

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  
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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.

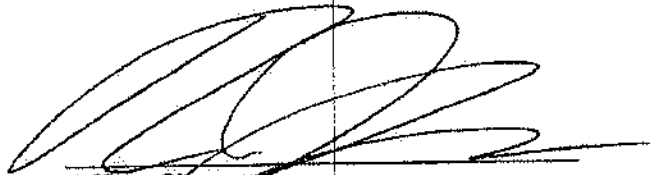
### CERTIFICATION AND ACKNOWLEDGEMENT

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.

FURTHER AFFIANT SAYETH NAUGHT.



Affiant Signature  
**ROBERT J. STANZ**  
Affiant Printed Name

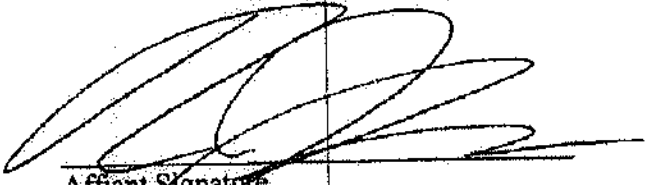
Sworn to and subscribed before me this 16 day of November, 2010, by ROBERT J. STANZ  
who is personally known to me.



Notary Public  
Commission Expires:

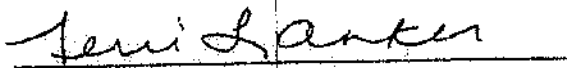


FURTHER AFFIANT SAYETH NAUGHT.



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:





## 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

the Association;

(e) Performing any other duty that may be necessary in the best interest of the Association or that the Board of Directors shall require.

Section 5. Vice-President. The Vice-President shall have such authority, duties and responsibilities as the Board of Directors shall direct and assign to him or her from time to time. The Vice-President shall also act in the absence of the President. The Vice-President shall also be selected from the Membership of the Board of Directors.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall attend all meetings of the Board of Directors; shall keep minutes of all meetings of the Board of Directors; shall have charge of the corporate books and seal of the Association.

The Secretary-Treasurer shall be charged with the management of all financial affairs of the Association not delegated by these By-Laws to the Finance and Budget Committee of the Board of Directors, if one shall be appointed, and shall have the power to recommend action concerning the Association's affairs to the Board of Directors and to the Finance and Budget Committee of the Board of Directors, if one be appointed; and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Board of Directors.

The Secretary-Treasurer need not be a member of the Board of Directors.

Section 7. Assistant Officers. Assistants to the Vice-President and Secretary-Treasurer may be elected by the Board of Directors and shall perform such duties and have such powers as shall be delegated to them from time to time by the Board of Directors. Said Assistants need not be members of the Board of Directors.

## ARTICLE VI

### Indemnification of Board of Directors and/or Officers

Section 1. Third Party Suits. To the extent permitted by Florida law and subject of the provisions of this Article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal,

administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

Section 2. Suits by or in Right of the Association. To the extent permitted by Florida law and subject to the provisions of the Articles of Association, the Association shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, to procure a judgment in its favor by reason of the fact that he or she is or was serving at the request of the Association, as a director of the Board of Directors or officer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty of the Association, unless and only to the extent that the court in which such action or suit was brought shall determine such application that, despite the adjudication of liability but in view of all of the circumstances of the cause, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper.

Section 3. Indemnification Against Expenses. To the extent that a person who is or was a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses

(including attorney's fees) incurred by him or her in connection therewith.

Section 4. Determination that Indemnification is Proper. Any indemnification under Sections 1, 2 and 3 of this Article (unless ordered by a court) shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so direct (by independent legal counsel) in a written opinion.

Section 5. Reimbursement of Expenses. Expenses incurred by any person who may have a right of indemnification under this Article in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association, pursuant to this Article.

Section 6. By-Laws not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Laws, Articles of Association, Agreement, vote or disinterested directors or otherwise, both as to action in another capacity while holding his or her office except to the extent that such indemnification may be contrary to the law. The indemnification provided by this Article shall continue as to a person who has ceased to be a director on the Board of Directors or Officer of the Association, and shall inure to the benefit of the heirs and personal representatives of such person, in the event of his or her death.

Section 7. Insurance. The Association may purchase and maintain insurance (and pay the entire premium therefor) on behalf of any person who is or was a director on the Board of Directors or Officer of the Association against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify against such liability under the provisions of this Article or under the laws of the State of Florida.

Section 8. Severability. The invalidity or unenforceability

of any provisions of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

#### ARTICLE VII

##### Corporate Seal

The Association's Board of Directors may provide for a corporate seal in such form and with such inscription as it shall determine, provided such seal shall always contain the words "Corporation, Not-For-Profit".

#### ARTICLE VIII

##### Amendments

The Board of Directors of the Association may from time to time adopt By-Laws of the Association which may be amended or rescinded by them; provided, however, any By-Laws of the Association so adopted by the Board of Directors of the Association may be amended, modified or rescinded at any annual or special meeting of the Association by a majority vote of the member present in person or by proxy. Further, the membership of the Association by a majority vote of members present in person or by proxy at any special and/or annual meeting of the Association called for that purpose may amend, modify or rescind these By-Laws.

#### ARTICLE IX

##### Conflicts

In the case of any conflict between the Articles of Association and these By-Laws, the Articles of Association shall control; in the case of any conflict between the Declaration of Restrictions and these By-Laws, the Declaration of Restrictions shall control.



I hereby certify that the foregoing is a true copy of the record in my office this day, Dec 16, 2010. Redacted ☐ Unredacted/law ☒  
Richard M. Weiss, Clerk of Court Polk County, Florida  
By Hester Robinson Deputy Clerk

1000

1000

1000



COPY

Prepared by and return to:  
Robert J. Stanz, Esq.  
ROBERT J. STANZ, P.A.  
6121 S. Lakeland Dr., Suite 4  
Lakeland, Florida 33813  
888-4-STANZLAW

THIRD AMENDMENT TO THE BYLAWS  
OF  
COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC.  
(A Corporation Not For Profit)

The Board of Directors, of the COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC., herein called the Association, have the authority to amend the Bylaws of the Association, under Article VIII of the Bylaws, as recorded in the public records of Polk County, Florida, which provides:

*"The Board of Directors of the Association may from time to time adopt By-laws of the Association which may be amended or rescinded by them;..."*

The Board of Directors, having reviewed the governing documents of the Association and in compliance with Chapter 720 of the Florida Statutes, hereby adopt the following amendment to the Bylaws of the Association:

ARTICLE XV  
MEETING OF OWNERS

a. Quorum. The presence at the meeting of ten percent (10%) of Owners entitled to cast, or of proxies of Owners entitled to cast, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants and Conditions, or these Bylaws. If such quorum is not present or represented at any meeting, the Owners entitled to vote there at shall have power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum is present or represented.

This Amendment shall take effect immediately and shall be recorded in the public records of Polk County, Florida, in accordance with Chapter 720 of the Florida Statutes.

Adopted by a majority vote of the Board of Directors at the Board Meeting held December 22, 2012 in accordance with the Governing Documents of the Association.

Board of Directors

By:   
Name: JOHN DOWNS, Director

By:   
Name: WILLEM STEDING, Director

By:   
Name: JON O. FRIDRIKSSON, Director

COPY



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.



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



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 Restraintive 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.





the Association;

(e) Performing any other duty that may be necessary in the best interest of the Association or that the Board of Directors shall require.

Section 5. Vice-President. The Vice-President shall have such authority, duties and responsibilities as the Board of Directors shall direct and assign to him or her from time to time. The Vice-President shall also act in the absence of the President. The Vice-President shall also be selected from the Membership of the Board of Directors.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall attend all meetings of the Board of Directors; shall keep minutes of all meetings of the Board of Directors; shall have charge of the corporate books and seal of the Association.

The Secretary-Treasurer shall be charged with the management of all financial affairs of the Association not delegated by these By-Laws to the Finance and Budget Committee of the Board of Directors, if one shall be appointed, and shall have the power to recommend action concerning the Association's affairs to the Board of Directors and to the Finance and Budget Committee of the Board of Directors, if one be appointed; and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Board of Directors.

The Secretary-Treasurer need not be a member of the Board of Directors.

Section 7. Assistant Officers. Assistants to the Vice-President and Secretary-Treasurer may be elected by the Board of Directors and shall perform such duties and have such powers as shall be delegated to them from time to time by the Board of Directors. Said Assistants need not be members of the Board of Directors.

#### ARTICLE VI

##### Indemnification of Board of Directors and/or Officers

Section 1. Third Party Suits. To the extent permitted by Florida law and subject of the provisions of this Article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal,



(including attorney's fees) incurred by him or her in connection therewith.

Section 4. Determination that Indemnification is Proper. Any indemnification under Sections 1, 2 and 3 of this Article (unless ordered by a court) shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so direct (by independent legal counsel) in a written opinion.

Section 5. Reimbursement of Expenses. Expenses incurred by any person who may have a right of indemnification under this Article in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association, pursuant to this Article.

Section 6. By-Laws not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Laws, Articles of Association, Agreement, vote or disinterested directors or otherwise, both as to action in another capacity while holding his or her office except to the extent that such indemnification may be contrary to the law. The indemnification provided by this Article shall continue as to a person who has ceased to be a director on the Board of Directors or Officer of the Association, and shall inure to the benefit of the heirs and personal representatives of such person, in the event of his or her death.

Section 7. Insurance. The Association may purchase and maintain insurance (and pay the entire premium therefor) on behalf of any person who is or was a director on the Board of Directors or Officer of the Association against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify against such liability under the provisions of this Article or under the laws of the State of Florida.

Section 8. Severability. The invalidity or unenforceability

