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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
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**SECOND AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS OF THE
HUNTERS GROVE HOMEOWNERS' ASSOCIATION, INC.
(f/k/a HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC.)**

WHEREAS, the members of the Hunters Grove Homeowners' Association, Inc. f/k/a Hunters Greene Homeowners' Association, Inc., a Florida corporation, (the "Association") desire to amend the Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 4916, Page 973, Public Records of Polk County, Florida, the Amendment of Declaration of Covenants and Restrictions as recorded in Official Records Book 7230, Page 1156, the First Amendment of Declaration of Covenants and Restrictions as recorded in Official Records Book 5368, Page 0396, Public Records of Polk County, Florida, (referred to herein collectively as the "Declarations"), and

WHEREAS, the Association desires to comply with Chapter 720 of the Florida Statutes as it may be amended from time to time, said Declaration shall be amended as follows:

Amend Article III Section 1 to read:

Section 1. *Lien and Personal Obligation of Assessment.* Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

Amend Article III Section 8 to read:

Section 8. *Subordination of Assessment Lien to Mortgages.* The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any lot, even when the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a lot, except in the event of a sale or transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee shall be liable for the unpaid assessments which became due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less. However, any such remaining unpaid Assessments for which such mortgagee is not liable may be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

Amend Article IV Section 5 to read:

Section 5. *Right of Entry.* Each lot with a house or other improvement thereon, whether occupied or unoccupied, shall be maintained in good order and repair, clean and free from refuse, debris, unsightly growth, and any fire hazard. In the event any lot owner shall fail, neglect, or omit to trim or maintain any lot in the street line, or fail to keep clean and maintain any lot in the manner herein specified for more than ten days after having been given written notice to do so by the Association, addressed via registered or certified mail to such owner at his last known address, the Association, through its agents, employee and/or contractors, shall have the right to enter upon such lot for the purposes of remedying said defects and failures stated in said notice, and the expense of so remedying said defects shall be charged to the owner of such lot and shall become a lien upon said lot, collectable and enforceable in the same manner as other charges and liens hereinafter provided.

Add Article XI Section 6. to read:

Section 6. *Fines.* Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee,

for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD.

1. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.
2. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.
3. The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.
4. The Violations Committee may impose Individual Assessments against the Owner in the amount up to \$100 (or any greater amount permitted by law from time to time) per day for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than thousand dollars (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court. The provisions regarding the suspension of use rights does not apply to the portion of common areas that must be used to provide access to the parcel or utility service provided to the parcel.

HUNTERS GROVE HOMEOWNERS' ASSOCIATION, INC. f/k/a HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation

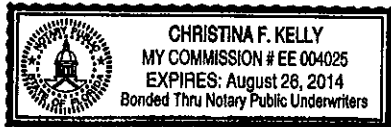
By: Richard Bywalski
Printed Name: Richard T Bywalski
Its President

Attest: By: [Signature]
Printed Name: Christopher L. Hall
Its Secretary

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Richard Bywalski and Christopher L. Hall, respectively as President and Secretary of the Hunters Grove Homeowners' Association, Inc. f/k/a Hunters Greene Homeowners' Association, Inc., a Florida corporation, who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 16th day of August, 2011.



Christina F. Kelly
Notary Public, State of Florida

Christina F. Kelly
Print, Type or Stamp Name of Notary

Personally known to me, or
 Produced identification
Type of identification produced: