



RE

Prepared by and return to:
John P. Collas, Jr., Esquire
John P. Collas, P.A.
59 Lake Morton Drive
Lakeland, Florida 33801

INSTR # 2002021132
OR BK 04916 PG 0973
RECORDED 02/01/2002 02:09 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK B Beacham

***DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS***

COLLIS, INC., called declarant, is the owner in fee simple of certain real property located in Polk County, Florida, more fully described as follows: **See Exhibit "A"**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such real property, declarant states that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
(Definitions)

Section 1 "Association" shall mean and refer to **HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns.

Section 2 "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners.

Section 3 "Declarant" shall mean **COLLIS, INC.**, and heirs, successors, and assigns provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 4 "Lot" shall mean any plot of land shown on the recorded subdivision map with the exception of the common area and portions marked "reserved".

Section 5 "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6 "Member" shall mean every person or entity who holds membership in the association.

Section 7 "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8 "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10 "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the association as herein provided.

Section 11 The "common surface water management system" shall mean those water management areas defined by Rule 40D-4.021(5), Florida Administrative Code. Examples of components of the common surface water management system include, but are not limited to, the following: streets, roads, rights of way, inlets, ditches, culverts, structures, retention and detention areas, ponds, lakes, flood plain, compensation areas, wetland mitigation areas and conservation/preservation areas.

ARTICLE II

(Membership in Association; Voting Rights)

Section 1 Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2 The association shall have two classes of voting members as follows:
Class A. Class A members shall all be owners, with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. Class B member shall be declarant, who shall be entitled to exercise three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE III
(Assessments)

Section 1 *Lien and Personal Obligation of Assessments.* Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay the association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interests, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2 *Purpose of Annual Assessments.* The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, to the following:

- (A) Maintenance and repair of the common area.
- (B) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (C) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishing, and personnel necessary or proper for use of the recreational facilities.
- (D) Maintenance and repair of those facilities not being dedicated to general public use, such as: storm drains, sanitary sewers, and private streets within the confines of the subdivision.
- (E) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (F) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

- (G) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (H) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (I) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3 *Special Assessments for Capital Improvements.* In addition to the annual assessments, the association 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, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 4 *Notice and Quorum for Action Authorized.* Written notice of any meeting called for the purpose of taking any action relating to annual or special assessments shall be sent to all members not less than twenty (20) days nor more than forty-five (45) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 5 *Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 6 *Commencement and Collection of Annual Assessments.* The annual assessments provided for herein shall commence as to all lots on the first day of January, 1999. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid.

Section 7 *Effect of Nonpayment of Assessments.* Any assessment not paid within ten (10) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve (12%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

Section 8 *Subordination of Assessment Lien of Mortgages.* The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV
(Property Rights)

Section 1 *Owner's Easements of Enjoyment.* Every owner of a lot shall have a right and easement of enjoyment in and to the common area, which right shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

- (A) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;
- (B) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against the lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding ninety (90) days for any infraction of the published rules and regulations of the association;
- (C) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2 *Delegation of Use.* Subject to such limitations as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

Section 3 *Easements of Encroachment.* There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 4 *Other easements.*

- (A) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.
- (B) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5 *Right of Entry.* The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot any reasonable hour on any day to perform such maintenance as may be authorized herein. The association shall have the right, but not the duty, to maintain improved or unimproved lots within the subdivision wherein lot owners have failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said lot owners. It shall have an easement or license of entry over any lot within the subdivision for the purpose of this maintenance.

Section 6 *No Partition.* There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

ARTICLE V
(Use Restrictions)

The subdivision shall be occupied and used only as follows:

Section 1 Each lot shall be used as a residence for a single family and for no other purpose.

Section 2 No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11.

Section 3 No noxious or offensive activity shall be conducted in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11.

Section 4 No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

Section 5 Nothing shall be done or kept on a lot or on the common area that would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on the owner's lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 6 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7 No rubbish, trash, garbage, waste material, or other unsightly material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8 No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that declarant may vary or exceed such height in constructing walls or fences in accordance with existing architectural plans.

Section 9 No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently. No structure shall be moved on any lot unless it meets with the approval of the association.

Section 10 Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

Section 11 No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alterations therein be made, until plans and specifications, color scheme, plot plan and grading plan, or other information satisfactory to the association shall have been submitted to and approved in writing by the association. In so passing on such plans, specifications, and other requirements, the association may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site on which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

Section 12 Any dwelling erected on any of the lots shall have a minimum square foot area, exclusive of open porches or attached garages, of not less than 1,000 square feet.

Section 13 No building or other permanent structure shall be erected or maintained on any part of any area indicated as "Easement" but the owners of lots may erect and maintain a fence, wall, or hedge along the property line within such easement, but subject at all times to the prior right to use such area for public or quasi-public purposes.

The right is reserved to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained within the area indicated on the plat as "Easements", sewer and other pipelines, conduits, poles and wires, and any other methods of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

The association shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of the property, subject to any agreement regarding use of easements that may be in force at that time.

Section 14 Each residence shall contain a minimum of an enclosed garage with garage doors for ingress and egress purposes. Each garage shall be architecturally integrated as a part or as an extension of the residence and attached thereto to conform architecturally therewith. The driveway from each garage to platted roadways within the subdivision shall be paved with either asphalt or cement, shall be adequate width for vehicular use, and shall be in keeping and be maintained by the residence's owner so as not to degrade the value of the residence or adjacent property in the subdivision.

Section 15 All construction on each lot shall be new construction. No used buildings or structures shall be moved onto any lot; nor shall there be any storage or building supplies on any lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painting, stucco, brick, wood treatment, or other similar treatment and in keeping with other residences in the subdivision. No unfinished exposed concrete block walls shall be permitted. All roofing exterior coverings shall be architectural shingles.

Section 16 Out-buildings, other than garages shall be allowed; however, no detached out-building or accessory buildings shall be allowed unless they are architecturally compatible with the residential unit and approved in writing by the HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC.

Section 17 Each residence shall be built on a lot so as to face streets as shown on the plat of Hunters Greene. Part or portion of any residence, garage, or out-building on any lot shall not be erected closer than fifteen (15) feet from the right of way of a platted roadway within the subdivision; nor closer than five (5) feet from any side-yard property line; no closer than five (5) feet from any rear-yard property line; or as otherwise shown as building limit lines on the recorded plat.

Section 18 Receptacles for mail and paper deliveries placed adjacent to or upon the right-of-way of the platted roadway within the subdivision by lot owners in the subdivision shall meet the requirements of the United States Postal Service, if any, and shall be tastefully constructed and maintained by the lot owner in keeping with the architectural design of the home and intention of these Restrictions so as not to degrade the value of the residence of the adjacent properties in the subdivision.

Section 19 There shall be no permanent receptacles for garbage and trash located in the front-yard of any lot on or adjacent to the right-of-way of the platted roadways within the subdivision. In addition, all receptacles for garbage and trash, except during the days of scheduled pickup, shall be located as not to be visible by vehicular traffic traveling along the platted roadways within the subdivision.

Section 20 All telephone, electrical and cable services, to any residence must be underground from the point of distribution to the residence. Outside television aerials, antennas, and satellite dishes must be located in the rear-yard and shall be reasonable in height. Additionally, written approval must be obtained from the HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC. for the erection of any satellite dish which may be withheld if it is determined that the location thereof would degrade the value of the residence or adjacent properties.

Section 21 All motor vehicles located on any lot shall carry the current year's license tag registration. No house-trailers or mobile homes shall be parked on any lot at any time. Additionally, there shall be no parking of any trucks of any nature, including vans and campers upon the right-of-way of the platted roadways within the subdivision. Further, there shall be no parking

of any trucks of any nature, other than pickup trucks, vans, or campers upon a lot. No vehicles may be stored upon any lot other than boats and boat-trailers, which must be stored either in the garage or on the rear of each lot under a shelter approved by the **HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC.** 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 the **HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC.**

All motor vehicles or recreational vehicles including, but not limited to, cars, vans, trucks, campers, and motorcycles located on any lot shall be in operational condition and no repairs to said vehicles shall be made on any lot in plain or remote view of neighbors and/or the general public.

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 GREENE HOMEOWNERS' ASSOCIATION**, and otherwise, no such vehicle shall be operated on or about any lot so as to be seen or heard by adjacent neighbors and/or the general public.

Section 22 No agricultural activities shall be permitted which results in the sale of an agricultural product grown on the premises whether sold in or out of the subdivision. Agricultural activities shall exist only as recreational gardens reasonable in size and location so as not to degrade the value of the residence or adjacent properties, nor result in a nuisance to adjoining properties.

Section 23 No lot without a house constructed thereon shall be used for parking purposes nor shall any lot be used, without express written permission of the present owner of the **HUNTERS GREENE HOMEOWNERS' ASSOCIATION, INC.** for ingress, egress, utility, or drainage purposes to adjacent property.

Section 24 No lot owner shall construct outdoor clothes lines or expose fuel tanks on a lot. Each lot owner shall be responsible for lot and yard maintenance and shall, whether or not improvements shall have been constructed thereupon, maintain the upkeep thereof, keeping the same free of debris and trash, unsightly weeds and litter.

Section 25 The building of every residence, structure, or other improvement upon a lot shall be diligently and continuously pursued until completed by a lot owner and may not be abandoned without completion.

Section 26 Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a full occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

- (A) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- (B) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonable necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;
- (C) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or
- (D) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

ARTICLE VI

(Owner's Obligation To Repair)

Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VII

(Owner's Obligation to Rebuild)

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in

a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within one (1) month after the damage occurs, and shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VIII
(Annexation of Additional Property)

Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds of each class of members.

ARTICLE IX
(Association to Operate and Maintain the Surface Water Management System)

Section 1 The association has the responsibility to operate and maintain the common surface water management system in accordance with the Environmental Resource Permit issued by the Southwest Florida Water Management District.

Section 2 The association is and shall be the owner of the common properties as shown on the plat for the subdivision. The common surface water management system as defined herein is included within the areas described as common properties on the plat.

Section 3 Any amendment (including termination) of this declaration that would affect the ownership, operation, or maintenance of the common surface water management system, or that would affect the common surface water management system itself, shall not be effective without the prior written approval of the Southwest Florida Water Management District.

ARTICLE X
(Signs, Billboards, and Miscellaneous Provisions)

Section 1 The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the recorded plat is permitted provided it does not exceed three feet by five feet in size, and except that signs of a larger size, advertising the subdivision, may be erected by the association.

Section 2 No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground without written consent of the association.

Section 3 No fence, wall, or hedging, shall be erected or maintained on any lot so as to extend beyond a building front or side elevation out to a front or a side street without written consent of the association.

Section 4 No pergola or detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line, without the written consent of the association.

Section 5 No trash, ashes or other refuse may be thrown, or dumped on any lot in the subdivision.

Section 6 No radio or television or aerial wire or structure shall be maintained in front of the building limit line.

Section 7 No building material of any kind or character shall be placed or stored on any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot on which the improvements are to be erected and shall not be placed in the streets or between the street and property line.

ARTICLE XI
(General Provisions)

Section 1 *Enforcement.* Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereinafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3 *Amendments.* Covenants and restrictions of this Declaration may be amended by recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

Section 4 *Subordination.* No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner who title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5 *Duration.* The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period twenty-five (25) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of five (5) years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

IN WITNESS WHEREFORE, COLLIS, INC., has executed this Declaration of Restrictive Covenants and conditions this 2nd day of July, 2001.

BY:


DENNIS MICHAEL COLLIS
As President of Collis, Inc.

Signed, Sealed, and Delivered
in the presence of:

Name

Name


John P. Collis


Michelle K. Boye

STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DENNIS MICHAEL COLLIS, known to me to be the President of COLLIS, INC., in whose name the foregoing instrument was executed, and that he acknowledges executing the same for such corporation, freely and voluntarily, under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, and that an oath was taken this 2nd day of July, 2001. Said person is personally known to me.



(SEAL)

Michelle L. Kaye
MY COMMISSION # CC927952 EXPIRES
May 10, 2004
BONDED THROUGH FARM INSURANCE, INC.

[Handwritten Signature]

Notary Public, State of Florida

Michelle L. Kaye

Printed name of Notary Public
My commission expires: 5-10-2004

VICINITY MAP

LEGAL DESCRIPTION HUNTERS GREENE PHASE ONE

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15,
TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 15 AND RUN ALONG THE EAST BOUNDARY THEREOF N-00-03'21"-E, 340.42 FEET TO THE POINT OF BEGINNING; THENCE N-89-22'03"-W, 178.41 FEET; THENCE N-65-18'37"-W, 43.91 FEET; THENCE N-89-22'03"-W, 125.00 FEET; THENCE N-00-20'29"-E, 360.00 FEET; THENCE N-89-22'03"-W, 125.00 FEET; THENCE S-76-18'21"-W, 41.23 FEET; THENCE N-89-22'03"-W, 125.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID WEST BOUNDARY N-00-20'29"-E, 300.00 FEET; THENCE S-89-22'03"-E, 125.00 FEET; THENCE S-89-39'31"-E, 40.00 FEET; THENCE S-89-22'03"-E, 534.70 FEET; THENCE S-44-22'00"-E, 405.55 FEET; THENCE S-00-20'29"-W, 63.23 FEET; THENCE S-89-22'03"-E, 125.00 FEET; THENCE S-65-17'46"-E, 43.91 FEET; THENCE S-89-22'03"-E, 176.92 FEET TO A POINT ON SAID EAST BOUNDARY; THENCE ALONG SAID EAST BOUNDARY S-00-03'21"-W, 300.00 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAY.

CONTAINING: 13.76 ACRES GROSS
13.55 ACRES NET

LEGAL DESCRIPTION HUNTERS GREENE PHASE TWO

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15,
TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 15 AND RUN ALONG THE EAST BOUNDARY THEREOF N-00-03'21"-E, 340.42 FEET; THENCE N-89-22'03"-W, 178.41 FEET; THENCE N-65-18'37"-W, 43.91 FEET; THENCE N-89-22'03"-W, 125.00 FEET; THENCE N-00-20'29"-E, 360.00 FEET; THENCE N-89-22'03"-W, 125.00 FEET; THENCE S-76-18'21"-W, 41.23 FEET; THENCE N-89-22'03"-W, 125.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID WEST BOUNDARY S-00-20'29"-W, 705.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE SOUTH BOUNDARY THEREOF S-89-14'46"-E, 1330.13 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAY.

CONTAINING: 13.17 ACRES GROSS
11.47 ACRES NET

LEGAL DESCRIPTION HUNTERS GREENE PHASE THREE

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15,
TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 15 AND RUN ALONG THE EAST BOUNDARY THEREOF N-00-03'21"-E, 640.42 FEET TO THE POINT OF BEGINNING; THENCE N-89-22'03"-W, 176.92 FEET; THENCE N-65-17'46"-W, 43.91 FEET; THENCE N-89-22'03"-W, 125.00 FEET; THENCE N-00-20'29"-E, 63.23 FEET; THENCE N-44-22'00"-W, 405.55 FEET; THENCE N-89-22'03"-W, 534.70 FEET; THENCE N-89-39'31"-W, 40.00 FEET; THENCE N-89-22'03"-W, 125.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE NORTH BOUNDARY THEREOF S-89-22'03"-E, 1323.49 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE EAST BOUNDARY THEREOF S-00-03'21"-W, 687.94 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAY.

CONTAINING: 13.49 ACRES GROSS
13.02 ACRES NET

EXHIBIT "A"

DATE	NO.

HUNTERS GREENE

PRELIMINARY
SITE PLAN
11/5/16