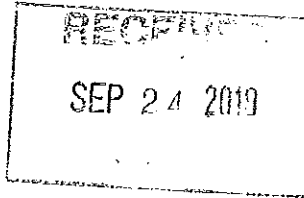


Prepared by and return to:

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INSTRUMENT#: 2010285350, O BK 20044
PG 1741-1746 08/24/2010 at 04:42:20 PM,
DEPUTY CLERK: AHOLTZMAN Pat Frank,
Clerk of the Circuit Court Hillsborough County

**SIXTEENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
HUNTER'S GREEN**

WHEREAS, written notice of a meeting of the Voting Representatives of Hunter's Green Community Association, Inc. to consider certain amendments to the Declaration (hereinafter "Declaration") was mailed to such representatives on April 23, 2010; and

WHEREAS, the meeting of the Voting Representatives of Hunter's Green Community Association, Inc. was held on June 10, 2010; and

WHEREAS, as of the date of the meeting, the total number of votes of such representatives was 46,088 and a quorum was present at said meeting; and

WHEREAS, sufficient votes were cast in favor of the amendments identified below; and

WHEREAS, the Declaration was recorded October 8, 1987, in Official Record Book 5243, Page 1979 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration by instrument recorded in Official Record Book 6722, Page 1059, by that certain Second Amendment to the Declaration by instrument recorded in Official Record Book 7685, Page 480, by that certain Third Amendment to the Declaration recorded in Official Record Book 8006, Page 1776, by that certain Fourth Amendment to the Declaration recorded in Official Record Book 8254, Page 1451, by that certain Fifth Amendment to the Declaration recorded in Official Record Book 8381, Page 1608, by that certain Sixth Amendment to the Declaration recorded in Official Record Book 8574, Page 831, by that certain Seventh Amendment to the Declaration recorded in Official Record Book 9403, Page 594, by that certain Eight Amendment to the Declaration recorded in Official Record Book 09714, Page 0548, by that certain Ninth Amendment to Declaration recorded in Official Records Book 10622, Page 268, by that certain Tenth Amendment to the Declaration recorded in Official Records Book 11063, Page 1818, by that certain Eleventh Amendment to the Declaration as recorded in Official Records Book

12477, Page 1748, and by that certain Twelfth Amendment to the Declaration as recorded in Official Records Book 13666, Page 0905, and by that certain Thirteenth Amendment to the Declaration as recorded in Official Records Book 14618, Page 1837; and by that certain Fourteenth Amendment to the Declaration as recorded in Official Records Book 18357, and by that certain Fifteenth Amendment to the Declaration as recorded in Official Records Book 19276, Page 1298, all of the public records of Hillsborough County, Florida

I. WHEREAS, the following proposed amendment to the Declaration was approved by 36,613 votes cast in favor of the amendment and 4,909 votes cast against the amendment. Said Declaration is amended to read as follows:

Article VII, Sections 1 and 9 of the Declaration are amended to read as follows:

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Residential Unit, Residential Property, Commercial Condominium Unit, Membership Recreational Facilities or Commercial Property shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) annual assessments, (2) special assessments and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. An Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the owner of the Residential Unit, Residential Property, Commercial Condominium Unit, Membership Recreational Facilities or Commercial Property. An Owner is jointly and severally liable with the previous Owner of the Residential Unit, Residential Property, Commercial Condominium Unit, Membership Recreational Facilities or Commercial Property for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner. Notwithstanding the foregoing, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Residential Unit, Residential Property, Commercial Condominium Unit, Membership Recreational Facilities or Commercial Property by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: the unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been

received by the Association for that Residential Unit, Residential Property, Commercial Condominium Unit, Membership Recreational Facilities or Commercial Property for which payment in full has not been received by the Association or one (1%) percent of the original mortgage debt. This limitation on first mortgagee liability applies only if the first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgage foreclosure action. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or Restricted Common Property or by the abandonment of the property against which the assessment was made. In the case of co-ownership of Residential Unit, ~~or~~ Residential Property; or Commercial Condominium Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date due (being the dates specified in Section 5 hereof) then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. ~~The obligation of the Owner to pay such assessment, however, shall remain his personal obligation.~~ The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value of a Residential Unit, Residential Property, Commercial Condominium Unit, Membership Recreational Facilities or Commercial Property unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record plus interest, late fees, costs of the lien and reasonable attorney's fees.

If the assessment is not received by February 5, the assessment shall bear interest from the date of February 1st at the rate of eighteen percent (18%) per annum, plus an administrative late fee of twenty-five (\$25.00) dollars and the Association may bring an action at law against ~~the Owner personally~~ any person or persons obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include the administrative late fee, interest on the assessment as above-provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

II. WHEREAS, the following proposed amendment to the Declaration was approved by 41,522 votes cast in favor of the amendment and -0- votes cast against the amendment. Said Declaration is amended to read as follows:

Article VIII, Section 1, Subsection J of the Declaration is amended to read as follows:

S. Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, yard, Common Property, Restricted Common Property, Commercial Property, Residential Condominium Property, Commercial Condominium Property, Membership Recreational Facilities, or common area within a Neighborhood, or from any window or tree, unless express prior written approval of the size, shape and content and location has been obtained from the DRB, which approval may be withheld at its sole discretion, provided that the DRB has used the then existing Design Review Criteria as a standard for approval. If after demand and reasonable notice to Owner, such Owner has not removed an unapproved sign, the Association may, through a representative, enter the Owner's premises, but not the dwelling, and remove such sign without liability therefor. Declarant hereby grants a license to the Association for such purpose. This section shall not prohibit a sign for a security system installed consistent with applicable law. Notwithstanding the foregoing, the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Property.

III. WHEREAS, the following proposed amendment to the Declaration was approved by 40,300 votes cast in favor of the amendment and 1,222 votes cast against the amendment. Said Declaration is amended to read as follows:

Article VIII, Section 1, Subsection K of the Declaration is amended to read as follows:

K. Portable Storage Unit. A portable storage unit (i.e. PODS and similar storage units) may be placed on driveways for a time period not to exceed five (5) days in any twelve (12) month period.

IV. WHEREAS, the following proposed amendment to the Declaration was approved by 41,522 votes cast in favor of the amendment and 0 votes cast against the amendment. Said Declaration is amended to read as follows:

Article IX, Section 2, Subsection C, sub-section 1 of the Declaration is amended to read as follows:

1. The Declarant has established Design Review Criteria for all construction, other improvements and landscaping to which this Article applies and uniform procedures for the review of applications submitted to it. These criteria and procedures shall be published in the Design Review Criteria. These standards may be modified from time to time in the manner provided by the By-Laws of the Association, provided such modifications are not inconsistent with this Declaration, the Ordinances of the City of Tampa or other instrument of record among the public records of Hillsborough County, Florida.

V. WHEREAS, the following proposed amendment to the Declaration was approved by 35,223 votes cast in favor of the amendment and 6,299 votes cast against the amendment. Said Declaration is amended to read as follows:

Article XVI, Section 15 of the Declaration is amended to read as follows:

Section 15. Administrative Application Fee. Upon transfer of title, lease or rental of any Residential Unit, there shall be paid an administrative fee to the Master Association in an amount set annually by the Board of Directors of the Master Association. No new owner, tenant or lessee of a Residential Unit shall be entitled to use the Recreational Areas or granted access bar codes until the administrative fee has been paid. For purposes of this Section 15, a Residential Unit is deemed to be leased or rented when it is occupied and used for Residential Purposes while the owner of that Residential Unit resides elsewhere. A property is deemed to be leased or rented when it is occupied and used for residential purposes.

VI. WHEREAS, the following proposed amendment to the Declaration was approved by 38,592 votes cast in favor of the amendment and 2,930 votes cast against the amendment. Said Declaration is created to read as follows:

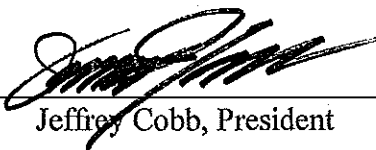
Article XVI, Section 16 of the Declaration is created to read as follows:

Section 16. Compliance by the Institutional Lender. Any Institutional Lender who holds any mortgage on any Residential Unit, Residential Property, Commercial Condominium Unit, Commercial Property, Membership Recreational Facilities, or Commercial Condominium Property, which is in violation of this Declaration, shall be responsible for compliance with this Declaration upon the filing of a lis pendens and/or any action the purpose of which is to foreclose upon the mortgage or similar instrument that secures debt upon the Residential Unit, Residential Property, Commercial Condominium Unit, Commercial Property, Membership Recreational Facilities, or Commercial Condominium Property. Upon the filing of a lis pendens and/or any action the purpose of which is to foreclose upon the mortgage or similar instrument that secures debt upon the Residential Unit, Residential Property, Commercial Condominium Unit, Commercial Property, Membership Recreational Facilities, or Commercial Condominium Property, it is the responsibility of each Institutional Lender to maintain the Residential Unit, Residential Property, Commercial Condominium Unit, Commercial Property, Membership Recreational Facilities, or Commercial Condominium Property in accordance with the provisions of this Declaration. The responsibility for compliance with this Declaration of an Institutional Lender shall be effective only during periods of time that the Residential Unit, Residential Property, Commercial Condominium Unit, Commercial Property, Membership Recreational Facilities, or Commercial Condominium Property is vacant and in foreclosure by the Institutional Lender. In all instances, the responsibility of the Institutional Lender shall remain until such time as the

Residential Unit, Residential Property, Commercial Condominium Unit,
Commercial Property, Membership Recreational Facilities, or Commercial
Condominium Property is sold or transferred to a new Owner, or the foreclosure
action described herein is dismissed.

**CODING: The full text to be amended is stated: Deleted words are striken-through. New
words to be inserted are double underlined.**

HUNTER'S GREEN COMMUNITY
ASSOCIATION, INC.

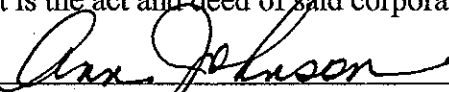
By: 
Jeffrey Cobb, President

Attest:


Dolores Claassen, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10 day of August,
2010, by Jeffrey Cobb, President and Dolores Claassen, Secretary, of Hunter's Green
Community Association, Inc., who are personally known to me, who did take an oath under the
laws of the State of Florida, who executed the foregoing Certificate of Amendment to the
Declaration and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned, and that they affixed thereto the
official seal of the corporation, and the said instrument is the act and deed of said corporation.


Notary Public/State of Florida at Large

