

# Hunter's Crossing

## HOA Summary

**This summary is provided for general informational purposes** and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. Written approval from the Architectural Review Board may be required prior to making allowed changes to the property.

### Fences

**Materials:** Allowed – White polyvinyl chloride (PVC) only

**Height:** Must not exceed 6 feet

### Landscaping and Yard Use

**Trees, plants, and landscaping:** No limitations noted

**Garden beds:** No limitations noted

**Swing sets and sports equipment:** Allowed – Must be out of view from street

**Sheds:** No metal utility buildings or tool sheds

**Swimming pools:** Allowed - In ground. Not allowed - above ground.

### Parking and Motor Vehicles

**Commercial / Work Vehicles:** No larger than  $\frac{3}{4}$  ton capacity

**ATV's, jet skis, etc.:** No limitations noted

**RVs:** Not allowed

**Trailers & Boats:** Allowed in garage or located in the rear of yard and yard must be enclosed with a privacy fence.

### Animals

**Number:** 3 household pets

**Restrictions:** Must not be a nuisance or aggressive and are not for commercial purposes

**Livestock:** Not allowed

### Rentals

**Long term:** No limitations noted

**Short term:** May not lease during first year of ownership. Lease must be no less than 12 months

**See recorded HOA documents in pages that follow**



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[www.HighlandHomes.ORG](http://www.HighlandHomes.ORG)

For informational purposes only; subject to change without notice. Refer to the full covenants and association governing docs for a complete understanding of the Homeowners' Association.

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HUNTERS CROSSING LLC  
P O BOX 92047  
LAKELAND, FL 33804

**INSTR # 2005153994**

BK 06274 PGS 1284-1299 PG(s) 16  
RECORDED 06/30/2005 01:30:20 PM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 137.50  
RECORDED BY J Ford

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR HUNTER'S CROSSING**

HUNTER'S CROSSING, LLC, a Florida Limited Liability Company, hereinafter called Developer, is the Owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as HUNTER'S CROSSING PHASE ONE as set forth on Exhibit "A" attached hereto and made a part hereof.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting such Subdivision, Developer hereby declares 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 HUNTER'S CROSSING HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC., a nonprofit corporation, its successors and assigns, the Bylaws of which are attached hereto as Exhibit "B" and made a part hereof.

Section 2. "Common area" shall mean all platted common areas and subdivision easements not located within any Lot, together with the boundary walls located on a portion thereof and the surface water management system as permitted by the Southwest Florida Water Management District including, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. These Common areas are set forth on the recorded Subdivision plat referred to above. The Developer shall convey the common areas to the Association by Quit Claim Deed, and the Association shall be obligated to accept such conveyance.

Section 3. "Developer" shall mean and refer to HUNTER'S CROSSING, LLC, a Florida Limited Liability Company, any person or entity who may be assigned the rights of Developer pursuant to a written assignment executed by the then present Developer and recorded in the Public Records of Polk County, Florida. Any subsequent Developer shall not be liable for any default or obligations incurred by any prior Developer except as may be expressly assumed by the subsequent Declarant. Developer is also sometimes referred to as "Declarant".

Section 4. "Lot" shall mean any unit of land shown on the recorded Subdivision plat referred to above together with any amendments thereto with the exception of the Common areas and subject to easements as shown on said plat.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity who is a Member in the Association.

Section 7. "Mortgage" shall mean an institutional first Mortgage.

Section 8. "Mortgagee" shall mean a holder of a first Mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, recorded in the Public Records of Polk County, Florida and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 10. "Subdivision" shall mean and refer to HUNTER'S CROSSING PHASE ONE Subdivision, as shown in the plat thereof recorded in the Public Records of Polk County, Florida, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

## 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 a Lot and may not be separated from the ownership of a Lot.

Section 2. The Association shall have two classes of voting Members as follows:

Class A. Class A Members shall be all owners with the exception of the Class B Member, 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. The Class B Member shall be Developer, who shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership three (3) months after ninety percent (90) of all Lots in the Subdivision have been conveyed to Members.

## ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Developer hereby covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments and any and all other charges for the operation, maintenance, management and insurance of the Common Areas, capital improvements, and all other charges and assessments lawfully charged by the Association. Such assessments will be established and collected as hereinafter provided. The annual assessments, special assessments and other charges, together with interest, costs, and reasonable attorneys' 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 interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the Owner of the Lot. Additionally, a Lot owner is jointly and severally liable with the previous Lot owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Lot owner may have to recover from the previous Lot owner the amounts paid by the Lot owner.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for the improvement, mowing and maintenance of the common areas and within the Subdivision, and a proportionate (equal per Lot) share of the shared expenses identified in Article II herein to be determined by the Board of Directors of the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Operation, maintenance and repair of the Common areas, including, but not limited to, contracting for services by a maintenance company.
- (b) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, or the like, which the Association is required to obtain or provide pursuant to the terms of this Declaration, or which shall be necessary or



proper in the opinion of the Board of Directors of the Association for the benefit of Owners of Lots or for the enforcement of terms of this Declaration.

(c) Operation, maintenance and repair of the surface water management system, and drainage consistent with the operating permit from the Southwest Florida Water Management District.

(d) Expenses of the operation of the Association, including but not limited to insurance, management fees, utility expenses, administrative expenses including but not limited to postage, telephone, and printing and expenses for the operation, maintenance and repair of the main entry off Grady Mock Road.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of meeting budget shortfalls or 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 special assessment for construction of a capital improvement must be approved by a majority of each class of Members within the subdivision where the capital improvement is to be constructed.

Section 4. Notice and Quorum for Action Authorized Under Section 3. Written notice of any meeting called for the purpose of approving any special assessments for construction of capital improvements authorized by Section 3 shall be sent to all Members not less than fourteen (14) nor more than thirty (30) 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 five (5) 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 within the same subdivision, but may be different for each subdivision.

Section 6. Commencement and Collection of Annual Assessments. The annual assessments provided herein for in shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Developer to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the December 31st annual due date thereof and shall fix the dates such amounts become due. 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 assessments against a specific Lot have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. 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 eighteen percent (18%) per annum and an administrative late fee in addition to such interest in an amount not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of each installment of the assessment that is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The Association shall, in the case of any delinquent assessment, have the right to accelerate the balance of unpaid assessments or installments thereof which accelerated balance shall be secured by the Association's lien. 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 by abandonment of his Lot. Additionally or alternatively, the Association may suspend the rights of an Owner and Owner's tenants, guests, and invitees to use the Common Areas and facilities as a sanction for any delinquency and the Association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that is delinquent in excess of ninety (90) days.

Section 8. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first Mortgage, but shall otherwise relate back to the recording date of this Declaration. The Lien of the Association shall be prior to and superior to any right or protection provided to the Owner by statutory or Constitutional Homestead. 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 to the Mortgagee or any proceeding in lieu thereof whereby the Mortgagee obtains title to the Lot, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No other sale or transfer shall relieve such Lot or subsequent Owner from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IV. PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Only the Association shall have such rights in and to the Common Area as follows:

- (a) For the purpose of drainage and utilities, and the maintenance thereof;
- (b) The Association is responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.
- (c) 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 upon by the Isles Members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of Isles Members agreeing to transfer has been duly recorded.

Section 2. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any common area of a Lot at any reasonable hour on any day to perform such Maintenance as may be authorized herein.

Section 3. No Partition. There shall be no judicial partition of the Common area, nor shall Developer, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

#### ARTICLE V. ARCHITECTURAL CONTROL

Except for activities undertaken by Developer, no dwelling unit, building, fence, wall, dock, landscape, yard ornament, mailbox, awning, accessory structure or other structure shall be commenced, erected, maintained or painted upon the property located with the Subdivision, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, direction, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer until a certificate of occupancy has been issued for that Lot. After all certificates of occupancy have been issued for all Lots, the Developer shall no longer exercise architectural control. The Board of Directors of the Association shall appoint a committee of three (3) Members who shall be substituted for the Developer with respect to such approval rights (the "Architectural Control Committee" or "ACC") for each Lot for which a certificate of occupancy has been issued. The ACC shall present guidelines and procedures to the Board of Directors for approval and, after approval by the Board of Directors of the guidelines and procedures, any further modification to such guidelines and procedures by the ACC shall be subject to Board of Directors' approval.



## ARTICLE VI. USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

Section 1. The Subdivision is restricted for a single family residential use with no more than one (1) dwelling unit on each Lot. Developer may give approval for one dwelling unit to be built on two Lots. Under no circumstance may more than one family reside in a dwelling unit. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den. No Lot herein may be redivided, nor used for ingress and egress, or for utility easement to serve adjacent parties, unless prior written approval of the Developer is obtained. No business activity or commercial use shall be conducted or carried on in connection with the residential usage of the Lot which can be detected from the exterior of the Lot by sight, sound or odor, except by Developer during the construction and sales period of the Subdivision.

Section 2. No dwelling unit shall contain less than 1,700 square feet of enclosed living area, exclusive of garage and porches and in the case of a two-story dwelling unit, the living area on the ground floor shall not be less than 1,200 square feet of enclosed living area, exclusive of garages and porches, and with a total minimum enclosed living area of 1,800 square feet, exclusive of garages and porches. No dwelling unit shall be more than two stories in height; however, this limitation of two stories shall not be construed to prohibit a tri-level house. No dwelling units shall be geometric dome houses, stilt houses, underground houses, modular houses, mobile homes, or log homes. Each dwelling unit shall have an attached garage adequate for at least two full size or larger cars, but not more than three (3) full size or larger cars. All garages shall have an automatic garage door opener and shall be used primarily for the storage of motor vehicles. Prior to the construction of the main dwelling unit, no other building shall be constructed or placed upon any Lot, with the exception of docks on waterfront lots. Any accessory buildings must be of the same construction and have the same decorative finish matching the main dwelling unit. No metal utility buildings or tool sheds shall be erected or moved onto any Lot.

Section 3. No Lot or any portion thereof may be leased without the prior written approval of the Board of Directors. For purposes of this section, occupancy of a Lot by a person who does not have a residence elsewhere while the Owner of the Lot resides elsewhere shall be deemed a tenancy subject to this section. No more than ten (10%) percent of the Lots shall be approved for rental at any time and no Lot shall be approved for lease more than one time in any one year period. Any Owner of a Lot who intends to lease his or her Lot shall provide written notice of that intent to the Board of Directors. The Board of Directors may establish further rules and regulations governing the process and procedure for the approval of proposed leases of Lots, which may include a waiting list. No Lot shall be approved for lease while the Owner of that Lot is delinquent in the payment of any monetary obligation to the Association. No Lot may be leased during the first year of ownership of that Lot.

Section 4. The exterior of all dwelling units shall have a decorative finish on all four sides and no exposed painted concrete block shall be permitted. All yards shall be fully sodded with St. Augustine grass all the way from street pavement to rear of property line, except for areas which shall be utilized for design landscaping, such as groups of trees subject to Developer approval, and flowerbeds and a totally automatic professional installed irrigation system shall be installed in the yards. Any kind of grass other than St. Augustine shall require written approval of Developer. All homes must have a landscape package approved in writing by the Developer which shall be installed prior to occupancy and any additional landscape installed at any time must be approved by the Developer. No building or structure may be moved onto any Lot and all structures shall be constructed of new materials.

Section 5. Each Lot owner, at the time of construction of the dwelling unit, is required to have constructed a four foot (4') wide sidewalk running the width of the Lot at front and/or all sides meeting a street. Same is to be of like construction and style of that existing elsewhere in the development and must be constructed in a manner that will not conflict with any utilities.

Section 6. All construction of the main structure of a dwelling unit shall be completed within one hundred eighty (180) days after start of construction, except where a

written extension is granted by the Developer; provided, however, in no event shall construction exceed a total construction period of three hundred sixty-five (365) days.

Section 7. All vehicles which would otherwise be permitted on a Lot, must be in operative condition and bear a current tag. No vehicle of any type shall be parked on the Common Areas, vacant Lots or on streets, whether public or private. No vehicle shall be parked on any Lot, except in compliance with this Declaration as approved by the Association. No tractor trailer, van or truck larger than 3/4 ton capacity shall be parked in the Subdivision, except for temporary commercial delivery service. No vehicle, boat, or trailer shall be repaired on the Subdivision, except for emergency repairs. No mobile home, house trailer, truck (other than pickup truck), shall be permitted on the Subdivision or on public roads adjacent thereto, at any time. No camper, motorhome or tent shall be used in this Subdivision as a residence, either temporary or permanent. Boats and trailers may be permitted on a Lot if stored either in the garage or behind the rear building line, behind a fence not in view of any street, and in such a manner so as not to create a nuisance for any neighbor. No Camper or motorhome shall be kept or stored any Lot.

Section 8. No structure, other than a fence, shall be placed any closer to the Lot lines than as follows: a) front lines - twenty (20) feet; b) rear lines - twenty (20) feet; c) side lines - seven (7) feet, except that on corner Lots a side line facing the street shall be twenty (20) feet, unless a variance is obtained from Polk County and in any event, the minimum side set back on a corner Lot shall not be less than fifteen (15) feet. Each dwelling unit shall face in the direction as determined and approved in writing by the Developer. No accessory structure shall be closer to an adjacent road than the principal structure and otherwise shall not be closer to the Lot lines than seven (7) feet.

Section 9. Antennas, satellite dishes one meter in diameter or less, and other devices for the reception of over-the-air broadcast television signals may be installed on a Lot. No other antenna, satellite dish or other broadcast transmission or reception device may be installed upon any Lot which is visible from any thoroughfare, right-of-way or neighbor or which causes interference with the operation of any device or equipment within the Subdivision.

Section 10. All lawn mowers, bicycles, motorized vehicles, building materials, and unsightly objects must be stored so as to be out of view from streets and in a manner which shall not be obnoxious or an annoyance to another Owner.

Section 11. All above ground containers for garbage and trash shall be permanently housed so as to be concealed from front road view.

Section 12. No above ground pools shall be allowed.

Section 13. The use of aluminum foil, sheets, newspaper or similar material in windows is prohibited.

Section 14. Drying of laundry is permitted upon the homesite provided only the collapsible/umbrella type hanger is installed and used at the rear of the home and concealed from street view and must be removed when not in use.

Section 15. No basketball hoop and backboard, swing set, sand box, childrens' pool, gym set, trampoline or like apparatus shall be allowed outside any dwelling unit unless out of view from street and in the rear of the property and used in such a manner so as not to create a nuisance for any neighbor.

Section 16. No reflector, curb stop, bird bath, or skateboard ramp shall be allowed.

Section 17. No other structure such as a flag pole, etc. may be constructed or erected on any Lot unless prior written approval is obtained by the Developer.

Section 18. Except as provided herein, no animal, livestock or poultry shall be raised, bred, or kept on any Lot. Dogs, cats and other household pets may be kept provided they are not a nuisance or aggressive and are not for commercial purposes and must be maintained on a leash, and shall be limited to not more than three (3) pets per household.



Section 19. No commercial, professional, business or obnoxious activity shall be carried on on any Lot which is or may become an annoyance or nuisance to the neighborhood, nor shall any use be made of a Lot that will in any way injure or lower the value of any adjoining Lot or the property as a whole. No advertising signs of any kind shall be displayed, except for one sign when advertising the property for sale or rent which shall be limited to five (5) square feet and any sign used by the Developer to advertise the property during the construction and/or sales period. Any Lot Owner may display a sign of reasonable size provided by a contractor for security services within ten feet of any entrance to the home.

Section 20. No fence, wall, hedge or like obstruction shall be constructed or grown nearer to the front lot line than the rear of the dwelling unit unless prior approval is obtained from Developer and in the case of a corner Lot, no nearer to the side street than the side street set back of the dwelling unit. No fence, hedge, or like obstruction located on any Lot shall be higher than six (6) feet. All fences, walls, hedges, or like obstructions, so constructed or grown shall be in such manner so as to compliment the dwelling units in the neighborhood, and shall be constructed from new materials approved by the Developer with finished side out, all fences must be constructed of White PVC only. Where drainage easements are fenced, Owners shall allow access along these easements for maintenance. No fence shall be constructed prior to the construction of the main dwelling unit on a Lot. No subdivision wall, landscaping or sign that is located on a portion of any Lot at time of purchase will be removed or altered without prior written approval of the Developer or ACC. All fences, walls, and hedges shall be neatly maintained to be in keeping with the neighborhood, and same shall not obstruct the natural or constructed drainage flow.

Section 21. Each Owner of a Lot shall have the responsibility of the Maintenance of the yards, landscaping, driveways, fences and exteriors of dwelling units and other structures constructed thereon so as to be in a neat and clean condition and in accordance with the other dwelling units in the Subdivision. In the event that an Owner fails in its maintenance responsibility as provided above, the Association shall have the right, in addition to other remedies it may have under this Declaration, to enter upon the Lot and perform such actions as may be necessary. Such entry shall be during normal business hours and only after five (5) days prior written notice to the Owner. The Owner shall be responsible to reimburse the Association for the cost(s) (including administrative costs) of performing such remedial work. All such cost(s) shall be payable by such Owner upon receipt of an invoice from the Association and shall with costs of collection and attorneys' fees be secured by a lien on the Lot subject to collection in the same manner as an assessment pursuant to Article III hereof.

Section 22. Each Owner of a Lot shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of that Owner's respective Lot for residential purposes.

Section 23. No newspaper boxes may be placed on right of ways. All mail boxes must be of the same decorative finish and matching construction as the ACC approves, shall not display a name plate, must be in a location approved by the U. S. Postal Service, and must be installed prior to occupancy of the main dwelling unit, unless cluster boxes are provided by U. S. Postal Service in lieu thereof in which event such cluster boxes must be used.

Section 24. Each Lot Owner shall keep that Lot Owner's respective Lot neat, clean, and mowed, and free of unsightly objects, debris and refuse at all times, and shall maintain any fences thereon in good condition and appearance.

Section 25. All dwelling units within the property shall utilize the public water, and public street lighting district, as the same are made available, and each Owner of a Lot shall pay the respective required tap, service, and other charges occasioned with reference to such services. The Owners shall maintain and shall not fill or obstruct the flow of drainage in any drainage retention areas or ditches. A solid concrete driveway with a minimum width of sixteen (16) feet, running from the street which the dwelling unit will face to the garage, shall be constructed prior to occupancy of the dwelling unit on the Lot. Driveways shall not obstruct drainage, and shall comply with all governmental regulations. No driveway shall be painted or otherwise decorated without the prior written approval of the Developer.



Section 26. During the period of time that the Developer owns any Lot, these restrictions in Article VI hereof may be amended at any time by the Developer, in Developer's reasonable judgment or the Developer may grant variances to such restrictions. Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management systems facilities shall have the prior written approval of the District.

Section 27. Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association, after the original development thereof by the Developer. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District. No Owner of property within the Subdivision may construct or maintain any build, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Bartow Regulations Department.

Section 28. Developer or the transferees of Developer shall undertake the work of developing all Lots included within the Subdivision. The completion of that work and the sale, rental, or other disposition 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 fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

- (a) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from doing on any part or parts of the Subdivision owned or controlled by Developer or Developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Developer, Developer's transferees, or their representatives, such structures as may be reasonably 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, including, but not limited to, model homes and sales offices;
- (c) Prevent Developer, Developer's transferees or the employees, contractors, or subcontractors of Developer or Developer's transferees from conducting on any part or parts of the Subdivision property owned or controlled by Developer or Developer'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 Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer'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 other disposition of Subdivision Lots.

As used in this section, the words "its transferees" specifically exclude a purchaser of Lot improved with a completed residence.

Section 29. The provisions of this Article VI shall not be applicable to the Developer or enforceable against the Developer. Upon the sale by the Developer of all Lots in the

Subdivision, all approval rights of the Developer under this Article VI shall be automatically assigned to the Association.

Section 30. Owners, tenants, guests or invitees, who fail to comply with this Declaration and Association rules and restrictions shall be subject to appropriate legal action, which may include, but is not limited to, an action to recover sums due, or any combination thereof. The offending Owner shall be responsible for all costs of enforcement. The Association shall have the right to suspend the rights of use of Common Areas, if any, except for access to the Subdivision for any Owner, tenant, guest or invitee who is found to have violated any material term of this Declaration or any rule approved by the Board of Directors.

In addition to the above and to the extent allowed by law, fines or the suspension of the right to use Common Area facilities, if any, may be imposed upon an Owner, tenant, guest or invitee for failure to comply with any covenant, restrictions, rule or regulation. To impose a fine or suspension of use rights, the following must first be adhered to:

- (a) Notice. The Owner, tenant, guest or invitee must be informed of the alleged infraction(s) and the notice shall include the date, time and location of a special meeting by a committee of at least three (3) members appointed by the Board of Directors of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee (the "Fine Committee"), at least fourteen (14) days in advance of said meeting, at which the Owner shall have an opportunity to present reasons why a fine(s) or suspension of the right to use Common Area facilities should not be imposed.
- (b) Hearing. The Fine Committee will review the alleged non-compliance with the Owner, tenant, guest or invitee (with legal counsel, if desired, present) after which it will hear reason(s) why a fine(s) or suspension of the right to use Common Area facilities should not be imposed. Within, no more than, twenty (20) days after the hearing, a written decision of the Fine Committee shall be rendered to the Owner, tenant, guest or invitee.
- (c) Amounts. The Fine Committee may impose a fine against the Owner, tenant, guest or invitee, in the greater amount of One Hundred Dollars (\$100.00) or up to the maximum amount(s) allowed by Florida law per violation. Owners shall be jointly and severally liable for fines imposed against their tenants, guests and invitees. Tenants shall be jointly and severally liable for fines imposed against their guests and invitees. Each day of a continuing violation is a separate violation and may result in an additional fine with the aggregate per month not to exceed One Thousand Dollars (\$1,000.00) per violation.

Under no circumstances shall these procedures preclude the right to enforce any and all other remedies available to the Association.

#### ARTICLE VII. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential Lots and Common areas may be annexed to the Subdivision within the sole discretion of the Developer until January 1, 2025 without notice to or consent of the Association, any Owner, any mortgagee, so long as the additional Lots do not exceed 600 Lots, and thereafter additional residential properties and Common areas may be annexed to the Subdivision with the consent of a majority of Member votes. The Developer may utilize any needed Lots for ingress and egress access and utility locations to serve any adjacent residential Lots, now or hereafter, without any further consent.



## ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. Developer, 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 hereafter imposed by the provisions of this declaration. Failure by Developer, the Association, or by an 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 provision, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by the affirmative vote of 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 whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 5. Dissolution. If the Association ceases to exist, all of the Lot Owners, shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Article XII of the Articles of Incorporation.

Section 6. 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 of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least three-quarters of the Subdivision Lots, except any agreement by the then owners which would affect the surface water management system, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

Executed at Lakeland, Polk County, Florida this 29<sup>TH</sup> day of June, 2005.

Signed, sealed and delivered  
in the presence of:

HUNTER'S CROSSING, LLC

Alicia M. White  
Print Name: ALICIA M. WHITE

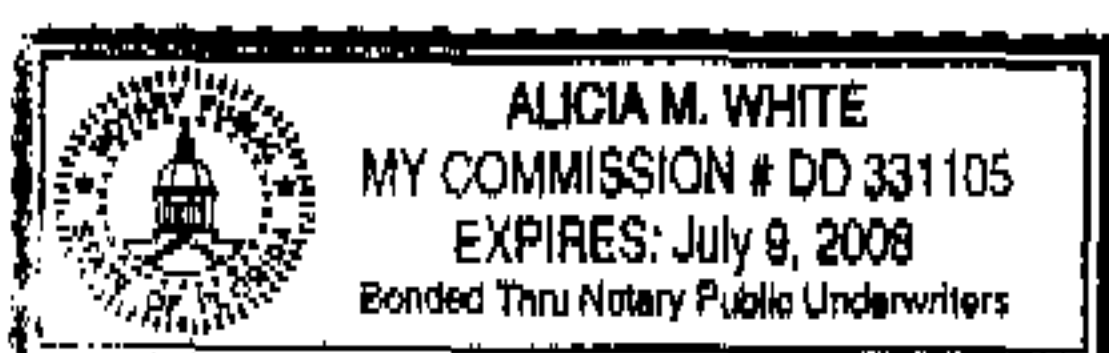
Donna F. Warnock  
Print Name: DONNA F. WARNOCK

BY: Carl C. (Chuck) Warnock, Jr.  
CARL C. (CHUCK) WARNOCK, JR.  
P.O. Box 92047  
Lakeland, FL 33804

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared CARL C. (CHUCK) WARNOCK, JR., of HUNTER'S CROSSING, LLC, Developer, who is personally known to me to be the person and who executed the foregoing instrument with full authority of Developer and did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid, this 29<sup>TH</sup> day of June, 2005.



Alicia M. White  
NOTARY PUBLIC

EXHIBIT "A"

HUNTER'S CROSSING phase one, according to plat thereof recorded in Plat Book 131, pages 1 and 2, public records of Polk County, Florida.



**BYLAWS OF THE  
HUNTER'S CROSSING HOMEOWNERS' ASSOCIATION  
OF POLK COUNTY, INC.  
A NONPROFIT CORPORATION**

**ARTICLE I. NAME AND LOCATION**

The name of the corporation is HUNTER'S CROSSING HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC. Meetings of members and directors may be held at such places within the State of Florida as may be designated by the board of directors.

**ARTICLE II. DEFINITIONS**

Terms used herein shall have the same meaning as defined in the Declaration of Covenants, Conditions and Restrictions for Hunter's Crossing (hereinafter "Declaration").

**ARTICLE III. MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of members shall be held within one (1) year from the date of incorporation of the association or not later than ninety (90) days after ninety percent (90%) of the Lots have been sold, whichever first occurs. Subsequent annual meetings of members shall be held during the fourth quarter of the fiscal year, exact time to be determined by the board of directors.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of members who are entitled to vote one-fourth of all votes of each class of membership, after not less than fourteen (14) days notice to each member.

Section 3. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast thirty percent (30%) of the votes of each class of the membership shall constitute a quorum for authorization of any action. If a quorum is not present at any meeting, the members entitled to have a vote thereat shall have the power to adjourn the meeting from time to time, without other than announcement at the meeting, until a quorum is present.

Section 4. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his Lot.

**ARTICLE IV. BOARD OF DIRECTORS  
TERM OF OFFICE; FIRST ELECTION; REMOVAL**

Section 1. Number. The affairs of the association shall be managed by a board of three (3) directors who shall be members of the association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors. The director receiving the highest number of votes shall serve the term of three (3) years. The director who received the second highest number of votes shall serve a term of two (2) years and the director who received the third highest number of votes shall serve a term of one (1) year. Thereafter, each director shall be elected for a term of three (3) years, which term shall extend until his or her successors elected or appointed or until he or she resigns or is otherwise not qualified to serve as a director.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of each class of members of the association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any services he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V.  
BOARD OF DIRECTORS NOMINATION AND ELECTION

Section 1.     Nomination. Nomination for election to the board of directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee shall consist of a chairman who shall be a member of the board of directors and two or more members of the association. The committee shall be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but in no event shall it nominate less than the numbers of vacancies to be filled.

Section 2.     Election. Election to the board of directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. BOARD OF DIRECTORS – MEETINGS

Section 1.     Annual Meetings. Annual meetings of the board of directors shall be held immediately following the Annual Meetings of members or as soon thereafter as a quorum may be assembled, but in no event more than fourteen (14) days following the annual meeting of the members as aforesaid.

Section 2.     Special Meetings. Special meeting of the board of directors shall be held when called by the president of the association, or by two directors, after not less than three (3) days' notice to each director.

Section 3.     Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

ARTICLE VII.  
BOARD OF DIRECTORS POWERS AND DUTIES

Section 1.     Powers. The board of directors shall have the power to:

(a)     Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the members, families of members, and their guests thereon; and to establish penalties for infractions of such rules and regulations;

(b)     Suspend the voting rights and right as to the common areas and any member during any period in which such member is in default in the payment of any assessment levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(c)     Exercise on behalf of the association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the declaration, articles of incorporation, or by other provisions of these Bylaws;

(d)     Employ such independent contractors and employees as they may deem necessary, and to prescribe their duties; and

(e)     Levy reasonable fines in compliance with Section 720.305(2) of the Florida Statutes as amended from time to time.

Section 2.     Duties. It shall be the duty of the board of directors to:

(a)     Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at



which such a statement is requested in writing by one-fourth of the Class A members entitled to vote thereat;

(b) Supervise all officers, agents, and employees of the association and see to it that their duties are properly performed;

(c) As more fully provided in the declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of the certificates;

(e) Cause the common area to be maintained.

#### ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the association shall be president and vice-president, who shall at all times be members of the board of directors, and secretary, treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first annual meeting of the board of directors following each annual meeting of members.

Section 3. Term. The officers of the association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified.

Section 4. Special Appointments. The board may elect such other officers as the affairs in the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 6. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all instruments.

(b) Vice-President. The vice-president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the association and affix it to all papers so requiring; serve notice of meetings of the board and of members; keep appropriate current records showing the members of the association together with their addresses; and perform such other duties as may be required by the board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the association, and shall disburse such funds as directed by resolution of the board of directors; shall keep proper books of account; and report on which shall be given at the regular annual meeting of members.

#### ARTICLE IX. COMMITTEES

The board of directors may appoint such committees as it may deem appropriate in the performance of its duties.

#### ARTICLE X. ASSESSMENTS

As more fully provided in the declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessments due. No owner may waive or otherwise escape liability for assessments by nonuse of the common areas or abandonment of his Lot.

#### ARTICLE XI. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the association shall be subject to inspection and photocopying by any member or their authorized agent during ordinary business hours within ten (10) business days after receipt of a written request for access. The Declaration, Articles of Incorporation, and Bylaws of the association shall be available for inspection by any member at the principal office of the association, where copies shall be made available for sale at a reasonable price.

#### ARTICLE XII. CORPORATE SEAL

The association shall have a seal in circular form having within its circumference the words: HUNTER'S CROSSING HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC.

#### ARTICLE XIII. FISCAL YEAR

The fiscal year of the association shall begin on the 1st day of January and shall end on the 31st day of December each year.

#### ARTICLE XIV. AMENDMENTS

These Bylaws may be amended, at an annual or special meeting of members, by the affirmative vote of a majority of each class of members existing at the time of present or by proxy, except that any amendments which would affect the surface water management system, including the water management portions of the common area, must also be approved by the Southwest Florida Water Management District.



ARTICLE XV. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

I, CARL C. (CHUCK) WARNOCK, JR., President of HUNTER'S CROSSING HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC., a Florida Nonprofit Corporation, do hereby certify that at a meeting of the Board of Directors of said Corporation, duly called and held on the 29TH day of June, A.D., 2005, at which meeting the necessary quorum of the members of the Board of Directors were present and acting throughout, said Directors duly and regularly and unanimously adopted the attached Bylaws, that said Bylaws constitute the whole of the Bylaws adopted; and that said Bylaws have not been modified, amended or rescinded and are on this day in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of HUNTER'S CROSSING HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC., A FLORIDA CORPORATION this 29TH of June, A.D., 2005.

(CORPORATE SEAL)

BY: Carl C. (Chuck) Warnock, Jr.  
PRESIDENT  
CARL C. (CHUCK) WARNOCK, JR.  
2322 Lakeland Hills Boulevard  
Lakeland, Florida 33805

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared CARL C. (CHUCK) WARNOCK, JR., as President of HUNTER'S CROSSING HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC., a Florida Nonprofit Corporation, who is personally known to me to be the person and who executed the foregoing instrument with full authority of said corporation and did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid, this 29th day of June, 2005.

Alicia M. White  
NOTARY PUBLIC

