

Prepared by and after recording return to:
H. Web Melton, III, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

**NOTICE OF PRESERVATION OF THE
COVENANTS AND RESTRICTIONS
FOR COUNTRY TRAILS**

Instructions to Recorder: Please index both the legal name of the Association with the names in shown in item 3.

Pursuant to Chapter 712, *Florida Statutes*, the Marketable Record Title Act ("MRTA"), the undersigned records this Notice of Preservation of Covenants, and Restrictions ("Country Trails Notice") to preserve and protect the declaration of covenants, and restrictions identified herein from extinguishment by operation of MRTA.

1. Legal Name of Homeowners Association. This Notice is filed by Country Trails Property Owners Association, Inc., a Florida not for profit corporation (the "Association").

2. Contact Information for Association. The mailing address for the community is 1621 East Edgewood Drive, Suite F, Lakeland, Florida 33803. The community does not have a physical address for the entire community, but its principle address is 1621 East Edgewood Drive, Suite F, Lakeland, Florida 33803.

3. The Name of the Subdivision Plats, Legal Description of affected Plats, Community Name and Description of Affected Land A full and complete description of the lands of the Country Trails subdivisions affected by this Notice are:

Tracts 1 through 98, inclusive COUNTRY TRAILS PHASE FIVE according to the Plat thereof recorded in Plat Book 90, Pages 48 & 49, Public Records of Polk County, Florida.

Tracts 1 through 77, inclusive COUNTRY TRAILS PHASE THREE according to the Plat thereof recorded in Plat Book 87, Pages 2 & 3, Public Records of Polk County, Florida.

Tracts 1 through 22, inclusive COUNTRY TRAILS PHASE TWO according to the Plat thereof recorded in Plat Book 82, Pages 38, 39, 40 and & 41, Public Records of Polk County, Florida.

4. Name and Address of Management Company. The Management Company of the Association is: AIA Property Management, 1621 East Edgewood Drive, Suite F, Lakeland, Florida 33803, telephone number (863) 686-3700.

5. Statement of Marketable Title Action. The required affidavit pursuant to Fla. Stat. §712.06(1)(b) of a member of the Board of Directors of the Association (the "Board") affirming that the Board did provide the required notice to the members of the Association as required under the provisions of MRTA is attached hereto as **Exhibit A**.

6. Applicable Covenants and Restrictions Preserved, Including All Amendments. This Notice does preserve and constitute notice to preserve and protect covenants and restrictions from extinguishment under MRTA. The following covenants and restrictions affecting the Country Trails community, which are preserved from extinguishment are as follows:

Restrictive Covenants and Conditions for Country Trails Phase 5 recorded in Official Records Book 2923 at Page 0140 *et seq.* of the Public Records of Polk County, Florida, and all amendments thereto.

Restrictive Covenants and Conditions for Country Trails Phase 3 recorded in Official Records Book 2673 at Page 0848 *et seq.* of the Public Records of Polk County, Florida, and all amendments thereto.

Restrictive Covenants and Conditions for Country Trails Phase 2 recorded in Official Records Book 2496 at Page 2202 *et seq.* of the Public Records of Polk County, Florida, and all amendments thereto.

collectively attached hereto as composite **Exhibit B**. This preservation action shall include and extend to all amendments of said Declarations.

7. Legal Description of Affected Community the legal descriptions of Country Trails community affected by the above covenants and conditions is:

Tracts 1 through 98, inclusive COUNTRY TRAILS PHASE FIVE according to the Plat thereof recorded in Plat Book 90, Pages 48 & 49, Public Records of Polk County, Florida.

Tracts 1 through 77, inclusive COUNTRY TRAILS PHASE THREE according to the Plat thereof recorded in Plat Book 87, Pages 2 & 3, Public Records of Polk County, Florida.

Tracts 1 through 22, inclusive COUNTRY TRAILS PHASE TWO according to the Plat thereof recorded in Plat Book 82, Pages 38, 39, 40 and & 41, Public Records of Polk County, Florida.

8. Bylaws and Articles of Incorporation. A true and accurate copy of the Bylaws of Country Trails Property Owners Association, Inc., as amended, is attached hereto as **Exhibit C**.

A true and accurate copy the Articles of Incorporation of Country Trails Property Owners Association, Inc., as amended, is attached hereto as **Exhibit D**.

This Notice of Preservation is filed on behalf of Country Trails Property Owners Association, Inc., as of the 22 day of March 2018.

Witnesseth:

Country Trails Property Owners Association, Inc.,

Jamie Ammons
Print Name: Jamie Ammons
John Downs
Print Name: John Downs

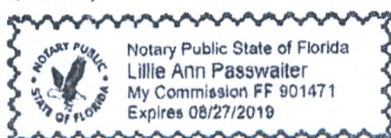
By: Robert Kuhlman
Robert Kuhlman
Its President
Attest: Wilhelm Steding
Wilhelm Steding
Its Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Robert Kuhlman, President, and Wilhelm Steding, Vice President, of the Country Trails Property Owners Association, Inc., who ☒ are personally known to me or ☐ produced a _____ and _____, Drivers License as identification, who executed the foregoing instrument and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 22 day of March, 2018.

(SEAL)



Lillie Ann Passwaiter
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 8/27/2019
Lillie Ann Passwaiter
(Print, Type or Stamp Name)

My Commission Expires: 8/27/2019

EXHIBIT A
AFFIDAVIT OF BOARD OF DIRECTORS

BEFORE ME the undersigned authority, personally appeared and the undersigned, who after being duly sworn, deposes and says:

That I am a member, as well as the President, of the Board of Directors (the "Board") for Country Trails Property Owners Association, Inc., a Florida not for profit corporation (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), *Florida Statutes*, to be mailed or hand delivered in accordance with §712.05(1), *Florida Statutes*, to the members of the Association in connection with that certain Notice of Preservation of Covenants and Restrictions for Country Trails ("Notice") affecting the lands described in paragraph 3 of said Notice, such lands being commonly known as Country Trails.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, *Florida Statutes*, that at least two-thirds of the members of the Board approved preserving and protecting the following covenants and restrictions from extinguishment by operation of Chapter 712, *Florida Statutes*:

Restrictive Covenants and Restrictions for Country Trails Phase 5 recorded in Official Records Book 2923 at Page 0140 *et seq.* of the Public Records of Polk County, Florida, and all amendments thereto.

Restrictive Covenants and Restrictions for Country Trails Phase 3 recorded in Official Records Book 2673 at Page 0848 *et seq.* of the Public Records of Polk County, Florida, and all amendments thereto.

Restrictive Covenants and Restrictions for Country Trails Phase 2 recorded in Official Records Book 2496 at Page 2202 *et seq.* of the Public Records of Polk County, Florida, and all amendments thereto.

This affidavit is given in fulfillment of the requirements of §712.06(1)(b), *Florida Statutes*, and in furtherance of preserving and protecting the Restrictive Covenants and Conditions for Country Trails Phase 5 recorded in Official Records Book 2923 at Page 0140 *et seq.* of the Public Records of Polk County, Florida; the Restrictive Covenants and Conditions for Country Trails Phase 3 recorded in Official Records Book 2673 at Page 0848 *et seq.* of the Public Records of Polk County, Florida; and the Restrictive Covenants and Conditions for Country Trails Phase 2 recorded in Official Records Book 2496 at Page 2202 *et seq.* of the Public Records of Polk County, Florida, and all amendments to the foregoing from extinguishment by operation of Chapter 712, *Florida Statutes*.

WITNESSES:

[Signature]
(Print Name: Jamie Ammons)

[Signature]
(Print Name: John Downs)

AFFIANT:

[Signature]
Robert Kuhlman, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Robert Kuhlman, President of Country Trails who ☒ is personally known to me or ☐ produced a Drivers License as identification.

(NOTARY SEAL)



[Signature]
Notary Signature
Lillie Ann Passwaiter
(Type, Stamp or Print Name)
NOTARY PUBLIC
State of Florida at Large
My commission expires:

This document prepared by
W. Wm. Ellsworth, Jr.
P. O. Drawer 2248
Lakeland, FL 33806-2248

RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, GENERAL CITRUS, INC., a Florida corporation, is the Owner of the following described real property in Polk County, Florida, described as:

Tracts 1 through 98, inclusive, COUNTRY TRAILS PHASE FIVE according to the Plat thereof recorded in Plat Book 90, Pages 48 & 49, Public Records of Polk County, Florida.

WHEREAS, the Owner of said real property desires to impose Restrictive Covenants and Conditions on said real property for the benefit of subsequent Grantees which Restrictive Covenants and Conditions shall be deemed to be covenants and conditions running with the land.

NOW, THEREFORE, the following Restrictive Covenants and Conditions are hereby imposed upon each Tract; the breach of which prior to January 1, 2020, A.D. shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one tract hereinabove described to proceed with legal action to prevent the furtherance of any breach of said Restrictive Covenants and Conditions and/or for damages from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants and Conditions for any length of time shall not estop any party so entitled from enforcing same; however, the present Owner shall not be liable or responsible in any way for its failure to enforce any part of these Restrictive Covenants and Conditions so enumerated. Further, invalidation of any one or any part of any one of these Restrictive Covenants and Conditions by Judgement or Order of Court will in no way affect any of the other Restrictive Covenants and Conditions herein set out, and such other Restrictive Covenants and Conditions shall remain in full force and effect. Additionally, the present Owner shall have the right to amend, modify and/or vacate these Restrictive Covenants and Conditions as to any or all of said lots at any time prior to the termination thereof; provided, however, that said lots affected by said amendment, modification and/or vacation shall be those at that time still owned by the present Owner or said amendment, modification and/or vacation shall also be joined in and executed by the subsequent Grantee of any lot in this subdivision affected, as the case may be; and provided further, that no amendment, modification and/or vacation may be made that will in any way affect the surface water management system of the Subdivision as permitted by the Southwest Florida Management District, including the water management portions of the common property areas, and the obligation of the Country Trails Property Owners' Association, Inc. and its members as a set forth in Paragraph 12 hereof to perpetually operate and maintain same, unless prior approval thereof is obtained from the Southwest Florida Water Management District, so that, in effect these Restrictions as pertaining thereof shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of these Restrictive Covenants and Conditions.

1. Each Tract shall be used expressly and exclusively for one (1) single-family private residential purposes and/or agricultural purposes. The following Tracts are combined, and each two of said Tracts so combined are to be considered in these Restrictive Covenants and Conditions and for membership in the Country Trails Property Owners' Association, Inc., as one (1) Tract. The combined Tract, may not be re-subdivided or separated for any reason by the subsequent owner(s) thereof and must be subsequently conveyed together as combined. The combined Tracts are as follows: Tracts 13 & 14; 17 & 18; 21 & 22; 32 & 33; 36 & 37; 45 & 46; 48 & the West 1/2 of 49; 50 & the East 1/2 of 49; 53 & 54; 65 & 66; 87 & 88; and 97 & 98.

2. No business activity other than an agricultural, animal and farming operation in accordance with these Restrictions shall be conducted or carried on in connection with the usage of any one Tract. In addition, no goats nor hogs of any kind shall be raised, bred or kept within 150 feet from any road right of way as shown on the Plat of COUNTRY TRAILS PHASE FIVE, Plat Book 90, Pages 48 & 49 Public Records of Polk County, Florida. All animals contained on a Tract must be properly housed, fenced and contained under proper constraint and control and further kept so as not to become or be an annoyance or nuisance to adjacent Tract owners or the neighborhood as a whole.

3. No Tract may contain more than one (1) single-family house or one (1) mobile home until these Restrictive Covenants and Conditions shall terminate; and before that time, no Tract may be re-divided so that it shall contain more than one (1) single-family dwelling unit. Each Tract may contain either a conventionally constructed single-family dwelling house, mobile home or modular home. Each single-family dwelling house may not exceed two stories in height nor (other than a mobile or modular home) contain less than a minimum of 900 square feet of area measured by outside dimensions exclusive of garages, carports, screened or unscreened porches and covered walkways.

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STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

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EXHIBIT

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breezeways and approaches. No mobile home or modular home placed on a Tract shall be older than a 1982 Model nor shall have dimensions less than twelve (12) feet by fifty (50) feet or fourteen (14) feet by forty-four (44) feet or equivalent square footage which shall be enclosed living area, exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches. Each mobile home or modular home shall be skirted on all sides at the same time it is set on and installed upon a Tract. Skirting construction to be of standard building materials; e.g., brick, block, aluminum (specifically for skirting), this does not include pallets, logs, tires, wire, or other unsightly materials. Each mobile home or modular home shall have a hurricane tie-down attachment at each corner of the unit, which attachments shall be properly embedded in the Tract at the time of installation of said home.

4. No Building or structure of any sort other than (1) mobile home or (1) modular home may be moved onto any Tract. Any single-family dwelling constructed on any Tract other than a mobile home shall be of new materials. No tent, garage, outbuilding, shed or camper-van shall be used as temporary or permanent residence.

5. No part or portion of any single-family dwelling house, garage or outbuilding on any Tract shall be erected closer to any property line setback requirement that may be at the time of said erection imposed or impossible by applicable zoning ordinances affecting said property by the County of Polk County, Florida, under a RC-2 zoning classification or equivalent.

6. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property; said containers to be covered at all times and emptied regularly so as to prevent litter and odor offensive to other residents. There shall be no open garbage pits nor shall garbage or trash be burned in the manner and location so as to be a nuisance to the neighboring property or properties.

7. No junk cars or trucks, salvage metal and equipment can be located on any Tract at any time. All motor vehicles located on each Tract shall have a current year's license tag registration. Additionally, only one (1) semi-tractor may be parked on any Tract at any time if allowed by zoning regulations. There shall be no parking of vehicles of any nature, upon the private road rights-of-way adjacent to any Tract.

8. The owners of any Tract shall not cause any existing natural creeks, drainage patterns, structures or easements to be blocked so as to impair water flow in any way whatsoever. Each tract owner shall maintain and not impair the design integrity of any man-made drainage areas on or adjacent to said Tract. In addition, the placement of culverts along any roadway for ingress and egress purposes by any Tract owner shall be made so as not to impair roadway drainage, and all culverts used shall have a minimum diameter of eighteen (18) inches and shall be maintained by the Tract owner.

9. Each Tract owner whereupon there is designated a Preservation Area as per the Plat of the Subdivision recognizes and agrees to protect those areas so designated and understands that those areas lie within the 100 Year Flood Plain; said areas being designated for protection by Ordinance #81-28, as amended, and Ordinance #83-2, as amended, of Polk County, Florida.

10. No noxious activity, trade or business of any sort other than those business activities allowed under paragraph 2 herein shall be carried on upon any Tract; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any Tract that will in any way injure the value of any adjoining Tract or the surrounding property.

11. The Owner and/or its assigns reserves the right to dedicate public utility and/or drainage easements along the perimeter of any Tract. Additionally, the present Owner and/or its assigns reserves the right to grant, convey and/or dedicate and/or to expand the use and benefit for subsequent owners of adjacent properties all Easements contained within the Plat of this Subdivision or hereafter imposed upon any property contained within by the owner and/or its assigns. In addition, no Tract shall be used, without written permission of the Owner, for ingress, egress and/or utility purposes to adjacent properties; however, the Owner has reserved and hereby reserves easements for ingress, egress and utility purposes; being sixty (60) feet in width and being equivalent to those private roads known as "Cypress Trails Drive", "Appalachian Trail", "Dodge Drive", "Red River Trail", "Abilene Trail" and "Overland Trail", as shown on the Plat of COUNTRY TRAILS PHASE FIVE, Plat Book 90, Pages 48 & 49, Public Records of Polk County, Florida. The use of these easements herein reserved by the Owner is non-exclusive and may be assigned by the Owner without notice to third parties. Further, the Owner and/or its assigns reserves an ingress/egress and utility easement 30 feet in width from the northern termination of "Cypress Trails Drive" and

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CLERK OF THE CIRCUIT COURT

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being the Easterly 15 feet of Tract 52 and the Westerly 15 feet of Tract 53; said easement reservation being for the use and benefit of no more than two (2) separate parcels and their owner(s) and/or its assigns, guests and invitees of the North 1/4 of Section 27, Township 26 South, Range 24 East, which property is contiguous and adjacent to the north boundary of Country Trails Phase Five Subdivision. The owner(s) of the N 1/4 of Section 27, Township 26 South, Range 24 East, shall not be subject to assessments and/or membership in the Country Trails Property Owners' Association.

12. ROADWAYS AND PROPERTY OWNERS' ASSOCIATION:

A. The Plat of COUNTRY TRAILS PHASE TWO, as recorded in Plat Book 82, Pages 38, 39, 40 and 41, Public Records of Polk County, Florida, has thereupon noted private roads known as "Cypress Trails Drive", "Bob White Drive" and "Woodridge Drive"; and the Plat of COUNTRY TRAILS PHASE THREE, as recorded in Plat Book 87, Pages 2 & 3, Public Records of Polk County, Florida, has thereupon noted private roads known as "Cypress Trails Drive", "Santa Fe Trail", "Chisholm Trail", "Natchez Trace", and "Old Spanish Trail"; and the Plat of COUNTRY TRAILS PHASE FIVE as recorded in Plat Book 90, Pages 48 & 49, Public Records of Polk County, Florida, has thereupon noted private roads known as "Cypress Trails Drive", "Appalachian Trail", "Dodge Drive", "Red River Trail", "Abilene Trail" and "Overland Trail". Tract owners, their guests and/or invitees are hereby given a non-exclusive, perpetual Easement for ingress, egress and/or utility purposes over, under and/or across those private roads as designated; however, subject to the terms and conditions set forth in a Private Road Easements and Agreement dated the 28th of January, 1987, and recorded in Official Records Book 2496, Page 2201, Public Records of Polk County, Florida, and pertaining to Country Trails Phase Two herein referenced; a Private Road Easements and Agreement dated the 29th day of September, 1988, and recorded in Official Records Book 2673, Page 0936, Public Records of Polk County, Florida, pertaining to Country Trails Phase Three, herein referenced; and a Private Road Easements and Agreement dated the 12th day of October, 1990, pertaining to Country Trails Phase Five, herein referenced, and recorded in the Public Records of Polk County, Florida; these Restrictions, and all Rules and Regulations and assessments of Country Trails Property Owners' Association, Inc., a corporation not-for-profit, under the Laws of the State of Florida, being further identified by Charter No. N18973 of which each Tract owner is deemed an active member.

B. As a result of the existence of the private roadways, these Tracts are subject to a variance to the subdivision regulations of Polk County, Florida. Pursuant to this variance, no building permit will be issued for any Tracts that have been resubdivided and that have dimensions less than as platted unless approval is granted by Polk County in accordance with its subdivision and/or road improvement regulations in effect at that time. If at any time, the owners of sixty per cent (60%) or more Tracts fronting on any private Roadway shall desire to improve that private Roadway at their own expense to meet the then existing Polk County requirements for county road maintenance, and Polk County is willing to accept the same for maintenance, then such Tract owners can and shall be entitled to convey that private Roadway to Polk County, Florida, without joinder of any other remaining Tract owners fronting on said private Roadway and/or having a use easement over said Roadway; and all Tract owners fronting on said Roadway shall be pro rata responsible for the costs of the Roadway's improvements as may be incurred for county maintenance acceptance.

In addition, the Owner or its assigns reserves the right to improve any private Roadway at its expense to meet the then existing Polk County requirements for county maintenance acceptance, and if Polk County is willing to accept the same for maintenance, then the Owner or its assigns can and shall be entitled to convey the Roadway to Polk County, Florida without joinder of any Tract owner fronting on said Roadway and/or having a use easement over said Roadway.

In the event Polk County shall accept a conveyance of a Roadway or dedication of such for county maintenance purposes, then and in that event, these Restrictive Covenants and Conditions as pertaining to the use and maintenance of that private Roadway shall be of no further force or effect.

C. (1) Each Tract owner shall be liable and obligated for payment of a pro rata share per Tract of the costs of maintaining the private Roadways. Each of said Tracts 1 through 98, inclusive, shall bear equal portions of each annual assessments regardless of a Tract's location, dimension or size; however, those combined Tracts as set forth in paragraph 1 hereof shall only be subject to one (1) assessment(s) per combined Tracts. Any unpaid annual assessments (as hereinafter referred to) due at any time shall be and become an obligation of a new owner of a Tract upon purchase of said Tract.

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(2) Any assessments described herein shall be payable to Country Trails Property Owners' Association, Inc. A purpose of the Association is and shall be to maintain the private Roadways and determine, prepare, deliver notice of and collect the assessments for said maintenance. Other Association purposes are set forth in the Articles of Association.

(3) Each Tract owner shall be a mandatory member of the association and at all Association membership meetings, if in good standing, shall be entitled to one (1) vote for each Tract owned; however, those combined Tracts as set forth in paragraph 1 hereof shall only be entitled to one (1) membership and one (1) vote for each of said Tracts so combined.

(4) There shall be no Roadways maintenance assessment for a period of twelve (12) months from the date of these Restrictions, and the present Owner agrees to maintain these private Roadways as shown on the Plat of COUNTRY TRAILS PHASE FIVE, Plat Book 90, Pages 48 & 49, Public Records of Polk County, Florida, until one (1) year from the date hereof at no expense to subsequent Tract owners hereby granted an easement over said Roadways. In addition, the present Owner hereby reserves the right, but not the duty, to maintain those private Roadways or any portion thereof at any time after a period of one (1) year from the date hereof at no expense to subsequent Tract owners.

(5) All subsequent private Roadways maintenance assessments commencing one (1) year from the date hereof and for all subsequent years, unless increased or decreased by the Association, shall be Fifty (\$50.00) Dollars per Tract and shall be payable in accordance with the Association assessment therefor or at the closing of the purchase of a Tract from the present Owner.

(6) During the month of November of each year after 1986, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors, fixing the amount of the private Roadways maintenance assessments and conducting old and new Association business for the ensuing year. Said call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting, and shall be mailed to all Tract Owners at the last addresses for said owners as shown on the Polk County tax rolls. The annual election of the Board of Directors, each year's annual assessment for private Roadways maintenance and business of the Association shall be determined at said meeting by the affirmative written vote of a majority of those Association members present, in person or by proxy, at said meeting.

(7) The Country Trails Property Owners' Association, Inc., is and shall be empowered:

(i) To manage, maintain and repair the existing private Roadways and any extensions thereof; provided, however, that any extension of "Cypress Trails Drive" or any other Roadways that may be extended therefrom shall be extended by the Owner and/or its assigns at its expense and with the further provision that any property owners fronting on said Roadways or the extensions thereof and having use of same shall be members of Country Trails Property Owners' Association, Inc., and shall be governed by all rules, regulations and assessments of said Association. Further, any extension of "Cypress Trails Drive" shall be limited to an extension within Sections 1 and 2, Township 27 South, Range 24 East, and Sections 27, 34, and 35, Township 26 South, Range 24 East, Polk County, Florida.

(ii) To maintain private Roadways, street and traffic control signs.

(iii) To manage, maintain, construct and/or repair all Drainage Easements and/or all Drainage Retention Easements for the use and benefit of all property owners of the Subdivision. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage easements and/or drainage retention easements as common property in accordance with the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot for the purposes of maintenance of drainage easements and/or drainage retention areas within the Subdivision.

(iv) To enforce these Restrictions, either on its own account or in conjunction with other Tract owners. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected, by legal action, if necessary.

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CLERK OF THE CIRCUIT COURT

(v) To impose hunting restrictions which shall be uniformly applicable to all Tracts; and to enunciate a neighborhood crime watch security program or other similar program for the subdivision as a whole.

(vi) To bond, if desired, directors, officers and employees of the Association.

(vii) The Association through its membership shall have the absolute right to modify all of the Restrictions contained herein by amendment, deletion and/or addition thereto upon the written direction of two-thirds (2/3) or more of the membership in the Association; however, no amendment, deletion and/or addition hereto may be made that would affect the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, unless prior approval thereof is obtained from the Southwest Florida Water Management District. In effect, the Members' and the Association's obligation for the maintenance of the surface water management system of the Subdivision as specifically set forth in Paragraph 12 C. (7) (iii) of these Restrictive Covenants and Conditions shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of these Restrictive Covenants and Conditions.

IN WITNESS WHEREOF, GENERAL CITRUS, INC., a Florida corporation, has executed these Restrictive Covenants and Conditions by its proper corporate office and affixed its corporate seal this 12th day of October, 1990.

Signed, Sealed and Delivered
in the Presence of:

Ray D. McNeil
Michael J. Kyles

GENERAL CITRUS, INC.

BY: W.H. Nelson
W.H. NELSON - Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF POLK)

THE FOREGOING RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by W. H. NELSON, Vice-President of GENERAL CITRUS, INC., a Florida Corporation, this 12th day of October, 1990.



Ray D. McNeil
NOTARY PUBLIC - STATE OF FLORIDA

My Commission Expires: 9-30-92

15 21.00 CI
51 3.00 D
LC 6C46 12/14/90 24.00 T
EQ 24.00CKT
6C4 6C46 588 12/14/90

FILED, RECORDED AND
RECORD VERIFIED
E. O. "BUD" BUDON, CL. CL. CL.
POLK COUNTY, FLA.
BY SB D.C.

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I hereby certify that the foregoing is a true copy of the record in my office this day, Feb 09, 2018. Redacted Unredacted/law X
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By [Signature] Deputy Clerk

This document prepared by
W. Wm. Ellsworth, Jr.
P. O. Drawer 2248
Lakeland, FL 33806-2248

RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, GENERAL CITRUS, INC., a Florida corporation, is the Owner of the following described real property in Polk County, Florida, described as:

Tracts 1 through 77, inclusive, COUNTRY TRAILS PHASE THREE, according to the Plat thereof recorded in Plat Book 87, Pages 2 & 3 Public Records of Polk County, Florida.

WHEREAS, the Owner of said real property desires to impose Restrictive Covenants and Conditions on said real property for the benefit of subsequent Grantees which Restrictive Covenants and Conditions shall be deemed to be covenants and conditions running with the land.

NOW, THEREFORE, the following Restrictive Covenants and Conditions are hereby imposed upon each Tract; the breach of which prior to January 1, 2015, A.D. shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one tract hereinabove described to proceed with legal action to prevent the furtherance of any breach of said Restrictive Covenants and Conditions and/or for damages from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants and Conditions for any length of time shall not estop any party so entitled from enforcing same; however, the present Owner shall not be liable or responsible in any way for its failure to enforce any part of these Restrictive Covenants and Conditions so enumerated. Further, invalidation of any one or any part of any one of these Restrictive Covenants and Conditions by Judgement or Order of Court will in no way affect any of the other Restrictive Covenants and Conditions herein set out, and such other Restrictive Covenants and Conditions shall remain in full force and effect. Additionally, the present Owner may modify said Restrictive Covenants and Conditions as to any or all of said Tracts within three (3) years from the date hereof, provided; however, that said Tracts affected by said Modification shall be those at that time still owned by the Owner.

1. Each Tract shall be used expressly and exclusive for one (1) single-family private residential purposes and/or agricultural purposes, and each Tract used for that purpose shall be a minimum of two (2) acres.

2. No business activity other than an agricultural, animal and farming operation in accordance with these Restrictions shall be conducted or carried on in connection with the usage of any one Tract. In addition, no goats nor hogs of any kind shall be raised, bred or kept within 150 feet from any road right of way as shown on the Plat of COUNTRY TRAILS PHASE THREE, Plat Book 87, Pages 2 & 3, Public Records of Polk County, Florida. All animals contained on a Tract must be properly housed, fenced and contained under proper constraint and control and further kept so as not to become or be an annoyance or nuisance to adjacent Tract owners or the neighborhood as a whole.

3. No Tract may contain more than one (1) single-family house or one (1) mobile home until these Restrictive Covenants and Conditions shall terminate; and before that time, no Tract may be re-divided so that it shall contain more than one (1) single-family dwelling unit. Each Tract may contain either a conventionally constructed single-family dwelling house, mobile home or modular home. Each single-family dwelling house may not exceed two stories in height nor (other than a mobile or modular home) contain less than a minimum of 900 square feet of area measured by outside dimensions exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches. No mobile home or modular home placed on a Tract shall be older than a 1978 Model nor shall have dimensions less than twelve (12) feet by fifty (50) feet or fourteen (14) feet by forty-four (44) feet or equivalent square footage which shall be enclosed living area, exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches; and each mobile home or modular home shall be skirted on all sides within ninety (90) days after being set on a Tract. Each mobile home or modular home shall have a hurricane tie-down attachment at each corner of the unit, which attachments shall be properly embedded in the Tract at the time of installation of said home.

4. No Building or structure of any sort other than (1) mobile home or (1) modular home may be moved onto any Tract. Any single-family dwelling constructed on any Tract other than a mobile home shall be of new materials. No tent, garage, outbuilding, shed or camper-van shall be used as temporary or permanent residence.

5. No part or portion of any single-family dwelling house, garage or outbuilding on any Tract shall be erected closer to any property line setback requirement that may be at the time of said erection imposed or imposable by applicable zoning ordinances affecting said property by the County of Polk County, Florida, under a RC-2 zoning classification or equivalent.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

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6. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property; said containers to be covered at all times and emptied regularly so as to prevent litter and odor offensive to other residents. There shall be no open garbage pits nor shall garbage or trash be burned in the manner and location so as to be a nuisance to the neighboring property or properties.

7. No junk cars or trucks, salvage metal and equipment can be located on any Tract at any time. All motor vehicles located on each Tract shall have a current year's license tag registration. Additionally, only one (1) semi-tractor may be parked on any Tract at any time if allowed by zoning regulations. There shall be no parking of vehicles of any nature, upon the private road rights-of-way adjacent to any Tract.

8. The owners of any Tract shall not cause any existing natural creeks, drainage patterns, structures or easements to be blocked so as to impair water flow in any way whatsoever. Each tract owner shall maintain and not impair the design integrity of any man-made drainage areas on or adjacent to said Tract. In addition, the placement of culverts along any roadway for ingress and egress purposes by any Tract owner shall be made so as not to impair roadway drainage, and all culverts used shall have a minimum diameter of eighteen (18) inches and shall be maintained by the Tract owner.

9. No noxious activity, trade or business of any sort other than those business activities allowed under paragraph 2 herein shall be carried on upon any Tract; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any Tract that will in any way injure the value of any adjoining Tract or the surrounding property.

10. Each Tract owner whereupon there is designated a Preservation Area as per the Plat of the Subdivision recognizes and agrees to protect those areas so designated and understands that those areas lie within the 100 Year Flood Plain; said areas being designated for protection by Ordinance #81-28, as amended, and Ordinance #83-2, as amended, of Polk County, Florida.

11. The Owner and/or its assigns reserves the right to dedicate public utility and/or drainage easements along the perimeter of any Tract. In addition, no Tract shall be used, without written permission of the Owner, for ingress, egress and/or utility purposes to adjacent properties; however, the Owner has reserved and hereby reserves easements for ingress, egress and utility purposes; being sixty (60) feet in width and being equivalent to those private roads known as "Cypress Trails Drive", "Santa Fe Trail", "Chisolm Trail", "Nanchez Trace" and "Old Spanish Trail", as shown on the Plat of COUNTRY TRAILS PHASE THREE, Plat Book 87, Pages 263, Public Records of Polk County, Florida. The use of these easements herein reserved by the Owner is non-exclusive and may be assigned by the Owner without notice to third parties.

12. ROADWAYS AND PROPERTY OWNERS' ASSOCIATION:

A. The Plat of Country Trails Phase Two, as recorded in Plat Book 82, Pages 38, 39, 40 and 41, Public Records of Polk County, Florida, has thereupon noted private roads known as "Cypress Trails Drive", "Bob White Drive" and "Woodridge Drive", and the Plat of COUNTRY TRAILS PHASE THREE as recorded in Plat Book 87, Pages 263, Public Records of Polk County, Florida, has thereupon noted private roads known as "Cypress Trails Drive", "Santa Fe Trail", "Chisolm Trail", "Nanchez Trace", and "Old Spanish Trail". Tract owners, their guests and/or invitees are hereby given a non-exclusive, perpetual Easement for ingress, egress and/or utility purposes over, under and/or across those private roads as designated; however, subject to the terms and conditions set forth in a Private Road Easements and Agreement dated the 28th of January, 1987, and recorded in Official Records Book 2496, Page 2201, Public Records of Polk County, Florida, and pertaining to Country Trails Phase Two herein referenced; and a Private Road Easements and Agreement dated the 22th day of September, 1988, pertaining to Country Trails Phase Three, herein referenced, and recorded in the Public Records of Polk County, Florida; these Restrictions, and all Rules and Regulations and assessments of Country Trails Property Owners' Association, Inc., a corporation not-for-profit, under the Laws of the State of Florida, being further identified by Charter No. N18973 of which each Tract owner is deemed an active member.

B. As a result of the existence of the private roadways, these Tracts are subject to a variance to the subdivision regulations of Polk County, Florida. Pursuant to this variance, no building permit will be issued for any Tracts that have been resubdivided and that have dimensions less than as

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platted unless approval is granted by Polk County in accordance with its subdivision and/or road improvement regulations in effect at that time. If at any time, the owners of sixty per cent (60%) or more Tracts fronting on any private Roadway shall desire to improve that private Roadway at their own expense to meet the then existing Polk County requirements for county road maintenance, and Polk County is willing to accept the same for maintenance, then such Tract owners can and shall be entitled to convey that private Roadway to Polk County, Florida, without joinder of any other remaining Tract owners fronting on said private Roadway and/or having a use easement over said Roadway; and all Tract owners fronting on said Roadway shall be pro rata responsible for the costs of the Roadway's improvements as may be incurred for county maintenance acceptance.

In addition, the Owner or its assigns reserves the right to improve any private Roadway at its expense to meet the then existing Polk County requirements for county maintenance acceptance, and if Polk County is willing to accept the same for maintenance, then the Owner or its assigns can and shall be entitled to convey the Roadway to Polk County, Florida without joinder of any Tract owner fronting on said Roadway and/or having a use easement over said Roadway.

In the event Polk County shall accept a conveyance of a Roadway or dedication of such for county maintenance purposes, then and in that event, these Restrictive Covenants and Conditions as pertaining to the use and maintenance of that private Roadway shall be of no further force or effect.

C. (1) Each Tract owner shall be liable and obligated for payment of a pro rate share per Tract of the costs of maintaining the private Roadways. Each of said Tracts 1 through 77, inclusive, shall bear equal portions of each annual assessments regardless of a Tract's location, dimension or size. Any unpaid annual assessments (as hereinafter referred to) due at any time shall be and become an obligation of a new owner of a Tract upon purchase of said Tract.

(2) Any assessments described herein shall be payable to Country Trails Property Owners' Association, Inc. A purpose of the Association is and shall be to maintain the private Roadways and determine, prepare, deliver notice of and collect the assessments for said maintenance. Other Association purposes are set forth in the Articles of Association.

(3) Each Tract owner shall be a member of the association and at all Association membership meetings, if in good standing, shall be entitled to one (1) vote for each Tract owned.

(4) There shall be no Roadways maintenance assessment for a period of twelve (12) months from the date of these Restrictions, and the present Owner agrees to maintain those private Roadways as shown on the Plat of COUNTRY TRAILS PHASE THREE, Plat Book 87, Pages 263, Public Records of Polk County, Florida, until one (1) year from the date hereof at no expense to subsequent Tract owners hereby granted an easement over said Roadways. In addition, the present Owner hereby reserves the right, but not the duty, to maintain those private Roadways or any portion thereof at any time after a period of one (1) year from the date hereof at no expense to subsequent Tract owners.

(5) All subsequent private Roadways maintenance assessments commencing one (1) year from the date hereof and for all subsequent years, unless increased or decreased by the Association, shall be Fifty (\$50.00) Dollars per Tract and shall be payable in accordance with the Association assessment therefor or at the closing of the purchase of a Tract from the present Owner.

(6) During the month of November of each year after 1986, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors, fixing the amount of the private Roadways maintenance assessments and conducting old and new Association business for the ensuing year. Said call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting, and shall be mailed by certified mail, return receipt requested, to all Tract Owners at the last addresses for said owners as shown on the Polk County tax rolls. The annual election of the Board of Directors, each year's annual assessment for private Roadways maintenance and business of the Association shall be determined at said meeting by the affirmative written vote of a majority of those Association members present, in person or by proxy, at said meeting.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

(7) The Country Trails Property Owners' Association, Inc., is and shall be empowered:

(i) To manage, maintain and repair the existing private Roadways and any extensions thereof; provided, however, that any extension of "Cypress Trails Drive" or any other Roadways that may be extended therefrom shall be extended by the Owner and/or its assigns at its expense and with the further provision that any property owners fronting on said Roadways or the extensions thereof and having use of same shall be members of Country Trails Property Owners' Association, Inc., and shall be governed by all rules, regulations and assessments of said Association. Further, any extension of "Cypress Trails Drive" shall be limited to an extension within Sections 1 and 2, Township 27 South, Range 24 East, and Sections 27, 34, and 35, Township 26 South, Range 24 East, Polk County, Florida.

(ii) To maintain private Roadways, street and traffic control signs.

(iii) To enforce these Restrictions, either on its own account or in conjunction with other Tract owners. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected, by legal action, if necessary.

(iv) To maintain Drainage Easements, Drainage Design Integrity and Roadways ditches; and to impose hunting restrictions which shall be uniformly applicable to all Tracts; and to enunciate a neighborhood crime watch security program or other similar program for the subdivision as a whole.

(v) To bond, if desired, directors, officers and employees of the Association.

IN WITNESS WHEREOF, GENERAL CITRUS, INC., a Florida corporation, has executed these Restrictive Covenants and Conditions by its proper corporate office and affixed its corporate seal this 29th day of September, 1988.

Signed, Sealed and Delivered
in the Presence of:

Penny J. Sheen
Sandra L. Esposito

GENERAL CITRUS, INC.

BY: *W.H. Nelson*
W.H. NELSON - Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF POLK)

THE FOREGOING RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by W.H. NELSON, Vice-President of GENERAL CITRUS, INC., a Florida Corporation, this 29th day of September, 1988.



Penny J. Sheen
NOTARY PUBLIC - STATE OF FLORIDA

My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires Dec. 2, 1988

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Doc" DUNN, CL. CL. CL.
POLK COUNTY, FLA.
BY *[Signature]* D.Q.

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I hereby certify that the foregoing is a true copy of the record in my office this day, Feb 09, 2018. Redacted ☒ Unredacted/law ☒
Stacy M. Bitterfield, Clerk of Court, Polk County, Florida
By *[Signature]* Deputy Clerk

RESTRICTIVE COVENANTS AND CONDITIONS

The document is a copy of
W. Wm. Lusk, Jr., R.
P. O. District 1, 11
Tallahassee, FL 32303

WHEREAS, GENERAL CITRUS, INC., a Florida corporation, is the Owner of the following described real property in Polk County, Florida, described as:

Tracts 1 through 53, inclusive, COUNTRY TRAILS PHASE TWO, according to the Plat thereof recorded in Plat Book 82, Pages 38, 39, 40, and 41, Public Records of Polk County, Florida.

WHEREAS, the Owner of said real property desires to impose Restrictive Covenants and Conditions on said real property for the benefit of subsequent Grantees which Restrictive Covenants and Conditions shall be deemed to be covenants and conditions running with the Land.

NOW, THEREFORE, the following Restrictive Covenants and Conditions are hereby imposed upon each Tract; the breach of which prior to January 1, 2015, A.D. shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one tract hereinabove described to proceed with legal action to prevent the furtherance of any breach of said Restrictive Covenants and Conditions and/or for damages from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants and Conditions for any length of time shall not estop any party so entitled from enforcing same; however, the present Owner shall not be liable or responsible in any way for its failure to enforce any part of these Restrictive Covenants and Conditions so enumerated. Further, invalidation of any one or any part of any one of these Restrictive Covenants and Conditions by Judgement or Order of Court will in no way affect any of the other Restrictive Covenants and Conditions herein set out, and such other Restrictive Covenants and Conditions shall remain in full force and effect. Additionally, the present Owner may modify said Restrictive Covenants and Conditions as to any or all of said Tracts within one (1) years from the date hereof, provided; however, that said Tracts affected by said Modification shall be those at that time still owned by the Owner.

1. Each Tract shall be used expressly and exclusive for one (1) single-family private residential purposes and/or agricultural purposes, and each Tract used for that purpose shall be a minimum of two (2) acres.

2. No business activity other than an agricultural, animal and farming operation in accordance with these Restrictions shall be conducted or carried on in connection with the usage of any one Tract. In addition, no goats nor hogs of any kind shall be raised, bred or kept within 150 feet from any road right of way as shown on the Plat of COUNTRY TRAILS PHASE TWO, Plat Book 82, Pages 38, 39, 40, and 41, Public Records of Polk County, Florida. All animals contained on a Tract must be properly housed, fenced and contained under proper constraint and control and further kept so as not to become or be an annoyance or nuisance to adjacent Tract owners or the neighborhood as a whole.

3. Each Tract may contain either a conventionally constructed single-family dwelling house, mobile home or modular home. Each single-family dwelling house may not exceed two stories in height nor (other than a mobile or modular home) contain less than a minimum of 900 square feet of area measured by outside dimensions exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches. No mobile home or modular home placed on a Tract shall be older than a 1976 Model nor shall have dimensions less than twelve (12) feet by fifty (50) feet or fourteen (14) feet by forty-four (44) feet or equivalent which shall be enclosed living area, exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches; and each mobile home or modular home shall be skirted on all sides within ninety (90) days after being set on a Tract. Each mobile home or modular home shall have a hurricane tie-down attachment at each corner of the unit, which attachments shall be properly embedded in the Tract at the time of installation of said home.

No Building or structure of any sort other than a mobile home or modular home may be moved on to any Tract. Any single-family dwelling constructed on any Tract other than a mobile home shall be of new materials. No tent, garage, outbuilding, shed or camper-van shall be used as temporary or permanent residence.

4. No part or portion of any single-family dwelling house, garage or outbuilding on any Tract shall be erected closer to any property line setback requirement that may be at the time of said erection imposed or imposed by applicable zoning ordinances affecting said property by the County of Polk County, Florida, under a RC-2 zoning classification or equivalent.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

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POLK COUNTY, FLA. PAGE

5. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property; said containers to be covered at all times and emptied regularly so as to prevent litter and odor offensive to other residents. There shall be no open garbage pits nor shall garbage or trash be burned in the manner and location so as to be a nuisance to the neighboring property or properties.

6. No junk cars or trucks, salvage metal and equipment can be located on any Tract at any time. All motor vehicles located on each Tract shall have a current year's license tag registration. Additionally, only one (1) semitractor may be parked on any Tract at any time.

7. The owners of any Tract shall not cause any existing natural creeks, drainage patterns, structures or easements to be blocked so as to impair water flow in any way whatsoever. Each tract owner shall maintain and not impair the design integrity of any man-made drainage areas on or adjacent to said Tract. In addition, the placement of culverts along any roadway for ingress and egress purposes by any Tract owner shall be made so as not to impair roadway drainage, and all culverts used shall have a minimum diameter of eighteen (18) inches and shall be maintained by the Tract owner.

8. No noxious activity, trade or business of any sort shall be carried on upon any Tract; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any Tract that will in any way injure the value of any adjoining Tract, or the surrounding property.

9. The Owner and/or its assigns reserves the right to dedicate public utility and/or drainage easements along the perimeter of any Tract. In addition, no Tract shall be used, without written permission of the Owner, for ingress, egress and/or utility purposes to adjacent properties; however, the Owner has reserved and hereby reserves easements for ingress, egress and utility purposes; being sixty (60) feet in width and being equivalent to those private roads known as "Cypress Trails Drive", "Bob White Drive", and "Woodbridge Drive", as shown on the Plat of Country Trails Phase Two, Plat Book 82, Pages 38, 39, 40, and 41, Public Records of Polk County, Florida. The use of these easements herein reserved by the Owner is non-exclusive and may be assigned by the Owner without notice to third parties.

10. ROADWAYS AND PROPERTY OWNER'S ASSOCIATION:

A. The Plat of Country Trails Phase Two as recorded in Plat Book 82, Pages 38, 39, 40, and 41, Public Records of Polk County, Florida, has thereupon noted private roads known as "Cypress Trails Drive", "Bob White Drive", and "Woodbridge Drive". Tract owners, their guests and/or invitees, are hereby given a non-exclusive, perpetual Easement for ingress, egress and/or utility purposes over, under and/or across those private roads as designated; however, subject to the terms and conditions set forth in Private Road Easements and Agreement dated the 28th of January, 1987, and recorded in the Public Records of Polk County, Florida, these Restrictions and all rules, regulations and assessments of Country Trails Property Owners' Association, Inc., a corporation not-for-profit, under the laws of the State of Florida of which each Tract owner is deemed an active member.

B. As a result of the existence of the private roadways, these Tracts are subject to a variance to the subdivision regulations of Polk County, Florida. Pursuant to this variance, no building permit will be issued for any Tracts that have been resubdivided and that have dimensions less than as platted unless approval is granted by Polk County in accordance with its subdivision and/or road improvement regulations in effect at that time. If at any time, the owners of sixty per cent (60%) or more Tracts fronting on any private Roadway shall desire to improve that private Roadway at their own expense to meet the then existing Polk County requirements for county road maintenance, and Polk County is willing to accept the same for maintenance, then such Tract owners can and shall be entitled to convey that private Roadway to Polk County, Florida, without joinder of any other remaining Tract owners fronting on said private Roadway and/or having a use easement over said Roadway; and all Tract owners fronting on said Roadway shall be pro rata responsible for the costs of the Roadway's improvements as may be incurred for county maintenance acceptance.

In addition, the Owner or its assigns reserves the right to improve any private Roadway at its expense to meet the then existing Polk County requirements for county maintenance acceptance, and if Polk County is willing to accept the same for maintenance, then the Owner or its assigns can and shall be entitled to convey the Roadway to Polk County, Florida without joinder of any Tract owner fronting on said Roadway and/or having a use easement over said Roadway.

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POLK OFFREC. PAGE

In the event Polk County shall accept a conveyance of a Roadway or dedication of such for county maintenance purposes, then and in that event, these Restrictive Covenants and Conditions as pertaining to the use and maintenance of that private Roadway shall be of no further force or effect.

C. (1) Each Tract owner shall be liable and obligated for payment of a pro rate share per Tract of the costs of maintaining the private Roadways. Each of said Tracts 1 through 53, inclusive, shall bear equal portions of each annual assessments regardless of a Tract's location, dimension or size. Any unpaid annual assessments (as hereinafter referred to) due at any time shall be and become an obligation of a new owner of a Tract upon purchase of said Tract.

(2) Any assessments described herein shall be payable to Country Trails Property Owners' Association, Inc. A purpose of the Association is and shall be to maintain the private Roadways and determine, prepare, deliver notice of and collect the assessments for said maintenance. Other Association purposes are set forth in the Articles of Association.

(3) Each Tract owner shall be a member of the association and at all Association membership meetings, if in good standing, shall be entitled to one (1) vote for each Tract owned.

(4) There shall be no Roadways maintenance assessment for a period of twelve (12) months from the date of these Restrictions, and the present Owner agrees to maintain those private Roadways as shown on the Plat of Country Trails Phase Two, Plat Book 82, pages 38, 39, 40, and 41, Public Records of Polk County, Florida, until one (1) year from the date hereof at no expense to subsequent Tract owners hereby granted an easement over said Roadways. In addition, the present Owner hereby reserves the right, but not the duty, to maintain those private Roadways or any portion thereof at any time after a period of one (1) year from the date hereof at no expense to subsequent Tract owners.

(5) All subsequent private Roadways maintenance assessments commencing one (1) year from the date hereof and for all subsequent years, unless increased or decreased by the Association, shall be Fifty (\$50.00) Dollars per Tract and shall be payable in accordance with the Association assessment therefor or at the closing of the purchase of a Tract from the present Owner.

(6) During the month of November of each year after 1986, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors, fixing the amount of the private Roadways maintenance assessments and conducting old and new Association business for the ensuing year. Said call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting, and shall be mailed by certified mail, return receipt requested, to all Tract Owners at the last addresses for said owners as shown on the Polk County tax rolls. The annual election of the Board of Directors, each year's annual assessment for private Roadways maintenance and business of the Association shall be determined at said meeting by the affirmative written vote of a majority of those Association members present, in person or by proxy, at said meeting.

(7) The Country Trails Property Owners' Association, Inc., is and shall be empowered:

(i) To manage, maintain and repair the existing private Roadways and any extensions thereof; provided, however, that any extension of "Cypress Trails Drive" or any other Roadways that may be extended therefrom shall be extended by the Owner and/or its assigns at its expense and with the further provision that any property owners fronting on said Roadways or the extensions thereof and having use of same shall be members of Country Trails Property Owners' Association, Inc., and shall be governed by all rules, regulations and assessments of said Association. Further, any extension of "Cypress Trails Drive" shall be limited to an extension within Sections 1 and 2, Township 27 South, Range 24 East, and Sections 27, 34, and 35, Township 26 South, Range 24 East, Polk County, Florida.

(ii) To maintain private Roadways, street and traffic control signs.

(iii) To enforce these Restrictions, either on its own account or in conjunction with other Tract owners. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected, by legal action, if necessary.

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POLK OFF. REC. PAGE

(iv) To maintain Drainage Easements and Roadways ditches; and to impose hunting restrictions which shall be uniformly applicable to all Tracts; and to enunciate a neighborhood crime watch security program or other similar program for the subdivision as a whole.

(v) To bond, if desired, directors, officers and employees of the Association.

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POLK OFF. REC. PAGE

IN WITNESS WHEREOF, GENERAL CITRUS, INC., a Florida corporation, has executed these Restrictive Covenants and Conditions by its proper corporate office and affixed its corporate seal this 28th day of January, 1987.

Signed, Sealed and Delivered
in the Presence of:

Bruce A. Anderson
Charles Taylor

GENERAL CITRUS, INC.

BY: W.H. Nelson
W.H. NELSON, Vice-President
(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF POLK)

THE FOREGOING RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by W. H. NELSON, Vice-President of GENERAL CITRUS, INC., a Florida Corporation, this 28th day of January, 1987.



Thomas R. Dabucci
NOTARY PUBLIC - STATE OF FLORIDA

My Commission Expires: 12/31/1995
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/1995
BONDED BY THE GENERAL 195, 1995

02/02/87

DEPT 15 17.00
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CHECKS 17.00
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FILED, RECORDED AND
RECORD VERIFIED
R.D. DIXON, CLERK
POLK COUNTY, FLA.
BY John D.

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I hereby certify that the foregoing is a true copy of the record in my office this day, Feb 09, 2018. Redacted Unredacted/law X
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By Stacy M. Butterfield Deputy Clerk

After recording, return to:
Robert J. Stanz, Esq.
ROBERT J. STANZ, P.A.
5121 S. Lakeland Dr., Suite 4
Lakeland, Florida 33813
888-4-STANZLAW

INSTR # 2010200365
BK 08281 PGS 2091-2103 PG(s) 13
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 112.00
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**BYLAWS
OF COUNTRY TRAILS PROPERTY OWNERS'
ASSOCIATION, INC.**

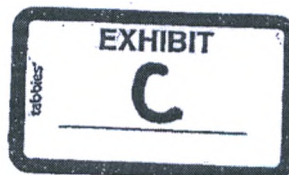
CERTIFICATION AND ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, personally appeared ROBERT J. STANZ, being of age, who was duly sworn and says that he has personal knowledge of the facts and swears to the truth of the following:

1. That I am ROBERT J. STANZ, an active member in good standing with the Florida Bar, counsel for the Association. My office is currently located at 5121 South Lakeland Drive, Suite 4, Lakeland, Florida 33813.
2. I certify that attached hereto as Exhibit "A" is a true and correct copy of the Bylaws of the Country Trails Property Owners' Association, Inc. (the "Bylaws").
3. To the best of my knowledge, the Bylaws were not previously recorded in the public records.
4. To the best of my knowledge, the Bylaws were adopted by the original directors of the Association in 1987.
5. The purpose of this affidavit is to certify the existence of the Bylaws and to record the Bylaws in the public records of Polk County, Florida.

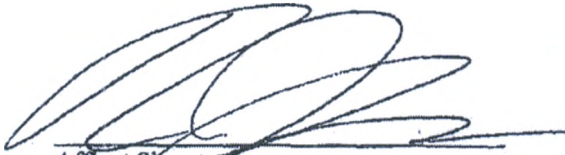
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CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

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FURTHER AFFIANT SAYETH NAUGHT.



Affiant Signature
ROBERT J. STANZ
Affiant Printed Name

Sworn to and subscribed before me this 16 day of November, 2010, by ROBERT J. STANZ
who is personally known to me.



Notary Public
Commission Expires:



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

EXHIBIT A

BY-LAWS OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. A NOT FOR PROFIT FLORIDA CORPORATION

ARTICLE I

Membership

The Membership of the foregoing Association shall be the owner(s) of each of Tracts 1 through 53, inclusive, COUNTRY TRAILS PHASE TWO, Plat Book 82, Page 38, 39, 40 and 42, Public Records of Polk County, Florida; Tracts 1 through 77, inclusive, COUNTRY TRAILS PHASE THREE, Plat Book 87, Pages 2 and 3, Public Records of Polk County, Florida; Tracts 1 through 98, inclusive, COUNTRY TRAILS PHASE FIVE, Plat Book 90, Pages 49 and 49, Public Records of Polk County, Florida. Membership in the Association shall be appurtenant to the ownership of a lot and may not be transferred separate from the ownership of a lot. Any member who has not paid any assessments, charges, and/or costs of the Association during the time-period allowed for the payment of same shall not be entitled to the right to vote at the Association meetings as long as the assessments, charges, and/or costs remain unpaid.

ARTICLE II

Board of Directors

Section 1. Composition of Board. No Director's spouse shall serve at the same time on the Board of Directors, nor shall any blood relative of a Director (closer than first cousin) serve at the same time on the Board of Directors.

Each member of the Board of Directors shall carry out the purposes of the Association in compliance with the Articles of Incorporation and the By-Laws of the corporation and should necessarily devote the time necessary to support the Association, its objectives and purposes.

Section 2. Resignation; Removal. Any Director may resign at any time by giving written notice to the President of the

Association or Chairman of the Board of Directors or in their absence to the Secretary of the Association. Such resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later time specified therein.

Any director may be removed for cause (which shall be deemed to be excessive absence from called Director meetings) by vote of at least two-thirds of the members of the Board of Directors. Any Director sought to be removed shall be given reasonable notice and, in the case of a Director removed for cause, an opportunity to be heard regarding the cause stipulated for his removal.

Notwithstanding the foregoing, the Membership shall have the right to remove, with or without cause, any Director and to replace any Director so removed.

Section 3. Officers of the Board. The Officers of the Board of Directors shall be a Chairman who shall also be the President of the Association and a Vice-Chairman who shall also be the Vice-President of the Association. Each shall be elected by the Board of Directors from its own membership at the annual meeting of the Board of Directors to serve until the next annual meeting of the Association wherein Board of Director members are elected.

Section 4. Duties of Officers of the Board. The Chairman shall preside at all meetings of the Board of Directors. The Chairman shall appoint all committee members and all committee chairmen. The Chairman shall have such obligation and responsibilities that may be delegated by the Board of Directors from time to time.

The Vice-Chairman shall act in the absence of the Chairman, and when so acting shall have all the authority and powers of the Chairman. The Vice-Chairman shall perform such other duties as from time to time are assigned by the Chairman.

Each Officer of the Board shall deliver to successors in office all official records of the Association not later than ten (10) days following the election of a successor.

ARTICLE III

Regular and Special Meetings of the Board of Directors

Section 1. Regular Meetings. The Board of Directors shall hold a regular annual meeting after the regular annual Membership

meeting wherein members of the Board of Directors are elected.

Said annual meeting of the Board of Directors shall be held to elect the Officers of the Association and for such other purposes as the Board of Directors may deem proper.

The Board of Directors may hold regular meetings more frequently as they deem advisable.

Section 2. Special Meetings. Special Meetings may be called by the Chairman or at the written request of one of the members of the Board of Directors. Notice of special meetings shall be in writing and by postal mail to each member of the Board of Directors at least three (3) days before the date of the special meeting or, if personally delivered to the home or office of each of the Directors, at least forty-eight (48) hours before such special meeting. Notice shall state the business or the transaction for which the meeting has been called. An emergency Special Meeting of the Board of Directors may be called without the necessity of any notice as long as the notice provisions are waived by at least two-thirds of the Board of Directors.

Section 3. Place of Meetings. All meetings of the Board of Directors shall be held in Polk County, Florida, as determined by the Board of Directors.

Section 4. Agenda for Regular Meetings. The order of business at the regular annual meetings of the Board of Directors shall be:

- (a) Calling the roll
- (b) Reading the Minutes of the Prior Meeting
- (c) Old Business
- (d) New Business
- (e) Election of Officers (if appropriate)
- (f) Adjournment

Section 5. Agenda for Special Meetings. The order of business at the special meetings of the Board of Directors shall be:

- (a) Call of the roll
- (b) Reading of the Notice and/or Waiver thereof
- (c) Transaction of the business stated in the Notice
- (d) Adjournment

Section 6. Action by Written Consent. Any action required

or permitted to be taken by the Board of Directors under the provision of law, the Articles of Association, or these By-Laws may be taken without a meeting of the Board by the collective consent of all the Directors, in writing, setting forth the action so taken. Such written consents shall be filed with the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors. Any certificate or other document filed under law relating to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the By-Laws authorized the Directors to so act.

Section 7. Telephonic Participation in Meetings. Members of the Board of Directors or any committee may participate in any meeting of the Board of Directors or Board Committee by means of a conference telephone or similar communication equipment by which means all persons participating in the meeting can hear one another at the same time. Participation with proper notice by such means shall constitute presence in person at a meeting.

Section 8. Voting. Each Director, shall be entitled to one vote on any matter before the Board of Directors. Voting by proxy by Directors shall not be permitted.

ARTICLE IV

Committees of the Board of Directors

Section 1. General Provisions. The Board of Directors shall appoint from the Membership of the Association standing and/or special committees which may include but not limited to:

- (a) Executive Committee
- (b) Finance and Budget Committee

The Chairman of the Board of Directors shall appoint the members of said committees, and the Chairman thereof, except as herein otherwise provided. Each committee Chairman and each committee member shall serve in such capacity for a one-year period or until the next committee appointments are made by the Chairman of the Board of Directors.

All committees shall be subject to the control and general supervision of the Board of Directors. Each committee shall meet as required and as set by policy of the Board of Directors.

Special ad hoc committees may be appointed for any special

tasks, or as circumstances may warrant, at the discretion of the Board of Directors or the Chairman of the Board. They shall limit their activities to that task for which the committee was organized and will have no authority to act except as specifically conferred upon them by the Board of Directors or Chairman of the Board.

One-half of the committee members shall constitute a quorum for the carrying out of the committee functions and actions. Any vacancy on the committee may be filled by the Chairman of the Board of Directors.

Section 2. Committee Chairman's Duties. The chairman of each committee, who shall be a member of the Board of Directors, shall have the following general duties, responsibilities and powers, together with such others as may be designated from time to time by the Board of Directors:

- (a) Prepare an agenda for each committee meeting
- (b) Preside or designate an alternate to preside at committee meetings
- (c) Provide for maintenance of official records
- (d) Report committee activities and formal recommendations to the Board of Directors at its regular meetings
- (e) Delegate specific responsibilities among committee members
- (f) Appoint members to subcommittees as necessary

Section 3. Executive Committee. The Executive Committee shall consist of the Chairman, the Vice-Chairman and one other member of the Board of Directors elected by said Board of Directors.

The Executive Committee shall have the power to transact all regular business of the Association, and shall have and exercise all the powers of the Board of Directors during the interim between the regular monthly meetings of the Board of Directors, provided that any action taken shall not conflict with the policies established by the Board of Directors. The Executive Committee shall also have the duty and responsibility to develop and recommend to the Board of Directors necessary or desirable policies relating to the organization and operation of the Association.

Section 4. Finance and Budget Committee. The Finance and Budget Committee shall consist of the Treasurer of the Association and two (2) other members of the Board of Directors.

The Finance and Budget Committee shall be responsible for devising ways and means to secure funds for the support of the

Association; shall attend to all financial interests of the Association and shall report its actions to the Board of Directors.

At least thirty (30) days prior to the beginning of the fiscal year of the Association, the Finance and Budget Committee shall cause to be prepared a detailed budget for the operation of the Association for the ensuing fiscal year. This budget shall show the estimated revenues and estimated expenditures and shall be presented a budget meeting.

The Association shall thereafter have the right to levy, assess and collect an annual assessment against each lot. The assessments for each lot shall be equal. Each annual and/or special assessment, together with interest, costs and reasonable attorney's fees, shall be a personal obligation of the owner of the lot; shall be a charge on the lot; and shall also be a continuing lien on the lot until paid.

Any assessment not paid within thirty (30) days after the date when due shall bear interest at the legal rate of interest allowed to be charged under the laws of the State of Florida until paid, at which time, the Association may file a Notice of Lien against said lot upon the public records of Polk County, Florida, and/or may bring an action at law against the owner of the lot personally obligated to pay the same or foreclose the lien against the lot. The above-described lien for the annual and/or any special assessments shall be subordinate to the lien of any first mortgage encumbering any lot. The sale or transfer of any lot shall not affect the assessment lien.

The Finance and Budget committee shall also be responsible for the management of all funds belonging to the Association.

Section 5. Special Committees. Special committees shall be appointed by the Chairman of the Board of Directors from the members of the Board of Directors or the Membership of the Association from time to time as circumstances warrant. Special committees shall have no power to act unless the power is specifically set forth by action of the Board of Directors.

ARTICLE V

Officers of the Association

Section 1. General Provisions. The Officers of the Association shall consist of a President, a Vice-President, a

Secretary-Treasurer, each of whom shall be elected by and shall serve at the pleasure of, the Board of Directors. Each Officer shall be elected or appointed for a term of office running until the next annual regular meeting of the Board of Directors or such shorter term as may be approved by resolution of the Board of Directors. Each Officer shall serve during the term of office for which he or she is elected or appointed and until his or her successor has been elected or appointed and has qualified, or until his or her earlier resignation, removal from office or death.

Any two offices may be held by the same person, except that the following pairs of offices may not be held by the same person: President and Vice-President, President and Secretary.

Section 2. Removal. Any officer may be removed from office, with or without cause, upon the majority vote of the Directors present at any meeting of the Board of Directors.

Section 3. Qualification of President. The Chairman of the Board of Directors shall be President of the Association. The President shall be given the necessary authority and be held responsible for the administration of the Association in all its activities subject only to such policies as may be adopted or issued by the Board of Directors or by any of its committees to which the Board of Directors had delegated power for such action. He or she shall act as the duly authorized representative of the Board of Directors in all matters in which the Board of Directors has not formally designated some other person for that specific purpose.

Section 4. Duties of President. The authority and duties of the President shall include among other things:

(a) Carrying out all policies established by the Board of Directors and formulating and enforcing all rules and regulations necessary and desirable for the proper conduct of the Association.

(b) Ensuring that all physical properties of the Association are kept in a good state of repair and operating condition;

(c) Making and executing all contracts pertaining to the ordinary affairs and operations of the Association, except as to the execution of those contracts specifically reserved to the Board of Directors;

(d) Supervising all business affairs, and ensuring that all funds are collected and expended to the best possible advantage of