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Prepared by and return to:  
Daniel F. Pilka, Esquire  
Pilka & Associates, P.A.  
213 Providence Road  
Brandon, Florida 33594  
Tel: (813) 651-0710 • (863) 687-0780  
Fax: (813) 651-0710

**THIRD 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, and the Second Amendment of Declaration of Covenants and Restrictions as recorded in Official Records Book 08464, Page 0429 et seq., 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 V, Section 21 to read:

Section 21. No truck or commercial vehicle (except police or other governmental automobiles), mobile homes, motor homes, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van) or the like shall be permitted to be parked or to be stored at any place on any portion of a property unless stored in the garage or in the rear of each lot under shelter approved by the Hunters Grove Homeowners' Association, Inc. For the purpose of this rule, the following definition shall apply:

- (a) "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo carrying area, it shall be deemed to be a truck. "Pick up trucks" with cargo capacity of one and one ( 1 ½) ton or less shall be permitted on the property.
- (b) "Commercial Vehicle" means any vehicle which from viewing the exterior of the vehicle or any portion thereof shows any commercial markings, signs, displays, or otherwise indicate commercial use. Commercial vehicles shall not include regular passenger automobiles or permitted pick up trucks that have commercial markings, signs or logos, if used for transportation to and from work.

This provision shall not apply to temporary parking of trucks and commercial vehicles used for pick up, delivery, repair and maintenance of a lot.

All motor vehicles, cycles, and other engine-run apparatus located and run within the subdivision by a lot owner, their guests and invitees, will carry legal sound control devices as prescribed by the manufacturer or approved by Hunters Grove Homeowners' Association, Inc.

Additionally, there shall be no parking of any trucks of any nature, including vans and campers, upon any street, road or right-of-way within the Hunters Grove Community.

No vehicles, including but not limited to, motorcycles, mopeds and all terrain vehicles, shall be operated on or about any property owned by the Hunters Grove Homeowners' Association, Inc., and otherwise, no such vehicles shall be operated on or about any lots so as to be seen or heard by adjacent neighbors and/or the general public.

Add Article V, Section 27 to read:

All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Hunters Grove Community by the owner of each home. Each owner is specifically responsible for maintaining all grass, landscaping and improvements located upon the property.

Add Article V, Section 28 to read:

Leases. Homes may be leased, licensed or occupied only in their entirety and no fractional portion may be rented. No bed and breakfast facility may be operated out of a home. Individual rooms of a home may not be leased on any basis. No transient tenants may be accommodated in a house.

- 28.1 All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association;
- 28.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to commencement of the lease term;
- 28.3 The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be One Hundred Dollars and No/Cents (\$100.00) for the first two adults over the age of eighteen (18) years of age and Fifty Dollars (\$50.00) for every additional adult in the household thereafter, and may be increased from time to time;
- 28.4 The Association shall conduct a background check. It shall be funded by the One Hundred Dollars and No/Cent (\$100.00) application fee paid by the Owner. At the request of the Owner, the Association shall provide the background check to the Owner;
- 28.5 No Lease Agreement may be for a term of less than one (1) year;
- 28.6 No Home may be leased for more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;
- 28.7 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

- 28.8 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of the Owner;
- 28.9 All Lease Agreements shall require the Home to be used solely as a private single family residence;
- 28.10 Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into terms of any lease shall cause such lease to be void;
- 28.11 Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association; and
- 28.12 Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association,

the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as ground for disapproval of any lease, any one or more of the following:

28.12.1 The Owner is delinquent in the payment of assessments at the time the application is considered;

28.12.2 The Owner has a history of leasing his or her Home without obtaining the Association's approval;

28.12.3 The Owner has a history of refusing to control or accept responsibility for the tenant's occupancy of his or her Home;

28.12.4 The real estate company or agent handling the lease on behalf of the Owner has a history of screening tenant applicants inadequately or recommending undesirable tenants;

28.12.5 The application on its face indicates that the prospective tenant and occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Declaration, Articles, Bylaws or any Rules and Regulations of the Association;

28.12.6 The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;

28.12.7 The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to peaceful enjoyment of their Homes;

28.12.8 The prospective tenant evidences a strong probability of financial inability to pay the rent and other financial obligations under the lease;

28.12.9 The tenant or occupant, during previous occupancy or

in the community, has failed to comply with the Declaration, Articles, Bylaws or any Rules and Regulations;

28.12.10 The prospective tenant gives false or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons that will be occupants residing at the Home under the lease;

28.12.11 The prospective tenants and/or Owner of the Home fails to pay the security deposit: and

28.12.12 The owner fails to give proper notice of his or her intention to lease the Home to the Board.

28.12.13 If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

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

By: [Signature]  
Printed Name: George Woodard  
 Vice President

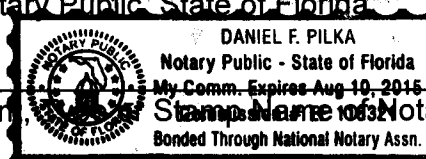
Attest: By: [Signature]  
Printed Name: Richard T Bywalski  
Its Secretary

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME personally appeared George Woodard and Richard T Bywalski, 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 26<sup>th</sup> day of January, 2015.

[Signature]  
Notary Public, State of Florida



Printed Name of Notary

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