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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PREFERRED DEVELOPERS OF LAKELAND, a Florida General Partnership, hereinafter called Developer, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as **HUNTER'S RUN PHASE III** pursuant to a plat recorded in Plat Book 95, at Pages 7 and 8 of the public records of Polk County, Florida.

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

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to HUNTER'S RUN HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC., a nonprofit corporation, its successors and assigns, the Bylaws of which are attached hereto and made a part hereof.

Section 2. "Common area" shall mean all platted subdivision easements, together with the boundary walls located on a portion thereof and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. These common areas are set forth on the recorded subdivision plat referred to above.

Section 3. "Developer" shall mean and refer to PREFERRED DEVELOPERS OF LAKELAND, a Florida General Partnership, and its successors and assigns. Developer is also sometimes referred to as "Declarant".

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

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

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

Section 7. "Mortgage" shall mean a conventional mortgage.

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

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

Section 10. "Subdivision" shall mean and refer to Hunter's Run Phase III Subdivision, as shown in the plat thereof

PLEASE MAIL AFTER RECORDATION TO:
HAHN, BREWITT, WILSON & MILLER
c/o LAKELAND BRANCH COURIER

R-

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DEPT 91 6.00
CHECKS 51.00
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recorded in Plat Book 95, Pages 7 and 8, Public Records of Polk County, Florida, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

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

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

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

Class B. The Class B member shall be Developer, who shall be entitled to exercise three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 2000, whichever first occurs.

ARTICLE III. ASSESSMENTS

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

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the operating, improvement, mowing and maintenance of the common areas and any lots within the subdivision, to be determined within the opinion of the Board of Directors of the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Operation, maintenance and repair of the common areas, including all surface water management systems, including, but not limited to, contracting for services as to same by a maintenance company.

(b) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, or the like, which the ASSOCIATION is required to obtain pursuant to the terms of this Declaration, or which shall be necessary or proper in the opinion of the Board of Directors of the ASSOCIATION for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1994, the maximum annual assessment shall be $50.00, plus lighting district assessment.

(b) From and after January 1, 1994, the maximum annual assessment may be increased each year not more than 10% above the maximum allowable assessment for the previous year without the vote or written assent of a majority of the members' votes.

(c) From and after January 1, 1995, the maximum annual assessment may be increased above 10% by the vote or written assent of a majority of the members' votes.

(d) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum, without a member vote.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the December 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, on or before May 15th of each year, cause to be recorded in the Public Records of Polk County, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. PROPERTY RIGHTS

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

(a) For the purpose of drainage and utilities, and the maintenance thereof;

(b) To dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Right of Entry. Only the Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any common area of a lot at any reasonable hour on any day to perform such maintenance as may be authorized herein. Therefore, no other entry shall be allowed.

Section 3. No Partition. There shall be no judicial partition of the common area, nor shall developer, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE V. ARCHITECTURAL CONTROL

Except for activities undertaken by Developer, no building, fence, wall, yard ornament, mailbox, accessory structure, exterior window awnings, or other structure shall be commenced, erected, maintained or painted upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer prior to all lots being sold and structures erected, and after that time then by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Developer, Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. USE RESTRICTIONS.

The subdivision (HUNTER'S RUN PHASE III) shall be occupied and used as follows:

Section 1. The term "lot" as used herein includes any parcel, plot, or tract of land, within the property, that is to be used as a separate tract or building lot. The terms are not necessarily limited to a numbered lot as portrayed on any surveys, sketches or subdivision plats of the property.

Section 2. The Property is restricted for single family residential use with no more than one dwelling unit on each lot. Each said dwelling unit shall be a conventionally constructed home as prescribed herein. No lot herein may be re-divided, nor used for ingress and egress, or for utility easement to serve adjacent parties, unless prior written approval of the Developer is obtained. No business activity or commercial use shall be conducted or carried on in connection with the residential usage of the property.

Section 3. No dwelling unit shall contain less than 1,800 square feet of enclosed living area, exclusive of garage, porches and basement, and in the case of a two-story dwelling unit, the living area on the ground floor shall not be less than 1,200 square feet of enclosed living area, exclusive of garage, porches and basement, and with a total minimum enclosed living area of 2,100 square feet, exclusive of garage, porches and basement. Less than 1,200 square feet of enclosed living area on the ground floor would require pre-construction written approval of plans from the Developer. No dwelling unit shall be more than two stories in height in addition to a basement; however, this limitation of two stories shall not be construed to prohibit a tri-level house. No dwelling units shall be geometric dome houses, stilthouses, underground houses or log homes. Each dwelling unit shall have an attached garage adequate for at least two, but not more than three cars. Carports are prohibited. All garages shall have an automatic garage door opener and shall be kept closed when not in use. Prior to the construction of the main dwelling unit, no other building shall be constructed or placed upon any lot, with the exception of docks on water front lots. Any accessory buildings must be of the same construction and have the same decorative finish matching the main dwelling unit. No metal utility buildings or tool sheds shall be erected or moved onto any lot.

Section 4. The exterior of all dwelling units shall have a decorative finish on all four sides and no exposed painted concrete block shall be permitted. All front yards shall be sodded with St. Augustine grass all the way from street pavement to rear of house, and all remaining yards shall be seeded, sprigged or sodded as to each lot, except for areas which shall be utilized for designed landscaping, such as groups of trees and flower beds. No building or structure may be moved onto any lot and all structures shall be constructed of new materials.

Section 5. All construction of the main structure of a dwelling unit shall be completed within 180 days after start of construction, except where a written extension is granted by the Developer which extension shall not result in exceeding a total construction period of 365 days.

Section 6. All vehicles which would otherwise be permitted on a lot, must be in operative condition and bear a current year's tag. No tractor trailers, vans or trucks larger than 3/4 ton capacity shall be parked on the Property, except for commercial delivery service. No vehicles, boats, or trailers shall be repaired on the Property, except for emergency repairs. No mobile homes, house trailers, trucks (other than pick up trucks), shall be permitted on the Property or on public roads adjacent thereto, at any time. No campers, motorhomes or tents shall be used in this subdivision as a residence, either temporary or permanent, but campers, motorhomes, boats and trailers may be permitted on a lot if stored either in the garage or behind the rear building line and in such a manner so as to not create a nuisance for any neighbor.

Section 7. No structures, other than a fence, shall be placed any closer to the lot lines than as follows: a) front lines - 20 feet; b) rear lines - 20 feet; c) side lines - 7 feet, except that on corner Lots a side line facing the street shall be 20 feet. Each dwelling unit shall face in the direction as determined and approved in writing by the Developer. No accessory structure shall be closer to an adjacent road than the principal structure and otherwise shall not be closer to the Lot lines than 7 feet.

Section 8. No aerials, satellite dishes, or television antennas may be located on a Lot at all as long as cable TV service is available. In any event, no aerials or television antennas shall be permitted as to which the top is more than 10 feet above the highest point of the dwelling unit. All appliances are to be housed in an enclosed permanent structure. All lawn mowers, bicycles, building materials, and unsightly objects must be stored so as to be out of view from streets and in a manner which shall not be obnoxious or an annoyance to another Owner. All above ground containers for garbage and trash shall be permanently housed so as to be concealed from front road view. No above ground pools shall be allowed. The use of aluminum foil or similar material in windows is prohibited. Drying of laundry is permitted upon the homesite provided only the collapsible/umbrella type hanger is installed and used at the rear of the home and concealed from street view and must be removed when not in use. No basketball hoops and backboards, swing sets, sand boxes, childrens pools, gym sets, trampolines or like apparatus shall be allowed outside any dwelling unit unless out of view from streets and in the rear of the property and in such a manner so as not to create a nuisance for any neighbor. No reflectors, curb stops, bird baths, or skateboard ramps shall be allowed.

Section 9. No animals, livestock or poultry shall be raised, bred, or kept on any lot. Dogs, cats and other household pets may be kept provided they are not for commercial purposes and they must be maintained in a fence area or on a leash, and shall be limited to not more than three pets per household.

Section 10. No commercial, professional, business or obnoxious activities shall be carried on on any lot which may become an annoyance or nuisance to the neighborhood, nor shall any use be made of a lot that will in any way injure or lower the value of any adjoining lot or the property as a whole. No advertising signs of any kind shall be displayed, except for one sign when advertising the property for sale or rent which shall be limited to five square feet; and, any signs used or authorized by the Developer to advertise the property during construction or sales period.

Section 11. No fences, walls, hedges or like obstructions shall be constructed or grown nearer to the front lot line than the rear of the dwelling unit unless pre-construction approval is obtained from Developer and in the case of a corner lot, no nearer to the side street than the side street set back of the dwelling unit. No fence, hedge, or like obstruction located on any lot shall be higher than six feet. All fences, walls, hedges, or like obstructions, so constructed or grown shall be in such manner so as to compliment the dwelling units in the neighborhood, and shall be constructed from new materials approved by the developer, but shall not use barbed wire, hog wire, chain link or electric fences. All fences except brick shall be stained or painted within ninety (90) days after installation and the finished side shall face outward. No fences or walls shall be attached to the entry wall or structure without receiving written permission from the developer. All fences or walls must be constructed or installed with the finished side facing outward. Where drainage easements are fenced, lot owners shall allow access along these easements for maintenance. No fence shall be constructed prior to the construction of the main dwelling unit on a lot. No subdivision walls, landscaping or

signs that are located on a portion of any lot at time of purchase will be removed without prior written approval of the Developer or the Homeowners' Association. All fences, walls, and hedges shall be neatly maintained whereas to be in keeping with the neighborhood, and same shall not obstruct the natural or constructed drainage flow.

Section 12. Each owner of a lot shall have the responsibility for the maintenance of the yards, driveways, and exteriors of dwelling units constructed thereon so as to reasonably be in accordance with the other dwelling units in the subdivision, and to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 13. Each owner of a lot shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of that owner's respective lot for residential purposes.

Section 14. No newspaper boxes may be placed on right of ways. All mail boxes must be of the same decorative finish and matching construction as the Developer approves, must not display a license plate, must be in a location approved by the U.S. Postal Service, and must be installed prior to occupancy of the main dwelling unit, unless cluster boxes are provided by U.S. Postal Service in lieu thereof in which event such cluster boxes must be used.

Section 15. Upon the Developer selling all lots in the subdivision, or turning over maintenance to the Association, the Association shall maintain and replace subdivision improvements (such as entrance walls, landscaping and signs), provide additional subdivision improvements and insure that individual lots are kept neat and clean. Each Lot Owner shall keep that Lot Owner's respective lot neat, clean, and mowed, and free of unsightly objects at all times, and shall maintain thereof fences, if any, in good condition and appearance.

Section 16. All dwelling units within the property shall utilize the public water, public sewer service, and public street lighting district, as the same are made available, and each owner of a lot shall pay the respective required tap, service, and other charges occasioned with reference to such services. Individual lot owners shall maintain and shall not fill or obstruct the flow of drainage in any drainage retention areas or ditches.

Section 17. A solid concrete driveway minimum width of sixteen feet, running from the street which the dwelling unit will face or from the street on the side of the dwelling unit on a corner Lot, to the garage, shall be constructed prior to occupancy of the dwelling unit on the Lot. Driveways shall not obstruct drainage and shall comply with County driveway regulations.

Section 18. A. All septic tanks and absorption beds shall be setback a minimum of 75 feet from the furthest upland extent of any wetland, using the most extensive determination of the wetland area by either the Department of Environmental Regulation, the Army Corps of Engineers, the Southwest Florida Water Management District, or Polk County, if applicable.

B. For lots with soils beneath the proposed drainfield which are rated as having slight, moderate, or severe limitations for septic tank absorption fields based on U.S.D.A. soil classifications as described in Rule 10D-6 F.A.C., the septic tank system shall be constructed in the following manner:

(1) If the soils in which the septic tank will be located have slight to moderate

limitations for septic tank absorption fields, then the septic tank shall be two sizes larger than the size required by Table III in Rule 10D-6.048, F.A.C. For example, if Table III requires a 900 gallon tank as the standard for the proposed unit, then a 1200 gallon tank shall be required; or if a 1050 gallon tank is the standard then a 1400 gallon tank shall be required. The size of the absorption area shall be based upon estimated sewage flows pursuant to Rule 10D-6 Florida Administrative Code.

(2) If the soils in which the septic tank shall be located shall have severe limitations for septic tank absorption fields as determined by the Polk County Public Health Unit, then dual septic tanks shall be required. The primary tank shall be the standard size required by Rule 10D-6, F.A.C., for the proposed unit. The secondary tank shall be connected in series to the primary unit, and shall have an effective capacity of 900 gallons. The size of the absorption area shall be based upon estimated sewage flows pursuant to Rule 10D-6, Florida Administrative Code.

C. At least once every three years, or except as otherwise provided herein, the lot owner shall have all septic tanks cleaned and inspected by a registered or licensed septic tank contractor. The contractor shall certify to the Polk County Public Health Unit that the septic tank has been cleaned, that the mound, drainfield, and septic tank system are in good working order and in compliance with the standards of Rule 10D-6, Florida Administrative Code, and the standards described in paragraphs 18.A. and 18.B. above. The lot owner shall make all repairs that are necessary to obtain the certification.

D. These Restrictive Covenants shall run in favor of, and be enforceable by, the Homeowner's Association, any lot owner of Hunter's Run Phase III, Polk County, and the Department of Community Affairs.

E. At such time as the Polk County Board of County Commissioners adopts a septic tank maintenance and inspection ordinance which is approved by the Department of Community Affairs pursuant to Section 380.05, Florida Statutes, the provisions of the ordinance shall replace the requirements of subparagraphs A-D above.

Section 19. Any violation of the above prior to ninety-nine (99) years from the date hereof shall entitle any owner of any lot to enforce same by injunction, and further, the invalidation of any one of these restrictions by judgment or order of court will in no way affect any of the other restrictions, and such other restrictions shall remain in full force and effect.

Section 20. These restrictions in Article VI hereof may be amended at any time by the Developer in case of hardship so long as the amendment does not dilute or weaken the intent or purposes of these restrictions.

Section 21. In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorney's fee incurred by the prevailing party.

Section 22. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of

the Association, after the original development thereof by the Developer.

Section 23. Developer or the transferees of Developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from going on any part or parts of the subdivision owned or controlled by Developer or Developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Developer, Developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise, including, but not limited to, model homes and sales offices;

(c) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by Developer or Developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

ARTICLE VII. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential lots and common areas, upon request, may be annexed to the subdivision within the sole discretion of the Developer until January 1, 2025, so long as the additional lots do not exceed 600 lots, and thereafter additional residential properties and common areas may be annexed to the subdivision with the consent of a majority of member votes. The Developer may utilize any necessary lots for ingress and egress access and utility locations to serve any adjacent residential lots, now or hereafter, without any further consent.

ARTICLE VIII. GENERAL PROVISIONS

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

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

Section 3 Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members, so long as the Amendment does not dilute or weaken the intent or purposes of these restrictions.

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

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots, except any agreement by the then owners which would affect the surface water management systems, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

EXECUTED at Lakeland, Polk County, Florida this 7th day of October, 1993.

Signed, sealed and delivered in the presence of:

Witness: MARILEA H. FLOYD

Witness: Kathleen Ambrose Curry

PREFERRED DEVELOPERS OF LAKELAND
BY: WARNOCK REALTY AND DEVELOPMENT CORPORATION

BY: Carl C. Warnock Jr.
CARL C. WARNOCK, JR.
President and General Partner
5907 Velvet Loop
Lakeland, FL 33811

STATE OF FLORIDA)
COUNTY OF POLK)

THE FOREGOING INSTRUMENT was acknowledged before me this 7th day of October, 1993, by CARL C. WARNOCK, JR., as President of WARNOCK REALTY AND DEVELOPMENT CORPORATION, the General Partner of PREFERRED DEVELOPERS OF LAKELAND, Developer, who is personally known to me and who did not take an oath.

MARILEA H. FLOYD
(Print or Type Name of Notary)
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO: AA764051
My Commission Expires: 4/23/94

MARILEA H. FLOYD NOTARY STATE OF FLORIDA

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EXHIBIT "A"

ALL OF HUNTER'S RUN PHASE III, according to plat thereof recorded in Plat Book 95, Pages 7 and 8, public records of Polk County, Florida.