

**HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.
MINUTES OF SPECIAL MEETING
OF
VOTING REPRESENTATIVES**

The Special meeting of the Voting Representatives for Hunter's Green Community Association, Inc. ("Association"), called pursuant to the Bylaws of the Association, was called to order at 7:00 p.m. on Thursday, June 10, 2010 by HGCA President, Jeff Cobb. The President confirmed that a quorum had been met and therefore the meeting may continue.

The following Directors were introduced: Liz Wortley, Vice President/Director; Dee Claassen, Secretary/Director and Directors Tom O'Shaughnessy and Howard Baughman. He noted that Doug Bartley, Treasurer/Director and Director Bill Crusselle were unable to attend the meeting. He also introduced Attorney Tishia Dunham (Bush Ross P.A.), Association Manager, Ann Johnson and Compliance Coordinator, Rhonda Coy.

Resident attendees other than Voting Representatives included: Osprey Pointe residents Ann F. Smith and Wayne Crawford, and Fox Chase resident Jerry McGinty.

The President called upon the Secretary, Dee Claassen, to call the Roll and certify the proxies. The names of the neighborhood associations and corporate entities were called and it was confirmed that all present had received a ballot. A schedule of the available votes is attached and incorporated by reference into the Minutes. The community had a total of 46,088 votes as of June 10, 2010. A total of 41,522 votes were represented at the meeting either by proxy or by attendance.

The Voting Representatives who responded to the Roll Call included:

Cypress Ridge - Liz Malyszek
Esprit - William Owen
Fox Chase - Brian Day
Hampshire - Michael Conley
Hampton on the Green - Don Rourke
Heather Downs - Al Donn
Heritage Oaks - Dan Plager
Lakeside - Craig Doupnik
Laurel Ridge - Michael Delman
Lockwood Links - Andrew Cohen
Oak Crest - Delores Norman
Oak Trace - Susan Velazquez
Osprey Pointe - Gary Smith
Parkside - Richard Vergauwen
Pinnacle - Jeff Bransford
Quail Creek - Adam DeLuca
Stonebridge - Gianmarco Salzano

Voting Representatives not in attendance and represented by Limited Proxy with ballot included:

Brookfield - Zelko Kirincich
Magnolia Chase - Gary Wiest
Nathan's Court - Patty DeBlock
Waterforde - Theresa Thiele
Wynstone - Gary Hedine
Hunter's Green Country Club - William Crusselle
The Highlands @ Hunter's Green - Geoffrey Freeman
Life Pointe Church - Paula Blair

Voting Representatives who did not attend nor provide a proxy:

Deer Creek - Daniel Maddox
Bright Horizons Children's Center - Steven Drier
Sun Trust Bank - Rene Alfonso
The Vinings @ Hunter's Green - Jeff Casey
Professional Park @ Hunter's Green - James DeRiso

The Secretary then confirmed that notice of the meeting was mailed to all registered Voting Representatives on April 23, 2010.

A motion was made, seconded and unanimously approved to confirm, ratify and accept the Minutes for the August 11, 2009 meeting of the Voting Representatives.

The President further advised the Representatives that the Master Board of Directors is requesting approval to have recorded a Sixteenth Amendment to the Hunter's Green Declaration of Covenants, Conditions and Restrictions which would include an amendment of Article VII Sections 1 and 9; an amendment of Article VIII Section 1 subsection J; the creation of Article VIII Section 1 subsection K; an amendment of Article VIII Section 1 subsection Q; an amendment of Article VIII Section 1 subsection W; an amendment of Article IX section 2 subsection C subsection 1; an amendment of Article XVI Section 15 and the creation of Article XVI Section 16. He further noted that Article XVI Section 2 of the deed restrictions states that three-fourths (3/4) of the votes cast by the Voting Representatives at a duly called and held meeting must be favorable in order for an amendment to be passed. Given the number of votes available at this meeting, each proposed amendment must receive at least 31,142 favorable votes in order to be passed.

Mr. Cobb also advised that the Master Board of Directors is requesting approval to have recorded a change in the Bylaws of the Hunter's Green Community Association, Inc. The change would create Article 31 (Design Review Criteria). Section 25 (Amendments of Bylaws or Articles of Incorporation) indicates that

the Bylaws may be amended or added to by two-thirds (2/3) vote of the Voting Representatives present at any duly convened meeting of the Voting Representatives. Given the number of votes available at this meeting, the proposed change to the Bylaws must receive at least 27,654 favorable votes in order to be passed.

Further, the Representatives will be asked to vote on proposed policy changes which would provide owners additional options for sod/turf grasses. Any change approved would be community-wide and requires two-thirds (2/3) of the votes cast at this meeting to be favorable in order to be passed.

Each of the proposed amendments and changes were reviewed and a variety of questions were asked and answered. Mr. Cobb called for a written vote on each proposed amendment and change and the votes were tabulated by Ms. Johnson and Ms. Coy.

THE FOLLOWING VOTES WERE RECORDED:

Proposed Amendment Article VII Sections 1 and 9:

Number of votes in favor:	36,613
Number of votes opposed:	4,909
Status:	Approved

Article VII, Sections 1 and 9 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green 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 attorney's fee to be fixed by the court together with the costs of the action.

Proposed Amendment Article VIII Section 1 subsection J:

Number of votes in favor:	41,522
Number of votes opposed:	0
Status:	Approved

Article VIII Section 1 subsection J of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green is amended to read as follows:

J. 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.

Proposed Amendment Article VIII Section 1 subsection K:

Number of votes in favor: 40,300
Number of votes opposed: 1,222
Status: Approved

Article VIII, Section 1, subsection K. of the Declaration of Covenants, Conditions, and Restrictions of Hunter's Green 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.

Proposed Amendment Article VIII Section 1 subsection Q:

Number of votes in favor: 27,993
Number of votes opposed: 13,529
Status: Not Approved

Article VIII, Section 1, subsection Q. of the Declaration of Covenants, Conditions, and Restrictions of Hunter's Green is amended to read as follows:

- Q.** Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:
- (i) Cabanas appurtenant to a swimming pool as approved by the DRB, detached garages as approved by the DRB and gazebos as approved by the DRB;
 - (ii) Temporary structures used during periods of actual construction as approved by the DRB; ~~and~~
 - (iii) Temporary structures for use during social functions, as approved by the DRB, including, but not limited to, overnight tents in the backyard of a Residential Unit for Boy Scouts, Girl Scouts or slumber parties and similar activities approved by the DRB;

(iv) Temporary structures for use or used in connection with Member functions, golf tournaments, or other special events held at the Membership Recreational Facilities;

Proposed Amendment Article VIII Section 1 subsection W:

Number of votes in favor: 1,748
Number of votes opposed: 39,774
Status: Not Approved

Article VIII, Section 1, subsection W. of the Declaration of Covenants, Conditions, and Restrictions of Hunter's Green is amended to read as follows:

W. Trees. No trees ~~greater than three inches (3") in diameter at the breast height~~ shall be cut down or felled from the Properties removed without prior written approval of the DRB.

Proposed Amendment Article IX Section 2 subsection C 1:

Number of votes in favor: 41,522
Number of votes opposed: 0
Status: Approved

Article IX, Section 2, subsection C., subsection 1 of the Declaration of Covenants, Conditions, and Restrictions of Hunter's Green 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 Bylaws 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.

Proposed Amendment Article XVI Section 15:

Number of votes in favor: 35,223
Number of votes opposed: 6,299
Status: Approved

Article XVI, Section 15 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green 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.

Proposed Creation of Article XVI Section 16:

Number of votes in favor: 38,592
Number of votes opposed: 2,930
Status: Approved

Article XVI, Section 16 of the Declaration of Covenants, Conditions and Restrictions of Hunter's Green 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.

PROPOSED CHANGE IN BYLAWS: CREATION OF ARTICLE 31:

Number of votes in favor: 41,063
Number of votes opposed: 459
Status: Approved

Article 31 of the Bylaws of Hunter's Green Community Association, Inc. is created to read as follows:

31. Design Review Criteria. The Declarant has established Design Review Criteria for all construction, other improvements and landscaping and uniform procedures for the review of applications submitted to it. The Design Review Criteria may be modified, amended or deleted as follows: a proposed amendment to the Design Review Criteria shall be subject to approval in the same manner as an amendment to the Declaration. However, a proposed amendment to the Design Review Criteria which is intended to be applicable to less than all Neighborhoods shall require the prior approval of two-thirds (2/3) of the Board of Directors of each such Neighborhood, the approval of the majority of the DRB, and the approval of two-thirds (2/3) of the Owners of each lot within the subject Neighborhood, voting one vote per lot.

PROPOSED COMMUNITY-WIDE MODIFICATION TO EXISTING CRITERIA FOR TURF GRASS/SOD:

Mr. Cobb advised that the Association has received numerous requests from owners for approval of other types of turf grass that could be used throughout Hunter's Green as an option to the already-approved St. Augustine sod. One of the main concerns expressed is a need for a more drought-tolerant sod. After much research and consideration, the Board is presenting the options noted below for consideration. Any approvals to the proposed modifications are subject to the following:

- All owners have previously received approval for the use of St. Augustine sod and will not be required to replace the existing sod with another type. Regardless of the outcome of this vote, St. Augustine shall continue to be on the list of approved turf for Hunter's Green.
- If other type(s) of sod is approved for the community and an owner wishes to replace the existing St. Augustine sod with another approved type of sod, prior approval will be required from the Design Review Board.
- Other than the proposed change for homes abutting the golf course, more than one type of sod may not be used in a lawn.
- With respect to the Neighborhoods where the turf grass is maintained by the Neighborhood Association (Esprit, Nathan's Court and Oak Crest), prior approval will also be required from the Neighborhood Association Board of Directors.
- All Owners must rely upon their own expert's opinion with respect to the type of approved sod best suited for his or her property. Any new installations, and the maintenance thereof, shall be done in accordance with grower specifications. All lawns shall be maintained in compliance with Hunter's Green standards.

The proposed modifications include:

1. Should **Zoysia** turf grass be added as a turf grass which can be approved by the Design Review Board for use within Hunter's Green?

Number of votes in favor: 30,551
 Number of votes opposed: 10,971
 Status: Approved

2. Should **Bermuda** turf grass be added as a turf grass which can be approved by the Design Review Board for use within Hunter's Green?

Number of votes in favor: 26,101
 Number of votes opposed: 15,421
 Status: Not approved

3. **Homes located adjacent to or abutting the golf course:**
 Should **rear yards** which have a natural encroachment of Bermuda grass be considered to be in compliance if properly maintained in accordance with Hunter's Green standards and the Bermuda is contained within the rear yard?

Number of votes in favor: 39,434
 Number of votes opposed: 2,088
 Status: Approved

4. **Right-of-ways (area between curb and sidewalk):** Existing criteria calls for St. Augustine sod. Should an option to replace the St. Augustine sod with Zoysia (if approved as an optional turf grass) or dwarf Confederate Jasmine be approved by the Design Review Board?

Number of votes in favor:	26,204
Number of votes opposed:	15,318
Status:	Approved

No further action was taken at the meeting. The meeting was adjourned at 8:30 p.m.

Jeff Cobb
President/Director

Attest:

Dee Claassen
Secretary/Director

Liz Wortley
Vice President/Director

Howard Baughman
Director

Tom O'Shaughnessy
Director

CAM\WPDATA\Corporate\2010\Minutes\
Special Meeting Voting Representatives
June 10, 2010