

New Revised 2003



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APPENDIX

Scott Ellis

Clerk Of Courts, Brevard County

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EXHIBIT A

ARCHITECTURAL PLANNING CRITERIA

Pages 19-26

HUNTERS RUN SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 31st day of December, 1985, by Hugh L Smith and Charlene Smith, which declares that the real property hereinafter referred to as "Hunters Run" which is owned by the Hunters Run Property Owners Association ("HRPOA") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

I. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Brevard County, Florida, and comprises all the parcels, platted or unplatted within or upon the property as legally described in Exhibit "B" attached hereto.

Section 2. Additional Property. Such additional property, lots, units, or parcels as HRPOA, its successors or assigns, may from time to time designate as being subject to this Declaration by the placing of record an instrument executed with formalities of a deed, making such designation, it being specifically understood that said designation may, in HRPOA's sole discretion, apply to all or any part of this Declaration, and in addition, that this Declaration may apply in full, in part, as modified, or as amended to any additional property, lots units, or parcels designated by the HRPOA as being subject hereto.

II. DEFINITIONS

1. ARC -Refers to the Architectural Review Committee as set forth in Article VIII.
2. Architectural Planning Criteria - refers to the criteria set forth in Exhibit "A" attached

here to which the ARC shall enforce with respect to development of any Lot.

3. **Assessment** - means a share of the funds required for payment of common expenses of the Owners which, from time to time is assessed against a Lot and all other sums which may be assessed against a Lot of which may be required to be paid by any Owner to the Association pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association.

4. **Association** - means Hunter's Run of Brevard Homeowner's Association, Inc., a Florida Corporation not-for-profit, its successors and assigns, which is the corporate entity responsible for the operation of Hunter's Run Subdivision.

5. **Board or Board of Directors** - mean the Board of Directors of the Association.

6. **Common Area** - refers to all property within the Subdivision which is not platted into Lots, which property is described in Exhibit "C" attached hereto, and which property is owned by the Association for the common use of the owners.

7. **Covenants and Restrictions** - refers to all covenants and restrictions contained in the Declaration.

8. **Declaration** - means this instrument, as it may be amended from time to time.

9. **Horse Barn** - shall mean that barn to be constructed by Developer in the Common Area as shown on Exhibit "D" attached here to and made a part thereof.

10. **Horse Stall** - shall mean each stall within the Horse Barn as shown on Exhibit "B" attached here to and made a part hereof.

11. **Lot** - refers to the plots of land shown upon the recorded subdivision map of the Subdivision Property with the exception of the Common Areas and the Horse Barn and Horse Stall and specifically refers to Lots 1 through 21, inclusive, of Hunters Run, according to the Plat thereof.

12. **Owner** - means the record owner(s) of a Lot.

13. Plat - refers to that Plat of Hunters Run subdivision containing the Subdivision Property, sand Plat being recorded at Plat Book 32, Page 28, Public Records of Brevard County, Florida.

14. Subdivision Property - means all the land within the Subdivision, including all Lots, the Horse Barn, horse Stalls and Common Areas, as described in Exhibit "B" attached hereto and as shown on the Plat.

III. PROPERTY RIGHTS

Section 1. Title to Common Area. The Common Area of the Subdivision shall be those portions of the property designated as Tracts "B" as described in the Plat of the Subdivision and shall include any pool, tennis court, show ring, club house, equestrian trail and stable thereon. Said Common Area shall be owned by the Association for the benefit of the Lot Owners as defined in this Declaration and shall be subject to the rights of the Owners as defined herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Association; and subject to the unlimited and unrestricted use of said streets and road.

B. All provisions of this Declaration, any plat of all or any part or parts of the Subdivision Property and the Articles of Incorporation and ByLaws of the Association.

C. The right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purpose and subject to such conditions as may be agreed to by the Owners. No such sale, dedication or transfer shall be effective unless 2/3's of the members sign and record an instrument agreeing thereto.

D. **Restrictions, reservation and easements which have been placed of record prior to the formation and filing here.**

Section 3. **County Right-of-Ways.** The Association shall landscape and maintain any unpaved portion of any Brevard County right-of-way on the Subdivision Property in an aesthetically pleasing condition.

Section 4. **Light Maintenance.** The Association shall maintain lighting on all the streets, within the Subdivision Property, at the entrance to the Subdivision Property. Such lighting shall be adequate to meet Brevard County requirements.

Section 5. **Horse Stalls.** The Association may rent or lease horse stall to members only. Rental fees to be determined at time of rental request. Horse stalls being used for storage may not contain hazardous materials or items which are prohibited or illegal. Members who board horses in the stalls must provide proof of insurance and appropriate health certificates prior to occupancy, and pay additional costs associated with lighting, electrical equipment and maintenance due to occupancy. Any additions, improvements or changes to horse stalls must be approved by the ARC and funded by the member desiring the changes. It is the members responsibility to keep the rented horse stall in a clean, presentable manner, with bedding, sawdust, etc., out of view. Stall waste must be disposed of on a regular basis; and the horse trailers parked in a manner consistent with good order.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Every person or entity who is a record fee simple Owner of a Lot, at all times as long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be

appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. The Association shall have only one class of voting membership:

Membership shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. When more than one person holds an interest in any Lot and such persons cannot jointly agree as to how the vote should be cast, no vote shall be allowed with respect to such Lot.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within Hunters Run, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, 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 any annual Assessments or charges and any special Assessments for capital improvements or major repair; such Assessments to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from the due date at the highest rate allowed by law and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(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 streets and roads or Common Areas or abandonment of the same.

Section 2. Purpose of Assessments. The annual and special Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Hunters Run, and in particular, for the improvement and maintenance of

Common Areas (including any equestrian trail, pool, tennis court, show ring, clubhouse and stable) and any easement in favor of the Association, including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. **Members Approval of Annual Assessments.** Assessments set by the Board must be approved by simple majority of members of the Association present at the meeting called to approve such Assessments.

Section 4. **Uniform Rate of Assessment.** All regular and special Assessments shall be at a uniform rate for each Lot in Hunters Run and may be paid quarterly or as determined by the members. Participation in Work Parties shall not obviate the requirements to pay annual or special assessments.

Section 5. **Special Assessments for Capital Improvements and Major Repairs.** In addition to any annual Assessments, the Board may levy in any assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and setting the purpose of the meeting.

Section 6. **Date of Commencement of Annual Assessments: Due Date.** The Assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any Assessment shall be payable in advance in monthly installments.

Section 7. 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 Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the members of the Association. Written notice of the Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, 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 certification shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such Assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such Assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the Assessment is levied.

If the Assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the Assessment shall bear interest from the date of delinquency at the highest rate allowed by law and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and a suit on the personal obligation against the Owner(s), and there shall be added

to the amount of such Assessment, the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgement is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the Assessments 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 a bank, life insurance company, Federal or State savings and loan associations, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

Section 10. Exempt Property. All property except that which is legally platted into individual lots shall be exempt from assessments.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling shall be exempt from said assessments, charges or liens.

VI. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty and/or quality of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters down spouts, exterior building surfaces and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If not allocation is made, the cost of such maintenance shall be assessed against members of the Association in a uniform manner. The horse stall maintenance assessment shall be considered part of the annual or special assessments. The exterior maintenance Assessments shall not be considered part of the annual or special Assessments. Any exterior maintenance Assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other Assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V herein above.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

Section 4. Work Parties. In order for Hunters Run to remain a beautiful oasis of natural tranquility at minimal cost, members are encouraged to spend at least two days per annum attending work parties or their equivalent. Work parties are announced in the Officers Comments section of quarterly statements with regard to dates and times. Area maintenance or improvement may be performed individually with the approval of any Officer with regard to the work to be performed. Reimbursement will be made only to the extent of expended materials or supplies. Non-participation in work parties will result in a \$100 special assessment at year end; while participation

one time will reduce the special assessment to \$50.

VII. HORSE BARN AND HORSE STALL MAINTENANCE ASSESSMENTS.

Section 1. Maintenance. In addition to maintaining the Common Areas, the Association shall also be responsible for maintaining any Horse Barn and Horse Stall requiring same, together with any improvements thereon. The Association shall keep said property, including but not limited to, the roof, walls, flooring, plumbing, electrical, water and feed bins in a safe and usable condition for the benefit of the Horse Stall Owners.

Section 2. Assessments of Costs. The cost of such maintenance shall be assessed against the Horse Stall Owners or Horse Stalls upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The Assessment shall be apportioned among the Horse Stalls involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the Assessment shall be uniformly assessed against all of the Horse Stall Owners or Horse Stalls in the affected area. The Horse Stall maintenance Assessments shall not be considered part of the annual or special Assessments. Any horse Stall maintenance Assessment shall be a lien on any Lot(s) owned by the owner of the Horse Stall so assessed and the personal obligation of said Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection as provided for the other Assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V herein above.

VIII. ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or

other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration to any such improvement or structure 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 Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit A, as the same may from time to time be amended.

Section 2. Architectural Review Committee. The architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee (the ARC) which shall consist of a minimum of three (3) Association members. The members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. Any member of the Board may serve on the ARC, and the Board itself may serve as the ARC. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

Section 3. Powers and Duties of the ARC. The ARC shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provision of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present

and voting.

B. To grant, upon request of any Owner, variances from any of the covenants and Restrictions contained herein when it appears to the ARC that:

(i) such variance is not contrary to the overall architectural and developmental scheme of Hunters Run.

(ii) the value of any Lot neighboring the Lot upon which the variance is requested will not be materially diminished.

Section 4. Purpose of the ARC. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the subdivision. The ARC shall review all plans for said improvements it being the intent of the Association to provide for sound and an esthetically pleasing development of the subdivision. The ARC shall assure itself of the soundness of the proposed improvements, in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography, and conformity to the Restrictive Covenants imposed hereunder.

Section 5. Procedure before the ARC. Prior to the Commencement of any work on the premises contemplated for improvement an applicant must submit to the ARC two complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application for fees as may then be required by the ARC and such additional information as required by this Declaration. No later than thirty (30) days after receipt of said plans and specification, the ARC shall respond to the application in writing by approving said application, or

disapproving said application. In the event the ARC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. In the event of approval of said plans and specifications, the applicant shall provide the ARC with written notice of the completion of the staking of the property. Not further work shall be performed upon the property until the ARC has inspected the premises and approved said stakeout. In the event the ARC fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays), after receipt of said notice, said work shall be deemed approved, and this requirement shall be deemed waived by the ARC.

IX. RESTRICTIONS

Section 1. Residential Use. The Property subject to these covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial garage sales may be conducted on any part thereof. No building or other improvement shall be erected upon any Lot within prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof, is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Hunters Run.

Section 2. No Temporary Buildings. No tents, trailers, van, shacks, tanks, or other temporary buildings or structures shall be erected or permitted to remain on any Lot.

Section 3. Detached Structures. Permanent detached or accessory buildings and structures may be erected on a Lot only with the express written approval of the ARC.

Section 4. Antennas. Placement of any aerial or antenna including dish antenna must be approved in writing by the ARC, taking into account criteria such as, but not limited to, visibility from the street and interference with the reception of any neighboring aerials or antenna.

Section 5. Boats and Motors Vehicles. No boats, trailers, recreational vehicles or commercial vehicles except passenger vehicles in good working order shall be visible from the street or parked on the street.

Section 6. Trees. No tree or shrub, the trunk of which exceed two (2) inches in diameter shall be cut down or otherwise destroyed without the prior express written consent of the ARC.

Section 7. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARC.

Section 8. Automobile Storage Areas. No automobile garage shall be enclosed or converted to other use. No carports shall be permitted and all garages shall be at least 22 feet wide by 20 feet deep. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers. No garage door opening may face the street.

Section 9. Clothes Drying Areas. No portion of any Lot shall be used as a drying or hanging area for laundry or any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on the Lot.

Section 10. Fences and Walls. Composition, location, and height of any fence of all to be constructed on any Lot shall be subject to the approval of the ARC. Barbed wire, chicken wire, and

any other such wire fences (excluding chain link) shall not be permitted.

Section 11. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARC. Seeding and/or sprigging shall be permitted in the rear yards. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all lots.

Section 12. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

A. The Real Estate Agency contacted to sell a member's property may place one professional sign advertising the property for sale. This sign is not to exceed six square feet.

B. Members who desire to sell their property may display one professional sign advertising the property for sale.

C. One "open house" sign may be displayed during any time the homeowner or designated representative is in attendance.

D. The sign and design of all signs shall be subject to approval by the ARC.

Section 14. Pets. No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats, fish and pet birds, which must be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets must be kept under control at all times and must not become a nuisance by barking or other

acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows closed.

Section 15. Storm Protection. There shall be allowed storm protection only in the event of and during the period of time of a storms likely to cause damage to the house.

Section 16. Topography. There shall be no change in the topography of the Lot either for construction or landscaping without permission of the ARC.

Section 17. No window or wall air conditioning units shall be permitted.

Section 18. No exterior stairways shall be permitted.

Section 19. Rentals. Homeowners may rent their property only in its entirety and only to one or more persons related to each other in the first degree, only upon written approval of the Board of Directors.

Section 20. Lamp post and Lighting. All dwellings shall have an outside post-mounted security light (lamp-post) operationally maintained by the owner. The design and location of the lamp-post must be approved by the ARC. All lamp-posts shall have an automatic timer or photo cell and shall be lighted during all hours of darkness.

Section 21. Miscellaneous. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growth or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in or screened in areas so that they shall not be visible from adjoining Lots or public areas.

Section 22. Sheds to be approved and constructed according to ARC Guidelines.

X. GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to their 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 instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to charge or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association 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 and 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 and Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement.

Section 2. Notices. Any notice 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.

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force

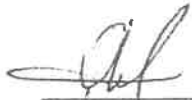
and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

Section 5. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

In witness whereof, the Hunter's Run Property Owners Association has caused these presents to be executed as required by law on this, the date and year written.

Hunters Run Association by:



Phil Spindler, Vice President



Ed Motyka, Treasurer

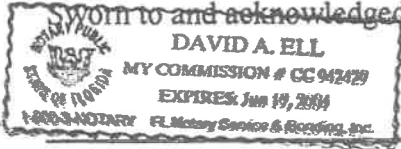


Virginia Johnson, Secretary



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Sworn to and acknowledged before me this 30 day of December, 2002..






Notary Public

Signed, sealed and delivered
in the presence of






State of Florida
County of Brevard

Hunter's Run Property Owners
Association by



David A. Ell, President

Sworn to and acknowledged before me this 14th day of January, 2003



Linda Skipper



Saw 02
DEPUTY CLERK per F.S. 695.03/92.50
Scott Ellis, Clerk
Brevard County, Florida

New Revised 2003

EXHIBIT A
Architectural Planning Criteria

WHEREAS, the forgoing Declaration of Covenants and Restrictions for Hunters Run Subdivision provides that Hunters Run Property Owners Association ("The Association") form a committee known as the Architectural Review Committee (the "ARC"), and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Hunters Run provides that the Board of Directors of Hunters Run of Brevard Homeowner's Association, Inc., (the "Association") on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Hunters Run which criteria are to be set forth in writing and made known to all owners and all prospective owners in Hunters Run:

NOW, THEREFORE, the Board of Directors has appointed a committee to be known as the ARC and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for Hunters Run, and the Board of directors of the Association, upon recommendation of the ARC does hereby adopt the following Architectural Planning Criteria:

1. It is the plan of the Association to develop Hunters Run into a highly restricted community of quality homes using predominately rough sawn wood siding, brick, stone, or stucco exterior and roofs. Other material will be considered but must be compatible with the above and must be approved by the ARC. The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the restrictive covenants imposed hereunder.

2. **Building Type.** Not building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing not less than 1800 square feet of livable enclosed floor area "under air" in a two bedroom house; 2,000 square feet of livable enclosed floor area "under air" in a three-bedroom house; or 1,200 square feet on the ground floor in a two story dwelling all exclusive of open or screen porches, terraces, and garages.

3. **Garages** shall not exceed thirty (30) feet in height from the highest point of elevation on said lot, must be enclosed, and must accommodate not less than two (2) nor more than four (4) cars with a minimum width of 22 feet and a minimum depth of 20 feet. Garages must be approved by the ARC as to use, location and architectural design, no garage, tool, or storage room may be constructed separate and apart from the main residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

All plans must be quarter-inch scale drawn in a professional manner and shall include the following:

(a) An accurately drawn and dimensional plot plan showing all building setbacks, easements, drives and walk. Drawn to scale: 1" equals 20'.

(b) Foundation plan, floor plan, and exterior elevations of buildings -- as they will actually appear after all backfilling and landscaping is done -- from the ground up. Drawn to 1/4 " Scale.

(c) Actual samples of all materials such as roofing, siding, brick, etc., as well as exterior color schemes must be submitted for approval.

4. **Building and Construction Approval.** All builders or contractors must be approved by the ARC. Any construction done in Hunters Run by an builder or contractor even though the builder or contractor has been approved by the ARC which is done in a poor and unworkmanlike manner may be stopped by the ARC, and further work on the job will cease until the work has been

corrected to the satisfaction of the ARC. Each owner or his assigns by purchasing property in Hunters Run hereby gives his permission to the ARC or its representative to inspect the work being done on his property at such reasonable time and manner so as to assure conformity with these guidelines and restrictions.

5. **Layout.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARC. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

6. **Exterior Color Plan.** The ARC shall have final approval of all exterior color plans and each Owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms to the natural color scheme of Hunters Run.

7. **Roofs.** There shall be no exposed flat roofs or roof pitches less than five feet by twelve feet except porches, patios, and flared eaves. There shall be a minimum roof overhang of 18 inches unless approved by the ARC. No gravel roofs shall be allowed on any residential building.

8. **Block.** There shall be no exposed block

9. **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of at least eighteen (18) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARC, all driveways must be constructed with concrete or brown river rock. All driveway entrances must have a culvert pipe installed beneath the pavement for

drainage, as shown in a typical lot layout. All construction must meet Brevard County building requirements.

10. **Signs.** No sign of any kind shall be displayed to the public view on any lot except for the following:

(a) The exclusive sales agent for the original builder of a single family residence on any Lot(s) may place one professional sign advertising the property for sale; not to exceed six (6) square feet in size. The size and design of the sign must be approved by the ARC.

(b) Members desiring to sell their property without the use of a Realtor may display one professional sign advertising the property for sale. A sign displaying "Open House" may be displayed during any time the property owner or his designated representative is in attendance. The size and design of all signs shall be subject to approval by the ARC.

11. **Games and Play Structures.** All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the real line of the residence constructed thereon, and any; such structure must have prior approval of the ARC.

12. **Fences and Walls.** The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARC. The ARC shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

13. **Landscaping.** A Landscaping Plan for each lot must be submitted to, and approved by, the ARC. All developed lots are required to have installed a standard underground sprinkler

system on the entire lot, including that portion of the Lot between the street pavement and the right of way line, and excluding, if desired by the member, a natural buffer zone at the rear of the lots bordered by roads, shall be irrigated and maintained. The optional natural buffer zone shall be maintained in a manner consistent with security and filtering out road dust, and not presenting a fire hazard during dry weather conditions. The front and side yards shall be fully sodded, while sod is required to 50' beyond the furthest point of the house at the rear. It shall be the goal of the ARC, in the approval of any landscape plan and layout plan, to preserve all existing trees and as much of the natural landscape as possible.

14. **Swimming Pools and Tennis Courts.** Any swimming pool or tennis court to be constructed on any lot shall be subject to the approval of the ARC. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting and must be approved by the ARC.

If one owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARC. It shall be the intent of the ARC to screen any such use from public view.

15. **Garbage and Trash Containers.** No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers, and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARC shall require to be constructed with each dwelling.

16. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either

temporarily or permanently.

17. **Removal of Trees.** In reviewing building plans, the ARC shall take into account the natural landscaping such as trees, shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above the natural grade shall be cut or removed without approval of the ARC, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

18. **Window Air Conditioning Units.** No window or wall air conditioning unit shall be permitted.

19. **Mailboxes.** Installed mailboxes and newspaper boxes are to be consistent with the general decor of the improved property and must be approved by the ARC. If and when the United States mail service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owners, on the request of the ARC, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

20. **Sight Distance at Intersection.** No fence, wall hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

21. **Utility Connections.** Building connections for all utilities, including, but not limited

to, water, electricity, telephone, and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

22. **Set Back Lines.** Since the establishment of standard inflexible building set back lines for location of houses on lots tends to force constructions of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, preservation of important trees. Seventy (70) feet set back lines are established by the Declaration. In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of large trees and similar considerations, the ARC shall have the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon the Property and the additions; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommended a specific site.

23. **Sheds.** Guidelines for sheds are as follows:

- (a) Hunters Run ARC approval must be obtained prior to construction
- (b) Location of shed must be submitted to the Hunters Run ARC for approval
- (c) A county permit must be obtained and is required
- (d) Shed must be constructed on a concrete slab in accordance with county regulations
- (e) Roofing material, roof pitch and color must match the house
- (f) Paint color must match the primary house
- (g) Dimensions can be an 8x10 foot or 10x12 foot single story building as depicted on

attached plans

(h) Shed must be located in the backyard behind the house out of view as much as possible, and must not obstruct the view from the adjacent property

(i) Prefabricated buildings are not allowed. Shed must be custom built

(j) Shed must be 15' from the rear property line in accordance with county regulations

(k) Utilities are optional and must be installed underground

(l) Shed is limited for residential storage only

24. Waiver of Minor Violations. Where an improvement has been erected or the construction thereof is substantially advanced and it is situated on any lot in such a manner that same constitutes a violation or violations of any of the Declaration, the ARC shall have the right at any time to release such lot or portions thereof from such part of the provision of said Declaration as are violated, provided, however, that said ARC shall not release a violation or violations of any said Declaration except as to violations in its sole discretion, determines to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by the ARC that such violations or violations are minor.

25. Completion of work. To insure compliance with Deed Restrictions as well as completion of work, occupancy of new construction shall not be permitted without final approval of the ARC.

NO ALUMINIUM OR PREMANUFACTURED
SHEDS ARE PERMITTED

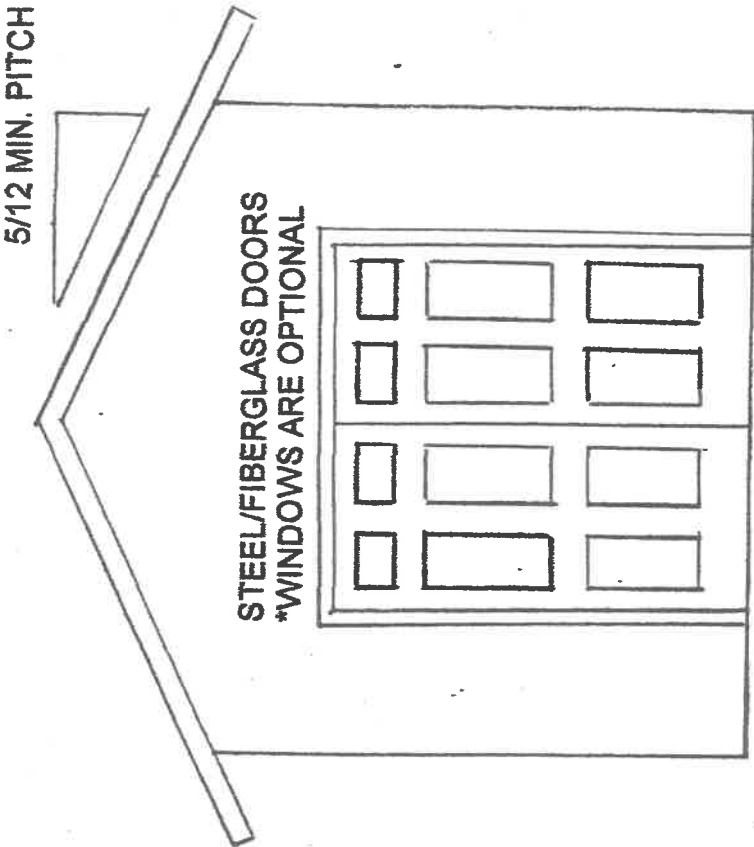
MIN. SIZE 8X10

DETAILED PLAN MUST BE SUBMITTED TO ARC FOR
APPROVAL BEFORE PLAN IS SUBMITTED TO THE
COUNTY FOR PULLING PERMIT

MAX. SIZE 10X12

ROOF SHINGLES TO MATCH HOUSE
WOOD/STUCCO SIDING PAINTED
TO MATCH HOUSE COLORS

5/12 MIN. PITCH



STEEL/FIBERGLASS DOORS
*WINDOWS ARE OPTIONAL

ROOF PER COUNTY SPECS

HURRICANE TIE DOWNS
AS PER COUNTY SPECS

WALLS 8'

CONCRETE SLAB AS PER COUNTY SPECS

16" OVERHANG

VINYL/ALUM
SOFFITS
(SAME AS HOUSE)