandonment or otherwise.

As to all assessments except assessments, each Homesite shall pay 1.0417 percent of the amount of the assessment. Compliance assessments shall be a lien against the Homesite responsible for the compliance assessment.

(b) Because of its extensive contribution of capital and labor in constructing the improvements to the Common Areas of HUNTERS TRACE, the Developer shall not be liable for any assessment levied by the Association nor shall any lien for the assessment attach to any Homesite owned by Developer. The Developer's exemption from assessments shall not be waived in any respect by any act or inaction on the part of Developer unless specifically waived by the Developer in writing.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and properties in HUNTERS TRACE, and in particular, the improvement and maintenance of the Common Areas, including but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof as well as for such other purposes as are permissible activities of the association.

Section 3. Annual Operating and Maintenance Assessments and Special Assessments: The annual operating assessment and maintenance, including funds for special improvement projects and for capital improvements or other special items, shall be determined by the Board of Directors of the Association and approved by simple majority of the votes cast in a meeting of the association. The assessments shall be due and payable annually, in advance and shall be delinquent 30 days after billing.

Section 4. Compliance Assessments: Each Owner shall comply, or cause compliance, with all provisions contained in the Declaration. The Charter and By-Laws of the Association and the Rules and Regulations adopted thereunder. Upon the failure of an Owner to comply with any of his obligations hereunder, the Hunters Trace Homeowners Association, Inc. in addition to any other enforcement rights it may have hereunder, may take such action as it deems appropriate to cause compliance, including without limitation, cleaning, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the Declaration. All costs incurred by the Hunters Trace Homeowners Association, Inc.,

in causing such compliance with the Declaration shall be deemed a "Compliance Assessment" against the homesite of the non-complying Owner, and shall be due and payable from the non-complying Owner to the Association.

Section 5. Annual Assessments -- Due Dates: The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement and shall continue each year thereafter at the same annual amount until modified by the Board of Directors. The due date of any assessment shall be fixed in the resolution imposing such assessment.

Section 6. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Homesite, for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the homesites and assessments applicable thereto, which shall be kept in the office of the Association and sent to every Owner. Under no circumstances shall the Board of Directors of the Association levy or impose any assessment against the Developer for any purpose without the express written consent of the Developer. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid and the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect on Non-Payment of Assessment-Lien: Remedies of the Association: If an assessment is not paid on the date when due, such assessment shall thirty days thereafter become delinquent and shall, together with interest at 18% per annum thereon and the costs of collection thereof and including the Association's attorney fees, thereupon become a continuing lien on the Homesite which shall bind such property in the hands of the then Owner and his successors in interest. Under no circumstances shall a lien for assessment attach to any Homesite owned by the Developer unless Developer has previously waived in writing its exemption from the assessments by the Association. If the assessment is not paid within thirty (30) days after the invoice date, the Association may bring an action to foreclose the lien against the property in the same manner as a foreclosure of a mortgage on real property. There shall be added to the amount of such delinquent assessment interest and the costs and attorney's fees of the Association in bringing and prosecuting such action. Such sum shall constitute a lien on the Homesite and shall be due and payable to the Association.

Section 8. Subordination of Lien to Mortgages: The Lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage or mortgage payable to the Developer now or hereafter placed upon the Homesite subject to assessment before the recording of a notice of lien in the Public Records of Marion County, Florida.

Section 9. Exempt Property: The common Areas, as defined in Article I, shall be exempted from the assessments, charge and liens herein.

SECTION VIII

Maintenance

Section 1. Common Areas: The Ownership Association shall be responsible for maintenance of the Common Areas.

Section 2. Homesite Maintenance: The Association may provide homesite maintenance upon any Homesite which Homesite is deemed by the Association to be in need of clearing, mowing, tree trimming or removal, fence painting or other general maintenance or landscaping or is in violation of any provisions of Article IV. Prior to the Association taking such action as herein above set forth, the association shall notify the Owner in writing at his last known address and if moved the address shown on the most current Marion County Property Tax Assessment Roll, stating what action needs to be taken by the owner. If after thirty (30) days, the action is not taken by the Owner, the Association shall provide the necessary maintenance or corrective measures. The cost of such homesite maintenance or corrective measures shall be assessed against the Homesite upon which said maintenance is performed as a compliance assessment. The compliance assessment shall be a lien upon the homesite and an obligation of the Owner. It shall become due and payable in all respects, together with interest and fees for costs of collectio, including a reasonable attorney's fee, as provided for in Article VII.

Section 3. Access at Reasonable Hours: For the purpose of performing the homesite maintenance or corrective measures the Association, through its duly authorized agents or employees, shall have the right at reasonable hours and after reasonable notice to the Owner, to enter upon any homesite (but not the interior of any

dwelling unit) or exterior of any structure or improvements located in Hunters Trace.

SECTION IX

Insurance

Section 1. Insurance: The Association shall obtain through a reputable insurance agency authorized to conduct business within the State of Florida, hazard insurance, public liability and workmen's compensation insurance, and such additional coverage as may be required by law or as it deems advisable. This insurance shall cover Common Areas, improvements in said areas and any and all employees of the association. The premiums for such insurance shall be paid by the Association and charged to the Owners of Homesites as a part of the annual assessments as herein before provided.

(a) Public Liability Insurance: The Association shall obtain such public liability insurance as the Board of Directors deems proper to insure against damage to person and property as a result of accident or occurrence. Such policy shall provide coverage for claims of persons against the Association. The policy shall be taken in the name and held by Hunters Trace Homeowners Association, Inc.

(b) Individual Coverage: The Owner of each Homesite shall carry such hazard and public liability insurance as Owner.

SECTION X

Architectural Control Committee

Section 1. Appointment: The Architectural Control Committee shall until January 1, 1992 consist of four (4) members, and thereafter shall consist of not less than three (3) nor more than five (5) members as may be determined by the Board of Directors of the association. All committee members shall serve without compensation, but this provision shall not be construed to prevent the Committee from employing architects or other professional consultants to assist the Committee in the performance of its duties. Thereafter, each member of the Architectural Control Committee shall serve at the pleasure of the association. The members of the initial Architectural Control

Committee shall be the following:

G. Michael Thompson, Ocala, Florida
Ben G. McLauchlin, Ocala, Florida
Teresa L. Thompson, Ocala, Florida
Holly H. McLauchlin, Ocala, Florida

Section 2. Plan Approval: No residence, fence or other structure or improvement shall be constructed, and no existing fence or other structure or improvement shall be materially altered until the plans, specifications, and a plot plan showing the proposed construction or alteration shall have been submitted to the Architectural Control Committee, or its designee, for approval in accordance with this provision. All plans and plot plans required by this provision shall be drawn to an accurate scale sufficiently great and shall contain sufficient detail to permit an accurate and informed determination of the architectural and aesthetic quality and soundness of the proposed construction or alteration. No construction of any new fence or other structure and no alteration of any existing fence or other structure shall be permitted which the Architectural Control Committee shall determine not to be in accordance with this Declaration or aesthetically compatible with the area and to the fences or other structures and improvements than existing or approved for construction or alteration. A change in color or surface texture, shall be a material alteration requiring committee approval. Every person desiring to construct any new residence, fence or other structure shall make a request in writing to the Architectural Control Committee for approval of such proposed construction. Each request for approval of any proposed construction shall be accompanied by two (2) copies of an accurate plot plan showing the location of the proposed construction upon the individual Homesite. The Architectural Control Committee shall, within fourteen (14) days from the date it shall receive the last item required to be submitted, either approve or disapprove such request. Notification of the approval or disapproval of any such proposed construction shall be made in writing. In the event the proposed construction shall be approved, such approval shall be noted on both copies of the plans, specifications and plot plans submitted to the Committee, and one copy thereof will be retained by the Architectural Control Committee until all of said proposed construction has been completed or until it shall be deemed as herein stated. In the event such proposed construction shall not be approved, the written notification of such request shall be entitled to alter or modify the proposed construction to meet the requirements of the Architectural Control Committee, whereupon such request shall be approved. In the event any approved

construction shall not be commenced within six (6) calendar months or completed within eighteen (18) months from the date of such approval, the proposed construction shall be deemed to have been abandoned and prior to the commencement of any such construction, a new request will be made to the Architectural Control Committee without regard to any prior request. In the event the Architectural Control Committee shall fail to act upon any request for approval within thirty (30) days from the date of the submission of such request together with all required plans, specifications and plot plans, such request shall be deemed approved by the Architectural Control Committee.

Section 3. Mailbox Plans: The Architectural Control Committee shall adopt uniform plans and specifications for mailboxes to be erected on Homesites and shall publish or otherwise make such plans and specifications available to the Owners.

SECTION XII

General Conditions and Miscellaneous

Section 1. Duration: The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2002, and shall inure to the benefit of the association and its respective legal representatives, successors and assigns. These restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the owners of a majority of the Homesites in Hunters Trace (each Homesite having one vote) it is agreed to repeal the Declaration of Restrictions and Maintenance Covenants.

Section 2. Notices: Any notice required to be sent to any member of Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time such mailing and if none to the address of such members or owners as shown on the most current Marion County Property Appraiser Assessment Roll.

Section 3. Enforcement: In the event of violation or attempted violation of any one or more of these restrictions and maintenance covenants, The Association, acting

through its Board of Directors, and the Owner or Owners of any Homesite, acting either individually or collectively, shall have the right through action or law or equity to enjoin such actual or threatened violation and to seek and recover damages therefor including reasonable attorney's fees and court costs which shall when awarded to the Association be secured by a compliance assessment.

Section 4. Severability: Failure to enforce any violation of these restrictions and maintenance covenants in one or more instances shall not in any manner be construed as a waiver of any such provisions as to any other violation. In the event any portion of these restrictions and maintenance covenants shall be declared by competent legal proceedings to be invalid, the invalidation of such provision shall not in any manner constitute an invalidation of any other provision.

Section 5. Amendment: Until December 31, 1990 these restrictions and maintenance covenants may be amended by the Developer as long as it owns any property subject to said restrictions and maintenance covenants. Thereafter these restrictions and maintenance covenants may be amended by a two-thirds (2/3) vote of the members at a meeting of the Association. However, any amendment to these restrictions and maintenance covenants which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the St. John's River Water Management District. The Developer's right to amend these restrictions and maintenance covenants, as above described, shall not be terminated or limited by the Association without the express written consent of the Developer.

Section 6. Effective Date: This Declaration shall become effective upon recordation in the Public Records of Marion County, Florida.

Section 7. Rights of Developer: All rights, powers and privileges reserved unto the Developer, Hunters Trace Partnership herein are freely assignable. A recorded assignment of any such rights, powers and privileges shall entitle all persons to deal with the assignees thereof (as right, power, or privilege so assigned), as the true and lawful owner or holder thereof.

Section 8. Joint and Several Obligations: Each and every obligation of an Owner hereunder shall be the joint and several obligation of each owner of an ownership interest in a Homesite, and any demand, notice or other communication or action given

or taken hereunder or pursuant hereto or by one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 9. Amendments: This Declaration may be amended by a duly executed and recorded instrument signed by the Owners of no less than sixty percent (60%) of the Homesites and by sixty (60%) of the Institutional Mortgagees holding first mortgages on Homesites, provided (a) that any such amendment must also be approved by the Developer so long as Developer owns a Homesite, (b) no submission of additional land to this Declaration as provided above shall require signature or approval by any owner other than Developer. Notwithstanding the foregoing, and in addition thereto, the consent of all Owners and Developer shall be required for any amendment to this Declaration which effects a change in either (1) the method of dividing the assessments; or (2) the provisions dealing with the duration or amendment of this Declaration. All voting to amend these Restrictions and Covenants shall be asset forth in Article IV of the Articles of Incorporation of the association.

Section 10. Lender's Notices: An Institutional Mortgagee holding a first mortgage on any Homesite shall be entitled (upon written request by the Institutional Mortgagee to the Association stating the name and address of the Institutional Mortgagee, and a legal description and address for the Homesite, to timely written notice of; (a) any sixty (60) day delinquency in the payment of assessments against the Homesite encumbered by that mortgagee's mortgage; and (b) any proposed action that requires consent of a specified percentage of mortgage holders

Section 11. Information: The Association shall make on request available to all owners and Institutional Mortgagees holding a first mortgage on a Homesite, current copies of this Declaration, and of the Bylaws, rules, books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any Institutional Mortgagees shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. The Association may charge the cost of reproducing such materials which charge may not be less than \$.25 per page.

Section 12. Contracts: Until the time that the Class B membership ceases and is converted to Class A membership as set forth above, the Association shall not make any contract or lease unless there is a right of termination without cause or penalty, which is exercisable at any time after not more that three hundred sixty-five (365) days'

notice to the other party. This prohibition shall not, however, apply to the agreements between the Developer and utility companies or other parties for the supply of cable TV, telephone or utility services to the subdivision.

Section 13. Captions: The paragraph captions are for convenience only, and shall not be deemed to in any way affect or limit the interpretations or content of the paragraphs.

IN WITNESS WHEREOF, the Developer herein, HUNTERS TRACE PARTNERSHIP, a Florida General Partnership, has caused this instrument to be executed on its behalf as of the 14th day of March, 1989.

****** NOTE******

This document is a reproduction of the instrument recorded in Book 1564, Pages 1086 through 1100 of the Public Records of Marion County, Florida on March 14, 1989 at 11:44 AM.. The spelling, punctuation, and content is as it occurs in the original recorded instrument. The purpose of creating this document is to provide a more legible product for interested parties. The below listed 3 references refer to wording occurring in the original instrument that are obviously typographical errors or nonexistent property.

1. In Section IV, Paragraph (j), it states, a "shadow box fence not exceed six (6) feet in length", should be stated as, "shadow box fence not exceed six (6) feet in height."
2. Common Areas, all references to Common Areas should be disregarded as the

Developer has not provided any Common Areas within the Hunters Trace Subdivision. All properties are either privately owned or Marion County property.

3. There was no Section XI in the original instrument. Section XII was apparently incorrectly labeled as such and should have been labeled as Section XI.

This document was reproduced by D. L. Sjolund. If any discrepancies are noticed between the original instrument and this document please advise so that I may correct this document.

08/26/01