

SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR HUNTERS RIDGE

THIS SECOND AMENDED AND RESTATED DECLARATION, is made this 8th day of February, 2013, by HUNTERS RIDGE COMMUNITY ASSOCIATION, INC, a Florida not for profit corporation, hereinafter referred to as "Association". The original MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE were recorded at Official Records Book 2003, Page 4209, et seq., and the AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was recorded at Instrument #2006000458313, all of the Public Records of Lee County, Florida. This Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, hereinafter referred to as the "Declaration" replaces the previous Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge in its entirety.

WITNESSETH:

WHEREAS, Association is the Owner of certain real property located in Lee County, Florida, herein referred to as "the Properties" a residential community which consists of single family, villa and condominium residences on platted lots, common areas and recreation areas, known as HUNTERS RIDGE, and

WHEREAS, Association wishes to continue to provide for the preservation and maintenance of the appearance, values and amenities of HUNTERS RIDGE and, for the preservation and protection of wetlands, uplands and lakes in the Properties. The real property described in Exhibit "A", Exhibit "B", and Exhibit "C" is subject to the terms, conditions, rights and obligations of this Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for HUNTERS RIDGE, herein called the "Declaration". A not for profit membership corporation, the Hunters Ridge Community Association Inc., hereinafter referred to as the "Association", has the power and duty of maintaining and administering the Common Areas and attendant facilities, and of enforcing this "Declaration", and the power and duty of maintaining and administering the "Country Club Facility" as that term is defined in Article I Section 1.04.

NOW, THEREFORE, The Association hereby declares that all of the properties in Exhibit "A", Exhibit "B" and Exhibit "C" 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 be binding on all parties having any right, title or interest in the properties or any part thereof, its successors and assigns, and shall inure to the benefit of such Owners thereof.

ARTICLE I  
DEFINITIONS

1.01 "Association" shall mean and refer to Hunters Ridge Community Association, Inc., its successors and assigns.

1.02 "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the administration of the "Association". At least two-thirds (2/3) of the Board shall consist of Golf Members and/or Charter Members who have elected to be Golf Members.

1.03 "Common Areas" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees, including certain wetlands and uplands preservation areas including all lakes, and subject to this Declaration. The Common Areas do not include the "Country Club Facility" as defined in Section 1.04 below.

1.04 "Country Club Facility" shall mean the eighteen (18) hole golf course, driving range, practice putting and chipping greens, cart paths, cart storage building, maintenance building, clubhouse, activity center, swimming pools, tennis courts and other attendant facilities which are located on both the north and south parcels of the Hunters Ridge Development.

1.05 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Site which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns,

or any entity recognized in the community as an institutional lender.

1.06 "Lot", "Site" or "Unit" shall mean and refer to any parcel of land including a platted lot, villa/town home, site or condominium unit containing one residential dwelling unit.

1.07 "Member", shall mean and refer to all those Owners who are members of the "Association".

1.08 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Site situated upon the Properties but shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.09 "Properties" or "Property" shall mean and refer to that certain real property described in "Exhibit A" Exhibit "B" and Exhibit "C", such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to the Declaration.

1.10 "Single Family" shall mean a family unit comprised of the owner, spouse, children, their parents, or other person permanently cohabiting with the Owner or together with the Owner as a primary occupant.

## ARTICLE II PROPERTY RIGHTS

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a nonexclusive easement of ingress and egress over the private roadways which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Site subject to the following provisions:

A. The right of the Association's Board to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Association's Board to dedicate, or transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority,

or utility for such purposes and subject to such conditions as may be agreed to by the members.

C. The right of the Association's Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas, and use of the Sites.

D. Ownership of each Site shall entitle the Owner or Owners thereof to an easement over any portion of their driveway located beyond their Site line.

E. Utility easements are hereby reserved throughout the properties as may be required to adequately serve the properties.

F. Easements for ingress and egress and right-of- ways are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes and avenues, as the same from time to time exist upon the Common Areas; and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

2.02 Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his/her right of enjoyment to the Common Areas and its facilities to the members of his/her family and invitees who reside on a Site.

2.03 There shall be no judicial partition of the Common Areas, nor shall the Association's Board or any Owner or any other person acquiring any interest in the Properties, or any part thereof seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Site owned in Co-tenancy.

2.04 Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

2.05 No owner of any Site may take any action or use any Site which would violate that certain Resolution Number ZAB-85-273 of the Board of County Commissioners of Lee County, Florida, dated December 16, 1985, creating the zoning for the Properties.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

3.01 Every person and the spouse thereof or entity who is a record fee simple Owner of a Site, shall be a member of the Association provided that any such person or entity who holds such interest only as security of the performance of an obligation shall not be a member. If any such Owner is not a natural person, the subject entity shall designate a natural person who will be the "primary occupant" and such natural person shall exercise the Site's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Site which is subject to assessment. When any Site is owned of record by two or more persons or other legal entity, all such persons or entities shall be members.

3.02 The members of the Association shall be entitled to one (1) vote for each Site owned by them. The total votes shall not exceed the total number of Sites. The vote of a Site shall not be divisible. If a Site is owned by one natural person, his right to vote shall be established by the record title to the Site. If a Site is owned jointly by two or more natural persons they must decide which one (1) owner will be the designated voter for that site by completing a Voting Certificate and having the Voting Certificate on file in the Association Administrative Office. If the Owner of a Site is not a natural person, the vote of that Site shall be cast by the Site's primary occupant designated as set forth above. All sites must have a Voting Certificate on file with the Association Administrative Office.

ARTICLE IV  
COVENANTS FOR ASSESSMENT

4.01 Subject to the provisions of Article IV, Section 4.10 herein, each Owner of any Site (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association maintenance assessments or charges for the applicable Common Areas, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from 30 days after the due date at

the highest rate as allowed by law, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Site(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the applicable Common Areas or by abandonment, or otherwise.

4.02 The annual and special assessments as determined by the Association's Board shall be levied by the Association's Board and shall be collected as provided for herein to be used exclusively for the purpose of promoting the betterment of the Properties including but not limited to the following:

A. Improvements, maintenance, management, repair, restoration or replacement of the Common Areas, the Country Club Facility, the sewer treatment plant, and its attendant facilities:

1. all streets, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas, the Country Club Facility, and the sewer treatment plant;

2. all landscaped areas including lawns, shrubs, trees and other plantings located on Common Areas, the Country Club Facility, and the sewer treatment plant;

3. all equipment and facilities owned by or acquired by the Association located on the Common Areas, the Country Club Facility;

4. all wetlands, lakes and upland vegetation areas designated as Common Areas, golf course areas;

5. Nonpotable water, electrical lighting, directional signage and other necessary utility services for the Common Areas, the County Club Facility, and the sewer treatment plant;

6. Maintenance and repair of all storm drains, drainage courses, drainage easements, sprinkler systems in the Common Areas, utility easements, and the Country Club Facility, and the sewer treatment plant;

7. The control of exotic vegetation and annual removal thereof;

8. Maintenance of fences, signs and related facilities that are part of or appurtenant to improvements constructed on the Common Areas, the Country Club Facility, and the sewer treatment plant; and

9. Maintenance and repair of the sewer treatment plant.

B. Hiring management and payment of management fees and charges, and hiring of professional staff and services for the operation and maintenance;

C. Fire insurance covering the full insurable replacement value of the Common Areas, the Country Club Facility and sewer treatment plant with extended coverage;

D. Liability and Casualty insurance providing for replacement cost coverage insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Areas, the Country Club Facility, and the sewer treatment plant. The policy limits shall be set by the Association's Board, and shall be reviewed at least annually and increased or decreased in the discretion of the Association's Board. The Association's Board shall adequately insure all Country Club facilities and Club properties with replacement cost coverage;

E. Workmen's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Association's Board, including but not limited to Fidelity Bonds and liability insurance for Officers and Directors;

F. Acquisition of equipment for the Common Areas, the Country Club Facility, and the sewer treatment plant as may be determined by the Association's Board, including without limitation, all equipment and personnel necessary or proper for use for maintenance of the Common Areas, the Country Club Facility, and the sewer treatment plant;

G. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Association's Board is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Association's Board for the operation of the Common Areas, and the Country Club Facility, and the sewer treatment plant for the benefit of the Owners and for the betterment of the Properties, or for the enforcement of these restrictions; and

H. Establishment of reserve accounts as needed for capital expenditures and deferred maintenance for the Common Areas, the Country Club Facility and the sewer treatment plant.

4.03 All regular and special assessments for items pertaining to the Common Areas, Country Club Facility, golf course and sewer treatment plant shall be at a uniform rate for each Site in the Properties.

4.04 In addition to the annual assessments, the Association's Board may levy in any assessment year special assessments from time to time, for reconstruction, unexpected repair, replacement of a capital improvement and/or insurance deductibles as approved by the Association's Board.

The Association's Board may also levy special assessments upon each villa owner to recover the uninsured cost of reconstruction of villa exteriors destroyed or damaged as a result of any cause, including but not limited to fire, wind, storm, flood or tornado, only if the Association is insuring all villa units exteriors under one (1) building property insurance policy.

4.05 The assessments for which provision is herein made shall be paid quarterly, in advance, or as fixed by the Association's Board to be the date of commencement.

4.06 An assessment may not be levied at an Association Board meeting unless the notice of the meeting includes a statement that assessments will be considered and states the nature of the assessments. Written notice of any Association Board meeting at which special assessments will be considered must be mailed to the members and posted conspicuously on the property not less than



fourteen (14) days before the meeting. The Association's Board shall fix the date of commencement, and the amount of the assessments against each Site for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Site Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of assessments, the Association's Board shall notify Site Owners by sending written notice of such commencement date and amount to said Site Owners at the address as shown on the current roster of members, which notice shall be conclusive as to delivery to Site Owners. The Association's Board shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such Certificate of Assessment shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.07 If any assessment is not paid within (30) days from its due date as determined by the Association's Board pursuant to this Declaration, the Association's Board may, at any time thereafter, record a lien against said Site in the Public Records of Lee County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment any late fees, the cost of any such action including reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, together with costs of the action.

4.08 The lien of the assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to an institutional lender unless the Claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Site(s) pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure and shall relieve any Site(s) neither from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.09 The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by Lee County and devoted to public use.

B. All Common Areas as defined in Article I, Section 1.03.

C. The Country Club Facility; and

D. The Sewer Treatment Plant.

4.10 Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, each remaining undeveloped site is subject to assessments for the common areas at twenty-five percent (25%) of the annual assessment established for single family sites owned by members. Undeveloped site owners shall be assessed only for single family sites that are subject to this Declaration, and shall not be assessed any costs, including but not limited to, dues, fees, minimums, assessments, expenditures and reserves for the operation of the Country Club facilities. Upon transfer of title of an undeveloped single family site, the site shall then be assessed in the amounts established for sites owned by owners for both the Common Areas and Country Club facilities, prorated as of, and commencing with, the date of transfer of title.

4.11 Site Owners shall be responsible for the interior and exterior maintenance of their residence and lawn and landscaping maintenance unless the exterior maintenance is being performed by the Association and/or the Association's Board. In the event a Site Owner shall fail to maintain the residence or lawn and landscaping on that Owner's Site, in accordance with the standards established by the Board of Directors of the Association, the Association's Board shall provide upon any Site requiring same when necessary in the opinion of the Association's Board to preserve the beauty, quality and value of the properties, said maintenance, including painting, cleaning and repair of roof, gutters, downspouts, exterior building surfaces (including walls, doors and fences), roof replacement, restoration or repair of destroyed or damaged improvements on any Site, restoration or repair of any party walls as hereinafter defined when such replacement, restoration or repair is the duty of the Site Owner as hereinafter provided, lawn

fertilization, lawn irrigation, lawn replacement and mowing, shrubbery trimming and replacement. Except in the case of an emergency, the Association's Board shall give to the Site Owner thirty (30) days written notice of the need of such replacement, restoration, repair or maintenance and if the Site Owner fails to replace, restore, repair or perform the required maintenance after such notice, the Association's Board may perform said replacement, restoration, repair or maintenance. In the case of an emergency, the Association's Board may immediately perform said replacement, restoration, repair or maintenance.

The cost of said maintenance shall be assessed against the Site upon which such maintenance is performed, or, at the option of the Association's Board, against the Site or Sites benefiting from the maintenance, replacement, restoration or repair. The said assessment shall be a lien on the Site so assessed and the personal obligation of the Site Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees and costs of collection in the same manner and under the same condition as provided for the other assessments of the Hunters Ridge Community Association.

#### 4.12 Resale Capital Assessment

A. The Board of Directors of the Association shall levy a Resale Capital Assessment upon the non-exempt conveyance of every Lot, Site or Unit owned by a Member.

B. The amount of the Resale Capital Assessment shall be \$1,500.00 which shall be collected at closing of the conveyance by the settlement agent on behalf of Hunters Ridge Community Association, Inc. The Resale Capital Assessment shall be the obligation of the transferee/buyer unless the transferor/seller and transferee/buyer otherwise expressly agree in writing. Any non-exempt conveyance which occurs and payment of the Resale Capital Assessment is not made within thirty (30) days of the conveyance shall be grounds for the Association to record a claim of lien against the subject property and bring an action to foreclose the lien as further provided in Section 4.07, above.

C. For purposes of this Section 4.12, the following definition shall apply:

The term "conveyance" shall mean the non-exempt transfer of record legal title to a Lot, Site or Unit by deed or

other authorized means of conveyance for valuable consideration, and shall also refer to the transfer of possession and beneficial Ownership for valuable consideration by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of beneficial interest.

The following conveyances shall be exempt from payment of the Resale Capital Assessment: (1) between and among co-owners of the same lot or unit being transferred; (2) to the owner's estate, surviving spouse or other heirs, resulting from the death of an owner; (3) to a trustee or the owner's current spouse solely for bona fide estate planning or tax reasons; (4) between spouses as a result of a divorce proceeding ; (5) to a transferee/buyer when the transfer is a gift from the transferor/seller; (6) to a mortgagee or the Association pursuant to a Final Judgement of Foreclosure or Deed in Lieu of Foreclosure; and (7) to a transferee/buyer who is, at the time of the transfer, already an owner of another Lot, Site or Unit within Hunters Ridge.

#### ARTICLE V VILLAS

5.01 Each wall which is built as part of the original construction of any villa residence upon any Site and placed on the dividing boundary line between villa residences shall constitute a party wall, and to the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall, after Association insurance proceeds have been determined and/or applied, if any, shall be shared by the Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and after Association insurance proceeds have been determined and/or applied, if any, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and

not in lieu of, to the exclusion of the rights afforded the Association above.

Notwithstanding any other provision 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.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

5.02 Any owner absent from his Villa for more than seventy-two (72) hours shall close the main water shut-off valve prior to departure.

5.03 The Association obtains property insurance for all eighty (80) villa buildings (206 total villa units) annually. This property insurance covers the basic exterior portions of each building such as the exterior concrete block walls and roof structure systems.

All villa unit owners must be aware that this property insurance excludes all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning/heating equipment, water heaters, water filtration systems, built-in cabinets and counter tops, windows, window treatments which include curtains, drapes, blinds, hardware and similar window treatment components, or replacement of any of the foregoing which are located within the boundaries of a villa unit and serve only one unit and all air conditioning compressors that service only an individual villa unit, whether or not located within the unit boundaries.

All villa owners must obtain their own individual interior insurance coverage which includes the drywall and all real or personal property located within the boundaries of the villa owner's unit which is excluded from the coverage provided by the Association. Screen enclosures, other than pool enclosures, will be insured by the Association. Swimming pools and pool screen enclosures, and liability for pools, shall be the sole responsibility of the villa unit owner to insure.

ARTICLE VI  
ARCHITECTURAL CONTROL, LANDSCAPING AND  
RECONSTRUCTION REQUIREMENTS

6.01 In the event that any of the improvements located on a Single Family Home site are destroyed or damaged as a result of any cause, including, but not limited to fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within twelve (12) months thereafter.

Likewise, in the event that any of the improvements located on either a villa or condominium (coach home) site are destroyed or damaged as a result of any cause, including, but not limited to fire, windstorm, flood or tornado, the owner of such improvements shall cause repair or replacement of such improvements to be commenced and completed within the same time periods mentioned in the paragraph above.

All such repairs or replacement must be in conformance with this Declaration and criteria of the Architectural Review Board and shall be structurally compatible with any adjoining improvements which share a party wall as the phrase is defined herein.

In the event that the Owner of any Site fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, then in that event, the Association's Board shall be deemed to have been granted the right by the Owner to commence and or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specification of the original improvements.

Any and all costs incurred by the Association's Board in effecting the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorney's fees and costs of collection, as provided or in connection with and under the same terms and conditions as other assessments of the Association.

6.02 No improvement, addition or deletion of structure of any kind, including without limitation, any building, fence, wall, screen enclosure, awning, drain, disposal system, or other

improvement shall be commenced, erected, placed or maintained upon any Site, nor shall any addition, change (including but not limited to changes made in exterior colors of any site/residence done by way of painting), alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Board. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6.03 All exotic vegetation on any Site shall be removed at least annually. No Site Owner shall plant any of the following nuisance vegetation: Mellaleuca, Australian Pine, Brazilian Pepper, Cuban Laurel, Downy Rose Myrtle. No native trees or shrubs shall be cleared from the Properties unless diseased or dying or necessary for the construction of residences on the Sites, roads, drainage, or utilities. Any fill placed on any Site shall not exceed minimum county requirements for site drainage. All landscaping of the Sites shall include no less than fifty percent (50%) of naturally occurring plant species on each Site. All landscaping of the Common Areas shall include no less than ninety percent (90%) of naturally occurring plant species.

6.04 The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) members, who need not be members of the Association. Members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Association's Board.

6.05 The ARB shall have the following powers and duties:

(a) To recommend, from time to time, to the Association's Board the creation of or modification and/or amendment of any architectural planning criteria promulgated by the Board. Any architectural planning criteria or modifications or amendment thereto shall be consistent with the provisions of this Declaration, and

shall not be effective until adopted by a majority of the members of the Association's Board at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the architectural planning criteria, including a verbatim copy of such adoption, change or modification, shall be made available to each member of the Association upon request;

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon any Site in the Properties. The ARB may also require submission of samples of building materials proposed for use on any Site, and may require such additional information as may reasonably be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria;

(c) To approve or disapprove any improvement or structure of any kind, including without limitation any building, wall, screen enclosure, drain or disposal system or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any site in the properties, and which is visible from the outside of any Site. All decisions of the ARB shall be submitted in writing to the Association's Board. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Association's Board within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final;



(d) To adopt a vegetation list of approved shrubbery, lawn materials, trees or plants which may be planted on any Site;

(e) To adopt a schedule of reasonable fees for processing requests for the ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB;

(f) The ARB may authorize variances from compliance with any of the architectural control provision of the Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the Committee from denying a variance in other circumstances; and

(g) Neither the Association, the Board of Directors, the ARB nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to Properties generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any

plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes.

ARTICLE VII  
USE RESTRICTIONS

7.01 The property subject to these covenants and restrictions may be used for single-family residence and for no other purpose. No trade, business, profession or other type of commercial activity which is visibly observable from the exterior, or which employs any person - full or part-time-who is not a resident therein, may be conducted on any part there on. The storage of inventory used in any trade, business, or other commercial activity is prohibited on any site. No signage, lettering or advertising of any commercial activity is allowed on any site except signs pursuant to Article VII Section 9.

7.02 No tents, trailers or above ground tanks shall be erected or permitted to remain on any Site or in the Common Areas.

7.03 No antenna, or satellite dish over twenty-four inches (24") in diameter shall be placed or erected upon any Site, or affixed in any manner to the exterior of any building

7.04 No boats or personal watercraft, trailers, recreational vehicles, commercial vehicles, ATVs or other vehicles, as determined by the Association's Board, except four-wheel passenger vehicles, pick up trucks, SUVs, and vans, shall be placed, parked, or stored outside, on any site, or in the Common Areas. No maintenance or repair shall be performed on any site upon any motor vehicle or boat, except within a building where totally isolated from public view.

7.05 The covering (including but not limited to plastic tarps, cloth vehicle covers, etc.) of any kind of vehicle which is placed or parked outside is strictly prohibited.

7.06 No portion of any Site or the Common Areas shall be used as a drying or hanging area for laundry of any kind.

7.07 No animals of any kind shall be raised, bred or kept on any Site or the Common Areas. However, common household pets may be kept on Sites subject to such rules and regulations as may be adopted by the Association's Board. No animals shall be

allowed to run loose/roam free at any time or to become a nuisance. All pet owners must clean up after their pets. If in the sole opinion of the Association's Board any pet becomes the source of unreasonable annoyance or a threat to the health, safety and welfare to others, or the Owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, shall remove the pet from the community. Pets may not be left unattended or leashed in yards, patios or screened porches. In addition to the foregoing certain aggressive breeds of dogs and exotic animals as determined by the Association's Board, including but not limited to, Pit Bulls, Rottweilers, Dobermans and Chows or exotic hybrid animals or reptiles shall not be permitted.

7.08 Nothing shall be done or maintained on any Site or the Common Areas which may be or become unsightly or a nuisance to the Community. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Association's Board, whose decision shall be final as to such dispute or question.

7.09 No sign larger than 6 inches by 12 inches of any kind, including a sign identifying real estate property for sale, shall be displayed to public view on any Site or Common Area except for street or traffic control signs, or as placed by the Association's Board.

7.10 All property rentals are subject to such Rules and Regulations as adopted by the Association's Board. Authority is also given to the Association's Board to approve or disapprove prospective leases prior to the effective date of the lease. The Association's Board may charge a reasonable fee for this rental application process.

7.10.1 Application to Lease Form. All leases of a single family home, villa, or condominium unit must be in writing. Members who lease their single family home, villa or condominium unit must have the tenant complete an Application to Lease Form. The Application to Lease Form may be picked up at the Administrative Office or online at [HuntersRidge-CA.com](http://HuntersRidge-CA.com) and returned to the Administrative Office at least ten (10) days before the proposed occupancy date. A copy of the proposed lease must also be submitted.

7.10.2 Subleasing or Assignment. No subleasing of lease rights by the lessee is allowed. A single family

home, villa, or condominium unit owner may lease only his entire house, villa or condominium unit.

7.10.3 Fees and Deposits Related to the Lease. Hunters Ridge may charge a preset fee for processing the Application to Lease, such fee not to exceed the maximum amount allowed by law, currently \$100.00.

7.10.4 Board Action. The Board of Directors may require additional information in order to approve the application with any lessee and spouse, if any. The lessee must be a natural person and not a business entity or trust. After the required notice and all information requested have been provided, the Board of Directors shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board of Directors neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a written letter of approval to the lessee.

7.10.5 Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board of Directors so votes at a duly called meeting, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (a) The single family home, villa or condominium unit owner is delinquent in the payment of assessments at the time the application is considered;
- (b) The single family home, villa or condominium unit owner has a history of leasing his house, villa or condominium unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his house, villa or condominium unit;
- (c) The real estate company or rental agent handling the leasing transaction on behalf of the single family home, villa or condominium unit owner has a history of screening lessee applicants inadequately, recommending

undesirable lessees, or entering into leases without prior approval;

- (d) The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants, restrictions and rules applicable to Hunters Ridge;
- (e) The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- (f) The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
- (g) The prospective lessee evidences a strong probability of financial irresponsibility;
- (h) The lessee, during previous occupancy of a single family home, villa or condominium unit in Hunters Ridge or elsewhere, has evidenced an attitude of disregard for the rules;
- (i) The prospective lessee gives false or incomplete information to the Board of Directors as part of the application procedure, or the required fee is not paid;  
or

(j) A lessee moving into a single family home, villa or condominium unit prior to the Application to Lease Form either being submitted or approved shall result in a lease not being approved.

7.10.6 Failure to Obtain Approval: Eviction and Fine. Any lease entered into without approval shall be treated as a nullity, and the Board of Directors shall have the power to evict the lessee with seven (7) days' notice, without securing consent to such eviction from the single

family home, villa or condominium unit owner. The owner of the subject property may be fined to the maximum extent of the law.

7.10.7 Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board of Directors may provide from time to time. The legal responsibility for paying assessments may not be delegated to the lessee and remain the responsibility of the single family home, villa or condominium unit owner.

7.10.8 The Application to Lease Form and any information obtained as part of the background check is not accessible to owners or other persons except the members of the Board of Directors, the Association's legal counsel and Management. The Board of Directors, General Manager and/or Staff of HRCA are not to discuss any information regarding the Application to Lease or the background information obtained except with each other and the Association's legal counsel and when required to do so by law.

7.10.9 Occupancy During Lease Term. No one but the lessee, his family members including, but not limited to, children, stepchildren, grandchildren, greatgrandchildren, parents, grandparents, sisters and brothers and their spouses and guests may occupy the single family home, villa or condominium unit. The total number of overnight occupants of a leased single family home, villa or condominium unit is limited to two (2) persons per bedroom. All overnight guests must be registered prior to occupancy.

7.10.10 Screening by Owner. Any owner planning on leasing a single family home, villa or condominium unit shall be diligent in their choice of tenant and shall use their best efforts to verify the credibility of the tenant. Owner shall be responsible for the actions and omissions of the tenant during the lease term regarding compliance with the Master Declaration and rules and regulations for Hunters Ridge.

7.10.11 Regulation by Association. All of the provisions of the governing documents and the rules and

regulations of Hunters Ridge shall be applicable and enforceable against any person occupying a single family home, villa or condominium unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of Hunters Ridge and the provisions of the governing documents, designating Hunters Ridge as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

7.11 The Association's Board may schedule and prioritize unit owners/members use of any and all club amenities/facilities while also restricting renters use of the same amenities/facilities. The Association's Board may charge guest fees for the use of any and all club amenities/facilities.

7.12 No automobile garage shall be permanently enclosed or converted to other use. Automobile and golf cart garage doors must be kept closed at all times except when actively being used by the occupant of the dwelling.

7.13 No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area, or any other outside area of any site. Sanitary containers may be placed outside in the driveway area of any site for a reasonable period of time for refuse pickup to be accomplished.

7.14 No lawn or garden cuttings or other residue shall be disposed of in any of the Common Areas, wetlands, lakes or upland preservation areas.

7.15 No upland or wetland preservation areas may be altered or modified without appropriate governmental permits and approvals, nor may any toxins, oils or lubricants be used in these areas.

7.16 Chemicals shall not be used as a littoral zone vegetation control.

7.17 Any revegetation on any Site shall utilize naturally occurring plant species.

7.18 No fences of any kind shall be permitted on any site, except as required by law.

7.19 No signs advertising boat, automobile, golf cart or truck sales shall be allowed inside or on any vehicle which is placed, parked or stored outside on any site or in the common areas. Garage sales are prohibited.

7.20 No ATVs (all terrain vehicles) may be driven on the streets or in the Common Areas.

7.21 No vehicle may be parked in the streets at any time, except for deliveries or property maintenance.

7.22 The Association's Board shall have the authority to establish fines and/or penalties for the infraction of the above listed Use Restrictions. Unit owners/members who have guests and/or renters that violate these Use Restrictions are held responsible for their guests and/or renters fines and/or penalties. Agents for the Association's Board will impose the fines and/or penalties and should any dispute arise, such dispute should be put in writing and forwarded to the Association's Board within thirty (30) days. After final review the determination of the Association's Board shall in all events be final.

7.23 The member must notify the Association's Administrative Office, or the Security Guard House, of any guests (whether related or unrelated to the member) prior to the guest being given access to the Hunters Ridge community.

7.24 Whenever a residential property in Hunters Ridge is occupied by a guest and the owner is not present the following requirements must be followed:

1. Guests related to owner:

Family members such as children, stepchildren, grandchildren, parents, grandparents, sisters and brothers and their spouses and their guests staying more than fifteen (15) nights must register with the Association and complete an Application for Approval form provided by the Association prior to being given access to the Hunters Ridge community. No fee will be charged by the Association for the application.



2. Guests not related to owner:

Guests not related to the owner must register with the Association and if staying more than fifteen (15) nights complete an Application for Approval form provided by the Association and pay a fee in an amount determined by law or the Board of Directors which is currently \$100.00.

7.25 No lease shall be longer than one (1) year which may be renewed for an additional year without any fee being charged. After the second year, the Board of Directors may charge a fee for renewal of the lease and approval, if allowed by law.

7.26 No property shall be leased more than five (5) times in a calendar year.

ARTICLE VIII  
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

8.01 The Association hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association, and the Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Site located in the Properties in order to gain access to the Common Areas for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas or rights provided herein.

8.02 Each Site and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone, and roadways and driveways) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have

the right of access to any Site or the Common Areas in furtherance of such easements.

ARTICLE IX  
GOLF COURSE AND CLUBHOUSE

9.01 The Association is the owner of the eighteen (18) hole golf course, driving range, practice putting greens, cart storage building, maintenance building, clubhouse, activity center, swimming pools, tennis courts, and other attendant facilities (herein called the "Country Club Facility") which is located on both the South and North Parcels of the Hunters Ridge Development.

9.02 The Association shall operate and maintain the Country Club Facility and golf course at such times and in such manner as it deems appropriate. The Country Club Facility shall include the right to allow non member use of the Country Club Facility until such time as there are 425 active Golf Memberships issued, at which time non member use of the Country Club Facility may terminate. The Association's Board may reduce the number of active Golf Memberships if they so decide. For purposes of this Article IX, the term "active Golf Memberships" shall include Charter Members that have elected to be Golf Members as well as regular Golf Memberships.

9.03 Membership in the Association shall be mandatory and shall require the member to maintain either a Charter Membership, a Golf Membership or a Social Membership. Certain Charter Memberships were issued to owners of existing Lots or Sites in the Hunters Ridge Development as of the date of the First Amendment to the Declaration (November 22, 1991) No further Charter Memberships shall be issued, but all such Charter Memberships shall be transferred to the purchaser of the Lot or Site to which it applies as hereinafter provided. All memberships after November 22, 1991 shall be either Golf Memberships or Social Memberships and shall be issued to each owner of a Lot, Site or other residential dwelling unit upon the closing of the purchase of a Lot, Site or other residential dwelling unit and upon the payment of the initiation fee from time to time established by the Association's Board for such membership, unless otherwise waived by the Association's Board, in accordance with criteria set forth in Article IX subsection 9.15.

9.04 The total number of memberships shall not exceed 562 or the total number of Lots, Sites and other residential dwelling units constructed within the Hunters Ridge Development, whichever is less. Active Golf memberships shall not exceed an aggregate of 425 in number. Owners of Lots, Sites or residential dwelling units who do not maintain a Charter or Golf Membership shall maintain a Social Membership.

9.05 The appropriate Membership Certificate shall be issued to each owner of a Lot, Site or other residential dwelling unit in a form which is substantially in the format of the Certificates which are attached hereto and the owners of each Lot, Site or other residential dwelling unit shall designate the individual in whose name the membership shall be issued. Until such time as the owner designates the member as herein required and files a copy of the Membership Certificate with the Association's Board which designates the individual who is to be the member, such member or the person or persons authorized to use the Country Club Facility through such member shall not be authorized to use the Country Club Facility without the prior consent of the Association's Board.

9.06 Upon the transfer and conveyance of a Lot, Site or other residential dwelling unit to a third party, the member selling said Lot, Site or other residential dwelling unit shall surrender his or her membership Certificate to the Association's Board and a new Certificate shall be issued to the new owner of the Lot, Site or other residential dwelling unit who shall thereupon designate on such Certificate the individual who shall be the member and shall cause a copy of such new membership Certificate to be filed with the Association's Board.

9.07 Membership and the right to use the Country Club Facility and Golf Course associated with such membership for purposes of Article IX shall mean the person designated on the membership Certificate as the member, his or her spouse, or one other adult person who is unmarried and has the same permanent address as that person of the member under whom he or she is claiming if the member is also unmarried, and all children of such member who are under the age of twenty one (21) years and whose permanent address is the same as that of the member under whom they are claiming membership. Membership shall not include two or more families or individuals (except as herein otherwise provided) owning or occupying a Lot, Site or residential dwelling unit within the Hunters Ridge Development by way of joint ownership of such

property and in such instance the joint owners must designate the individual who is to be the member in the Country Club Facility. Likewise, a Lot, Site, or residential dwelling unit owned by a corporation or other entity shall also designate in writing to the Association's Board one individual who shall be designated as the member of the Country Club Facility.

9.08 The memberships herein provided, which entitle the owners thereof to membership in the Country Club Facility and Golf Course according to the terms of such membership, shall be appurtenant to and run with the title of the lot, site, or other residential dwelling unit. The type of membership which was elected and maintained by such owner shall automatically transfer to the purchaser of such Lot, Site or other residential unit. Charter or Golf memberships may be surrendered to the Association's Board and a Social Membership shall thereafter be issued to the member in lieu thereof upon terms and conditions from time to time adopted by the Association's Board. In the event a Golf Membership is surrendered to the Association's Board, the member may not thereafter elect to change back to a Golf Membership except upon such terms and conditions including an initiation fee as are then in effect and as established by the Association's Board. If a member surrenders a Golf Membership so that the number of existing Golf Memberships is less than 425, or such number as has been determined by the Association's Board, members of the Association who are Social Members may elect to become Golf Members in accordance with the rules, procedures and priorities among such Social Members, and upon the payment of such initiation fee as may be established by the Association's Board.

9.09 In the event a member fails to pay the required annual dues levied by the Association's Board, within sixty (60) days of the due date of such dues, the Association's Board shall have the right and option of terminating the membership of such delinquent member. The Association's Board shall not be obligated to exercise this right and option and the failure to exercise this right and option shall in no way eliminate or alter the liability of the delinquent member from the payment of any dues, penalties or interest that may be due and payable with respect to such membership. In the event the Association's Board elects to terminate a Charter or a Golf Membership, the terminated Charter or Golf Member shall thereafter become a Social Member with all of the rights, duties and privileges associated therewith. And further, in the event a member fails to comply with all rules and regulations established by the Association's Board, the

Association's Board is granted the authority to discipline, suspend and/or terminate such member as the Association's Board deems necessary.

9.10 A Charter Member may elect to be either a Golf Member or a Social Member and may change the type of membership from year to year by paying the annual dues associated with the type of membership desired. In the event a Charter Member elects to be a Social Member, such membership shall not be counted as an active Golf Membership for purposes of this Article IX. The election between being a Golf Member or a Social Member must be made on an annual basis, prior to the beginning of the calendar year or immediately after purchasing a Charter Membership site, and cannot be changed during any calendar year once an election has been made for such year without the consent of the Association's Board. A Charter member who elects to be a Golf Member shall have all of the rights and privileges herein given to a Golf Member so long as he or she maintains a Golf Membership. A Charter Member, even if such Charter Member elects to be a Social Member during any particular calendar year or years, shall be entitled to vote on all issues brought before the Association which require a vote of the Golf Membership and such Charter Membership shall entitle the Charter Member to a proportional pro rata ownership interest in the assets owned by the Association upon dissolution, voluntary or involuntary, of the Association. In consideration of its right to vote on all issues relative to the Country Club Facility or Golf Course, and its right to share in assets upon dissolution, a Charter Member, whether it has elected either a Social or Golf Membership, shall be responsible for all assessments or debts in relation to the Country Club Facility or Golf Course.

9.11 A Golf Membership shall entitle the persons as herein stated to the use of the Country Club Facility, including, without limitation, the golf course, driving range, practice putting green and other related golf course facilities upon payment of the annual golf dues without further charge for green fees or practice range balls. A Golf Membership shall entitle the persons as stated herein to the use of a privately owned golf cart by paying the required trail fee from time to time established by the Association's Board so long as the privately owned golf carts meet the criteria of the Association's Board as to appearance. When not in use, a privately owned golf cart must be stored in a garage where it is not visible from the street or the golf course. Any violation of this provision may allow the Association's Board to

suspend the member's use of such privately owned golf cart until such time as the member has taken action satisfactory to the Association's Board to correct such violation. A Golf Membership does not include the cost of renting a golf cart owned or provided by the Association. A Golf Membership shall entitle the member to priority on tee times in accordance with rules established from time to time by the Association's Board. A Golf Member shall be entitled to vote on all issues brought before the Association which require a vote of the membership and such Golf Membership shall entitle the Golf Member to a proportional pro rata ownership interest in the assets owned by the Association upon any voluntary or involuntary dissolution of the Association as in the case of Charter members, and the Golf Member shall be responsible for all debts, expenses and assessments in relation to the Country Club Facility or golf course.

9.12 A Social Membership shall entitle the persons as herein stated to the use of the clubhouse, activity center, tennis courts pickleball courts, bocce courts, and swimming pool, but shall specifically exclude the use of the golf course, driving range, practice putting green and other golf course related facilities. A person holding a Social Membership may be entitled to use the golf course facilities upon such terms and at such times and upon payment of such fees as from time to time may be established by the Association's Board in its sole discretion. A Social Membership shall entitle the persons as stated herein to the use of a privately owned golf cart by paying the required fee from time to time established by the Association's Board so long as the privately owned golf carts meet the criteria of the Association's Board as to appearance. The payment of the required fee shall not be construed as a right to use the privately owned golf cart on the golf course without payment of the established cart fee. When not in use, a privately owned golf cart must be stored in a garage where it is not visible from the street or the golf course. Any violation of this provision may allow the Association's Board to suspend the member's use of such privately owned golf cart until such time as the member has taken action satisfactory to the Association's Board to correct such action. A Social Member who is not a Charter Member shall only be entitled to vote on issues directly relating to the maintenance of the common areas, the operation and maintenance of the clubhouse, activity center, tennis courts, swimming pools and the election of the Board of Directors, and shall be financially responsible for all costs, expenses, debts and assessments for those facilities

and activities. A Social Member, who is not a Charter Member, shall have no financial obligation for any cost, expenses or assessments associated with the golf course and its related facilities. A Social Member shall have no ownership interest in the assets owned by the Association. In the event the Association is ever dissolved, a Social member shall remain responsible for all expenses and debts associated with the common areas and all expenses, debts or assessments of or to the Country Club Facility with the exception of the golf course and related facilities.

9.13 If a Charter or Golf Membership is surrendered to the Association's Board as provided herein, then an additional Golf Membership may be issued in its place in order to maintain a total of 425 active Golf Memberships. The Association's Board may elect not to issue a new Golf Membership upon the surrender of a Golf Membership to the Association's Board. A Charter member who has elected to be a Social member may always convert to a Golf member the following calendar year regardless of any other restrictions as to the maximum number of Golf memberships.

9.14 Without limiting the powers of the Association's Board the Association's Board shall have the following powers in addition to those otherwise enumerated herein:

A. To establish and collect on a yearly basis the amount and payment terms for the golf and social membership dues, the golf cart trail fees, the club food and beverage minimum, the maintenance assessments or charges for the Common Areas, and the guest fees to be charged for the use of any and all Country Club and golf course facilities/amenities.

B. To promulgate reasonable rules and regulations governing the use of the Country Club Facility and golf course and the Common Areas and to enforce said rules and regulations.

C. To charge and collect a reasonable greens fee for non member play on the golf course and use of the Country Club Facility, when deemed in the best interest of the Association.

D. To approve of and collect special assessments for the maintenance, operation, improvement, enhancement or replacement of any Country Club Facility or Common Area

facility for the purpose of promoting the betterment of those facilities.

E. In the event that any fee or assessment under subsections A, C and D above is not paid within sixty (60) days of its due date, the Association may record a lien against such site, bring a foreclosure action of such lien or bring any other legal proceeding to enforce said payment and the site owner shall be responsible for all costs of said action, including attorneys fees and interest, which shall be added to the fee or assessment.

9.15 Notwithstanding any other provisions of the Master Declaration as amended hereby to the contrary, the Association's Board reserves the absolute right to deny to members the use rights in the appropriate facilities for the type of membership chosen as a result of the nonpayment of dues, fees or assessments, whether Charter, Golf or Social Members, and such denial of use shall in no way affect the duty and personal obligation of such members to pay the required dues, fees and assessments plus any interest, penalties or other costs of collection, including reasonable attorney fees, that may be associated therewith. The Association's Board may waive the requirement that a member of the Association maintain a social or golf membership in the Association; provided, however, such waivers shall be issued solely in the discretion of the Association's Board, for a period not to exceed the year in which the waiver is requested, and shall be limited to cases in which maintaining a membership would create a substantial hardship on the owner of the Lot, Site or other residential dwelling unit. A member must in all events maintain membership in the Association and pay the common charges and assessments associated with the common area, and if applicable villa and condominium, maintenance of the Hunters Ridge Development.

9.16 Easements to permit the doing of every act necessary, proper and convenient to the playing of golf on the golf course adjacent to the Lots, Sites or other residential dwelling units which are subject to the Master Declaration are hereby granted and established. These acts shall include, but are not limited to, the recovery of golf balls from any area of such Lots, Sites or other residential dwelling units, the flights of golf balls over and upon such Lots, Sites, or other residential dwelling units, the use of necessary and usual equipment upon such golf course (and golf course easements as set forth herein), the usual and common noise level created by the playing of the game of golf, together



with all of the other common and usual activities associated with the operation of a golf course. For any Lot, Site or other residential dwelling unit which shall abut a pond or lake in the Hunters Ridge Development and which as a result thereof, shall not have direct access to the golf course, there is created hereby a walkway easement over and across any Lot, Site or other area upon which a residential dwelling unit is located which shall constitute the nearest and most practicable route to the golf course for said owner. In the event of disputes among owners regarding the location of any such walkway easement the Association's Board shall establish the location of said walkway, which decision shall be binding upon all Lot, Site or other residential dwelling unit owners involved.

9.17 All purchasers of Lots, Sites or other residential dwellings units in the Hunters Ridge Development hereby consent to the irrigation of the golf course located within the Hunters Ridge Development with treated effluent, provided said effluent is emanated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Regulation.

9.18 The voting rights and procedures which are set forth in the Bylaws of the Association which are attached to the Master Declaration and recorded in the Public Records of Lee County, Florida, are hereby amended to the extent necessary to allow and implement the distinction of voting rights herein established between the Charter and Golf Members and the Social Members. The Charter and Golf Members are hereby expressly authorized to call meetings which relate solely to the operation and maintenance of the golf course without notice to the Social Members and the Social Members shall not be included in establishing whether or not a quorum is present for such meeting.

ARTICLE X  
GENERAL PROVISIONS

10.01 The Association shall maintain a littoral zone area of between ten percent (10%) to twenty percent (20%) between lakes and wetland preserves, and shall maintain a hydrological regime through the water management system on the properties for the purpose of enhancing the water quantity, quality and hydroperiod of the lakes and wetlands located on the properties.

10.02 Any awards for the taking of all or any part of the Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by the Association's Board. The balance of such awards, if any, shall be distributed to the Charter and Golf Members equally.

10.03 The covenants and restrictions of this Declaration shall run with and bind the properties, and shall inure to the benefit of and be enforceable by the Association's Board or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an affirmative vote by owners holding not less than sixty percent (60%) of the voting interests of the membership has been cast, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Association's Board and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses for litigation shall include reasonable attorneys' fees incurred by the Association's Board in seeking such enforcement.

10.04 Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

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

10.06 This Declaration may be amended at any time upon the affirmative vote of two-thirds (2/3) of the members of the Board of Directors and thereafter, by Owners holding not less than a majority of the voting interest of the

membership. Any amendment to this Declaration which would affect the surface water management system including the water management of the Common Areas or golf course, must have the prior approval of the South Florida Water Management District.

10.07 Whenever the singular is used it shall include the plural and the singular, and the use of any gender shall include all genders.

10.08 This Second Amended and Restated Declaration shall become effective upon its recording in the Public Records of Lee County, Florida. Official copies of the Master Declaration documents are made available via email to all owners/members upon written request.

#### ARTICLE XI ASSESSMENT OBLIGATIONS AND FORECLOSURE

The record owner of legal title of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while the Owner. Multiple owners are jointly and severally liable. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot for which the assessments are made, or by interruption in the availability of the Lot or the Common Area for any reason whatsoever. Except as provided in the following paragraph, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

A first mortgagee that acquires title to a Lot through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Association has been named as a defendant in the initial complaint, shall be liable for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Association the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Fla. Stat., may be amended from time to time. The foregoing sentence pertaining to entitlement to limited liability

shall not be construed to negate the authority of a court order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c) or grant other relief that may be found to be applicable under federal or state law.

EXHIBIT "A"  
LEGAL DESCRIPTION

All of plat known as HUNTERS RIDGE, according to plat thereof recorded in Plat Book 41 Pages 1 through 13 inclusive, Public Records of Lee County, Florida.

EXHIBIT "B"  
LEGAL DESCRIPTION

All of the plats known as HUNTERS RIDGE NORTH, according to plats thereof recorded in the following:

HUNTERS RIDGE NORTH, Unit One, Plat Book 58 Pages 7 through 9 inclusive, Public Records of Lee County, Florida;

HUNTERS RIDGE NORTH, Unit Two, Plat Book 61, Pages 44 through 49 inclusive, Public Records of Lee County, Florida;

HUNTERS RIDGE NORTH, Unit Three, Plat Book 64, Pages 46 through 50 inclusive, Public Records of Lee County, Florida;

HUNTERS RIDGE NORTH, Unit Four, Plat Book 66, Pages 77 through 79 inclusive, Public Records of Lee County, Florida;

HUNTERS RIDGE NORTH, Unit Five, Plat Book 75, Pages 1 through 10 inclusive, Public Records of Lee County, Florida.

EXHIBIT "C"  
LEGAL DESCRIPTION

The land described in the Quit Claim Deed recorded at Instrument #2012000172078 on August 6, 2012, Public Records of Lee County, Florida, and also identified as:

Parcel I.D. 06-48-26-B3-0010G10CE  
Part of Tract G Hunters Ridge  
Plat Book 41, Pages 1 through 13, Sewer Treatment Plant 12760 Fox Ridge Drive, Bonita Springs, Florida 34135