

Highlands Grace

HOA Summary

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

Fences

Materials: Allowed - White polyvinyl chloride (PVC) or black picket aluminum only.

Height: Will not exceed 6 feet

Landscaping and Yard Use

Trees, plants, and landscaping: No limitations noted

Garden beds: No limitations noted

Swing sets and sports equipment: Allowed

Sheds: Limit one matching architectural style and color of the home with matching shingles

Swimming pools: Allowed- In ground pool. Not allowed- Above ground pool

Parking and Motor Vehicles

Commercial / Work Vehicles: Allowed in garage

Boats: Allowed in garage or under approved structure in white PVC fenced backyard

Jet skis: Allowed in garage

RV's: Not allowed

Trailers: Allowed in garage only

Animals

Number: No limitations noted

Restrictions: No limitations noted

Livestock: Not allowed

Rentals

Long term: No limitations noted

Short term: No less than 12 months

See recorded HOA documents in pages that follow



Corporate offices • 3020 S. Florida Avenue Suite 101 • Lakeland, FL 33803 • (863) 619-7103

www.HighlandHomes.ORG

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

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HIGHLANDS GRACE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on October 17, 2016, as shown by the records of this office.

The document number of this corporation is N16000010175.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Nineteenth day of October, 2016



CR2EO22 (1-11)



INSTR # 2017025953
BK 10060 Pgs 1870-1879 PG(s) 10
RECORDED 02/09/2017 08:45:17 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$86.50
RECORDED BY shakcamp

Ken Detzner

Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION
OF
HIGHLANDS GRACE
PROPERTY OWNERS' ASSOCIATION, INC.
(a Corporation Not for Profit)

FILED
2016 OCT 17 AM 8:14
CLERK OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, do hereby associate ourselves together for the purpose of forming a
Property Owners' Association.

ARTICLE I

Name

The name of this Association shall be HIGHLANDS GRACE Property Owners'
Association, Inc. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II

Initial Registered Office and Agent

The street address of the initial registered office of the Association, until changed by the
Board of Directors, shall be 200 Lake Morton Drive, Suite 200, Lakeland, Florida, 33801, and
the name of the initial registered agent of the Association at that address is E. Snow Martin, Jr.

ARTICLE III

Purposes and Powers

The general purposes and powers for which the Association is formed are as follows:

- (1) To manage, maintain, construct and repair for the use of its members, their guests and invitees all common area improvements now on or to be placed upon HIGHLANDS GRACE subdivision, which improvements shall be for recreational purposes and utilities in conjunction therewith, storm water management system together with all lawns, shrubbery and trees located thereupon. The use of said common facilities shall be governed in accordance with these Articles of Association and By-Laws hereinafter enacted.
- (2) To manage, maintain and repair ingress, egress and utility easements over, under and across said subdivision.
- (3) To establish rules and regulations of use and to maintain its ownership in any lot or parcel of real property that may be conveyed to the Association for the common use of all members.
- (4) To enforce the Restrictive Covenants and Conditions of the HIGHLANDS GRACE subdivision, either on its own account or in conjunction with other lot owners.
- (5) To modify said Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to the lot-line setback requirements and the placement of garages with a side-yard

entrance.

- (6) To place easements of record, if necessary, for ingress and egress and utility and drainage along the perimeter of any lot-line in HIGHLANDS GRACE subdivision.
- (7) To maintain and improve traffic control devices and signs, subdivision and roadway name designation signs within HIGHLANDS GRACE subdivision.
- (8) To maintain and improve private lighting for either decorative effect or security purposes within said subdivision.
- (9) To maintain by appointment or retainer, a Building Committee which need not consist of lot owners of HIGHLANDS GRACE subdivision, to review plans and specifications required by said lot owners to be submitted in accordance with the Restrictive Covenants and Conditions of said Subdivision hereinabove referenced which Committee for and on behalf of the Association shall be given permission in writing or rejection in writing, as the case may be, to said lot owners as provided herein. No member of the Building Committee shall in any way be subject to liability in granting or failing to grant approval and permission of any plans, specifications and requests brought before said Committee by any person whomsoever.
- (10) To maintain security within the Subdivision. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.
- (11) To obtain insurance for loss purposes, whether by casualty or liability, covering HIGHLANDS GRACE Property Owners' Association, Inc., Directors, Officers, Committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association.
- (12) To own and convey property and to pay real estate taxes and utilities attributable thereto and to the common improvements and use thereof.
- (13) It shall have the duty, to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas and related appurtenances.
- (14) It shall have the right, but not the duty, to maintain improved or unimproved lots within HIGHLANDS GRACE subdivision, wherein lot owners have failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said lot owner. It shall have an easement and license of entry over any lot within HIGHLANDS GRACE subdivision for the purpose of this maintenance.
- (15) 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 with interest, by legal action, if necessary.
- (16) To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under those Restrictive Covenants and Conditions for HIGHLANDS GRACE Property Owners' Association, Inc.; its Articles of Association; By-Laws; Rules and Regulations.
- (17) To transact any and all lawful business.

- (18) Contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company.
- (19) Sue and be sued.

Each owner shall be a member of the Association. As a member, each lot owner shall be liable and obligated for payment of a pro-rata share per each member lot owner of the costs of surface water management, those ingress, egress and utility easements pertaining thereto and the use thereof, together with any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined herein. Each lot membership shall bear equal proportion of each assessment regardless of a lot's location, dimension or size. Any unpaid assessment due at any time shall be and become the obligation of a subsequent owner of a lot upon purchase of said lot.

Commencing in 2022 (or earlier should the Board of Directors so decide), during the month of November in each year (or earlier should the Board of Directors so decide), 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 Association's maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing year. Annual assessments shall be payable in advance on or before December 31st of each preceding year. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common area as desired by the Association members. Special Assessments for these purposes may from time to time be made by the Association.

The call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than thirty (30) days nor more than sixty (60) days from the date the call is mailed), time and place of said meeting; and shall be mailed to all lot owners at the last addresses for said owners on the books and records of the Association or to the lot owners' addresses as shown on the Polk County tax rolls. The amount of each year's annual assessments and charges shall be determined at the annual meeting by the affirmative vote of a majority of those lot owners present at said meeting who, in voting, either affirmatively or negatively, shall be deemed a member of the Association in accordance with Article IV.

Following the Association annual meeting, written annual assessments voted for by the

membership for any of those purposes enumerated in Article III shall be mailed by the Association to all lot owners who are members in accordance with Article IV. Annual assessments and charges shall apply to a calendar year, shall be deemed to be due as of January 1st of each year, and shall be payable in one annual installment. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

The Association shall be empowered through its officers and Board of Directors to place a charging lien against the lot owner's property for non-payment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether before or after said lien shall have been placed thereupon.

ARTICLE IV Members

The Association shall have two (2) classes of voting membership.

CLASS A. The Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

The owner of each lot in HIGHLANDS GRACE subdivision, as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall be a member of the Association. A member shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein as regulated by the

Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any lot(s) as outlined herein.

Membership shall be on a calendar year basis and shall automatically be transferred during a calendar year with the transfer of lot ownership. There shall be no proration, except as between lot owners of membership assessments, and any unpaid assessments due at any time shall be and become the obligation of a new lot owner upon the purchase of said lot.

A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and costs of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and invitees.

ARTICLE V

The Association shall exist in perpetuity; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non profit corporation similar to the association.

ARTICLE VI Management

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President, and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors immediately following the annual meeting of the Association. The President and Vice-President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VII
Officers

The names of the officers who are to serve until the first election of officers by the Board of Directors are:

C. Dane Rogers	President
John Steven Rogers	Vice-President
William Thomas Rogers	Secretary/Treasurer

ARTICLE VIII
Directors

The Association shall have three (3) directors initially. Thereafter, the number of directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting but shall never be less than three (3).

The names and addresses of the persons who are to serve on the first Board of Directors are:

C. Dane Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
John Steven Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
William Thomas Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812

The initial directors shall serve until the first annual meeting of the Association and thereafter as provided for hereafter.

At each annual meeting, the members of the Association shall elect the members of the Board of Directors by a majority of the votes cast at such election, and such members shall serve until the next annual meeting of the Association or as otherwise provided in the By-Laws of the Association.

In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his predecessor.

No member of the Board of Directors or any committee of the Association or any officer of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on

account of any act, omission, error or negligence of such person or group; provided that such person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

The Board of Directors shall see that all assessments shall be assessed equally against all lot owners as outlined herein. Where there are multiple owners of any lots, such owners shall be jointly and severally liable for the payment of the Assessments.

The Board of Directors from time to time may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by the vote of members owning seventy-five percent (75%) of the membership, except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.


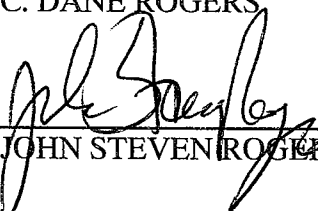
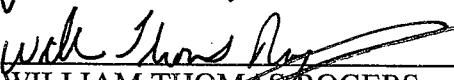
ARTICLE IX Amendments

Prior to the time when Class B membership is converted to Class A membership, the Declarant shall have the absolute right to modify any or all of the Restrictive Covenants and Conditions of the HIGHLANDS GRACE subdivision by amendment, deletion or addition thereto. After the time when Class B membership is converted to Class A membership, the Association through its membership shall have the absolute right to modify any and all of the Restrictive Covenants and Conditions of the HIGHLANDS GRACE subdivision by amendment, deletion or addition thereto upon the direction of seventy-five percent (75%) or more of the membership in the Association, except that any amendment which would affect the surface water management system, including the water management portion of the common area, must have the prior approval of the Southwest Florida Water Management District or its successor agency and except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to HIGHLANDS GRACE subdivision, hereinabove referenced, other amendments to these Articles of Association shall be approved by the Board of Directors, proposed by them to the members and approved at any meeting by a seventy-five percent (75%) vote of the members

present, provided that no less than thirty (30) days notice by mail shall have been given to all members, setting forth, the proposed amendments, except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

IN WITNESS WHEREOF, the undersigned, as subscribers to these Articles of Association, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 14TH day of OCTOBER, 2016.

SUBSCRIBERS	ADDRESS
 C. DANE ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
 JOHN STEVEN ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida, 33812
 WILLIAM THOMAS ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida 33812

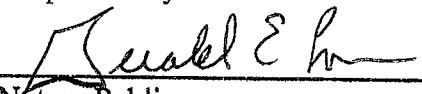
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of October, 2016, by C. Dane Rogers, who is personally known to me.

(SEAL)



GERALD E. LOU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF151825
Expires 11/4/2018


Notary Public

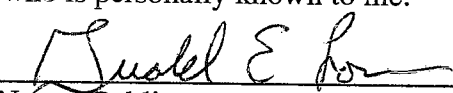
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of October, 2016, by John Steven Rogers, who is personally known to me.

(SEAL)



GERALD E. LOU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF151825
Expires 11/4/2018


Notary Public

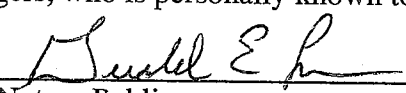
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of October, 2016, by William Thomas Rogers, who is personally known to me.

(SEAL)



GERALD E. LOU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF151825
Expires 11/4/2018


Notary Public


CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said Acts:

That HIGHLANDS GRACE Property Owners' Association, Inc. desiring to organize a corporation not for profit under the Laws of the State of Florida with its principle office, as indicated in the Articles of Association, at 200 Lake Morton Drive, Suite 200, Lakeland, Florida 33801, as its Agent to accept Service of Process within the State.

ACKNOWLEDGMENT

Having been named to accept Service of Process for the above stated corporation, at place designated in the Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.



E. SNOW MARTIN, JR., Resident Agent

FILED
2018 OCT 17 AM 8:14
TALLAHASSEE, FLORIDA

Return to:
Highlands Enhancement, Inc.
PO Box 237
Highland City, FL 33846

INSTR # 2017025954
BK 10060 Pgs 1880-1890 PG(s)11
RECORDED 02/09/2017 08:45:17 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$95.00
RECORDED BY shakcamp

CERTIFICATION OF BYLAWS
FOR
HIGHLANDS GRACE PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared William Thomas Rogers, as Secretary of Highlands Grace Property Owners' Association, Inc., a Florida corporation, who after being first duly sworn as required by law, deposes and says:

1. He is the Secretary of the above named corporation.
2. Attached hereto is a true, correct and complete copy of the Bylaws for the above named corporation.

Dated: Feb. 8, 2017

Highlands Grace
Property Owners' Association, Inc.
5431 US Highway 98 South
Lakeland, FL 33812

By: William Thomas Rogers
William Thomas Rogers, Secretary

Sworn and subscribed before me this 8th day of February, 2017, by William Thomas Rogers, as Secretary of Highlands Grace Property Owners' Association, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me.



GERALD E. LOU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF151825
Expires 11/4/2018

Gerald E. Lou
Notary Public
Print Name: Gerald E. Lou
My Commission Expires: _____

BYLAWS OF
HIGHLANDS GRACE
PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
Name and Location

HIGHLANDS GRACE SUBDIVISION
LAKELAND, FLORIDA

The name of the corporation is HIGHLANDS GRACE Property Owners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located in the County of Polk, State of Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Association" shall mean and refer to HIGHLANDS GRACE Property Owners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions regarding HIGHLANDS GRACE Property Owners' Association, Inc.

Section 3. "Common Area" shall mean all real property and surface water management system owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, together with all improvements thereon.

Section 5. "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 Properties, including contract sellers, but excluding any other party holding the fee simple title thereto merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to HIGHLANDS ENHANCEMENT, INC., a Florida corporation and such of its successors and assigns as shall acquire more than a majority of undeveloped Lots owned by HIGHLANDS ENHANCEMENT, INC. for the purpose of development and notice of such transfer is made in writing from HIGHLANDS ENHANCEMENT, INC., to the Association.

Section 7. "Declaration" shall mean and refer to the Declaration of Restrictive, Covenants, and Conditions for HIGHLANDS GRACE subdivision, applicable to the Properties recorded in the Public Records of Polk County, Florida; and all amendments thereto now or hereafter recorded in said records.

Section 8. "Member" shall mean and refer to every Owner. Every Owner shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Declarant may be a member of the Association and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot, except that a contract seller may assign his membership and voting rights to his vendee in possession.

Section 9. "Surface Water Management System" shall mean the required system as permitted by the Southwest Florida Water Management District including but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland and mitigation areas.

ARTICLE III Members and Voting

The Owner of each Lot in HIGHLANDS GRACE subdivision, Plat Book 162, Page(s) 9 through 13, Public Records of Polk County, Florida as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein as regulated by the Board of Directors of the Association and it shall be appurtenant to and may not be separated from the ownership of any Lot(s).

Membership shall be on a calendar year basis and shall automatically be transferred during a calendar year with the transfer of Lot ownership. There shall be no proration, except as between Lot Owners of membership assessments and any unpaid assessments due at any time shall be and become the obligation of a new Lot Owner upon the purchase of said Lot.

A member not in good standing with the Association, shall include a member that has failed to pay any assessments, charges and/or costs of the Association during the time-period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and/or invitees.

The Association shall have two (2) class of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held on a date and at such time and place as the Board of Directors shall determine, but no later than December 31, 2022. Each subsequent regular meeting of the members shall be held during the same month thereafter, on such date and at such time and place as the Board of Directors shall determine.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. All notices shall specify the place, day and hour of the meeting, and, in case of annual and special meetings, the purpose thereof. Notice of any meeting may be waived in writing at any time before, at, or after such meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under the Declaration shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting by mail, postage prepaid, and addressed to each members' address last appearing on the books of the Association or to the lot owners' addresses as shown on the Polk County Tax rolls.

(b) Unless otherwise expressly required by the Declaration or the Articles of Incorporation of this Association, notice of all other meetings shall be given at least fifteen (15) days in advance to each member; and, unless a member has requested the Secretary in writing that notice be given such member by mail and furnished the Secretary with the address to which such notice is to be mailed, any notice required by these Bylaws, the Declaration, or the Articles of Incorporation of this Association may, in the discretion of the person giving the same, be given by mailing a copy of such notice, postage prepaid, addressed to the members' address last appearing on the books of the Association, or to the lot owners' addresses as shown on the Polk County Tax rolls, or by delivering the same to the member personally. Delivery of notice

pursuant to this subparagraph to any co-owner of a Lot shall be effective upon all such co-owners of such Lot.

Section 4. Quorum. Those present, in person, at the meeting of members entitled to cast one-tenth (1/10) of the votes of Class A and Class B combined shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, by the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member shall vote in person.

Section 6. Determination of Membership. For the purposes of determining the person entitled to notice under any provision of these Bylaws, the Articles of Incorporation of this Association, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association as of a date set by the Board of Directors, such date shall be not more than thirty (30) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the thirtieth (30th) consecutive calendar day prior to the date of such notice or of such meeting.

ARTICLE V

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the Bylaws of this Association but shall never be less than three (3). The Directors are hereby divided into three Classes: Class 1, Class 2 and Class 3.

Section 2. Term of Office. At the first annual meeting, the members shall elect a Class 1, a Class 2 and a Class 3 Director. The term of office of the Class 1 Director shall expire at the annual meeting next ensuing. The term of office of the Class 2 Director shall expire one year thereafter. The term of office of the Class 3 Director shall expire two years thereafter. At each succeeding annual election, the Director elected shall be chosen for a full term of three (3) years to succeed the one whose term expires. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. Removal. Any Director may be removed from the Board for cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board, even if less than a quorum and shall serve for the unexpired term of his predecessor, unless he sooner dies, resigns or is removed or otherwise disqualified to serve.

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

ARTICLE VI

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association who may be members of the board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by open vote or secret ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that until such time as there is Class A membership in the Association, nothing contained in these bylaws shall require the Board of Directors to meet more often than once a year. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director. Such notice may be waived in writing at any time before, at or after the meeting.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action. Any action of the Board of Directors which is required or permitted to be taken at a meeting may be taken without a meeting if written consent to such action, signed by all members of the Board, is filed in the Minutes of the proceedings of the Board prior to the taking of such action. Members of the Board of Directors shall be deemed present at a meeting of such Board if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the streets and common area, recreation facilities, and the like, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreation facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, maintenance company, or such other employees as they deem necessary, and to prescribe their duties and compensation, if any.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(iii) enforce collection of all assessments which are not paid within thirty (30) days after the due date thereof by foreclosure, suit, or such other lawful procedure as the Board deems in the best interest of the Association.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment or billings for use of the Public Utility Systems have been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard, or other required or desired insurance, on the property owned by the Association.

(f) cause all persons or entities employed, authorized, or contracted to collect, disburse, and manage this Association's funds, including officers and directors of the Association, to be bonded with standard fidelity and errors and omissions coverage for the benefit of the Association (unless membership otherwise votes to waive the requirement of obtaining an insurance policy or fidelity bond for such purposes), and the premiums for such bonds may, in the discretion of the Board, be paid from Association funds;

(g) cause the streets and common area, recreation facilities, and the like, to be maintained;

(h) with the assistance of the treasurer, the Board may cause an annual audit of this Association's books to be made by a certified public accountant at the completion of each fiscal year and shall prepare an annual budget and statement of income and expenditure to be presented to the membership at its regular annual meeting, which budget shall contain, within the limits of available funds, adequate reserves for the maintenance and replacement of Association property and for the maintenance of members' property as required by the Declaration, all in accordance with sound financial practice, and file such Income Tax forms or documents as may be required;

(i) otherwise manage the affairs of the Association.

ARTICLE IX Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the board may from time to time by Resolution create. The President and Vice-President shall be members of the Board

of Directors.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor shall be elected and qualify, unless he dies, resigns, or is removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except:

- (a) The offices of Secretary and Treasurer may be held by the same person.
- (b) Special offices created pursuant to Section 4 of this Article may be combined with any other office; and
- (c) Any officer also may serve as a Director.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Board of Directors; see that orders and Resolutions of the Board are carried out; sign all Leases, Mortgages, Deeds, and other written instruments and sign all checks and Promissory Notes; and exercise and discharge such other duties as may be required of him by the Board.

Vice-President

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

Secretary

(c) The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and exercise and discharge such other duties as may be required of him by the Board.

Treasurer

(d) The Treasurer shall cause the receipt of and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by Resolution of the Board of Directors; keep proper books of account; if directed by the Board of Directors to cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and provide, upon request, a copy of each to the members; and exercise and discharge such other duties as may be required by him by the Board.

ARTICLE X Committees

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI Billings, Assessments and Liens

As more fully provided in the Declaration, each member is obligated to pay to the Association all annual and special assessments (which are secured by a continuing Lien upon the property against which the assessment is made). Any assessments which are not paid when due shall be delinquent.


The Association shall be empowered through its officers and Board of Directors to place a charging lien against the Lot Owner's property for nonpayment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a

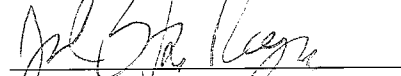
mortgage lien of any financial institution having a mortgage on said Lot whether before or after said lien shall have been placed thereupon.

ARTICLE XII
Amendments

These By-Laws may be altered, amended, or repealed in whole or in part, and new By-Laws may be adopted, by the vote of members owning seventy-five percent (75%) of the membership, except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

Adopted this 8th day of February, 2017.


C. Dane Rogers


John Steven Rogers


William Thomas Rogers

DECLARATION
OF
RESTRICTIVE COVENANTS AND CONDITIONS
FOR
HIGHLANDS GRACE SUBDIVISION

THIS DECLARATION, is made this 31st day of JANUARY, 2017, by HIGHLANDS ENHANCEMENT, INC. (hereinafter "Developer" or "Declarant"), owner (hereinafter "Owner") of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" (hereinafter, "Property").

WITNESSETH:

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 lot as described hereinabove; the breach of which prior to December 31, 2040 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 lot hereinabove described to proceed with legal action to prevent the furtherance of any breach of said Restrictive Covenants and Conditions and for damages resulting from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants or Conditions for any length of time shall not stop any party so entitled from enforcing same; however, the present Owner shall not be liable or responsible in any way for his failure to enforce any part of the Restrictive Covenants or Conditions so enumerated. Further, invalidation of any one or any part of any one of these Restrictive Covenants and Conditions by Judgment or Order of Court will in no way affect any of the other Restrictive Covenants or Conditions herein set out, and such other Restrictive Covenants or Conditions shall remain in full force and effect.

1. Each lot shall be used expressly and exclusively for one single-family private residence.

2. No business activity shall be conducted or carried on in connection with the usage of any lot. Further, no signs of any character may be exhibited or displayed upon any lot or the improvements hereon except one (1) sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder, sub-contractor or financial institution during the period of improvement construction; or a sign of a reasonable display area tastefully

identifying the owner of the residence.

3. No residence may exceed two stories in height. On lots 1 through 21, lots 46 through 146 and lots 154 through 158 a single-story residence shall contain not less than 1,800 square feet of living area; a two-story or split-level residence shall contain not less than 1,200 square feet of living area on the ground floor, and an aggregate of not less than 2,200 square feet. On lots 22 through 45 and lots 147 through 153 a single-story residence shall contain not less than 2,200 square feet of living area; a two-story or split-level residence shall contain not less than 1,400 square feet of living area on the ground floor, and an aggregate of not less than 2,500 square feet. Garaging beneath a two-story or split-level residence shall not be construed as either ground floor or an additional story. The term "ground floor" means the footing area on the ground, whether or not the same is on the lowest level. All square footage shall be measured by outside dimensions, exclusive of garages, porte cocheres, patios, screened or unscreened porches, covered walkways, breezeways and approaches. No construction nor any alteration to the exterior of any existing structure of any type shall take place without prior written approval from the HIGHLANDS GRACE Property Owners' Association, Inc., as hereinafter set forth.

4. Each residence shall contain a minimum of an enclosed standard double car garage not less than eighteen (18) linear feet in width with garage doors for ingress and egress purposes. Each garage shall be architecturally integrated as a part or as an extension of the residence and attached thereto to conform architecturally therewith. The driveway from each garage to Platted Roadways within the Subdivision shall be paved with either concrete or pavers (brick or stone), shall be adequate width for vehicular use and be maintained by the residence's owner so as not to degrade the value of the residence or adjacent properties in the Subdivision.

5. All construction on each lot shall be new construction. No used buildings or structures shall be moved onto any lot; nor shall there be any storage of building supplies on any lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painting, stucco, wood-treatment, or other similar treatment and in keeping with other residences in the Subdivision. No unfinished exposed concrete block walls shall be permitted. If a concrete patio is to be covered, it can only be covered by a roof that matches the original architecture of the home. No aluminum roofs shall be allowed. Any prefabricated or modular or geodesic-dome type residence must be specifically approved by written permission of HIGHLANDS GRACE Property Owners' Association, Inc. as hereinafter set forth.

Out-buildings (one per lot only) other than garages shall be allowed, but only in the rear-yard of a lot containing six (6) foot tall white privacy PVC fencing; however, no detached out-building or accessory buildings shall be allowed unless they are architecturally compatible (including paint color and other finishing materials) with the residential unit and approved in writing by HIGHLANDS GRACE Property Owners' Association, Inc. as hereinafter set forth. No tents, garages, out-building or attachments shall be erected on any lot prior to construction of the main residence; and none shall be used as a residence, either temporary or permanent.

6. Each residence shall be built on a lot so as to face, for front yard purposes, the lot line having the shortest frontage along a Platted Roadway within the Subdivision. For front yard purposes, no part or portion of any residence, garage or out-building on any lot shall be erected closer than twenty (20) feet from the right-of-way of a Platted Roadway within the Subdivision; nor closer than five (5) feet from any side-yard property line; nor closer than fifteen (15) feet from any rear-yard property line. All garage entrances for vehicles shall be setback a minimum of twenty (20) feet from the right-of-way line to ensure a minimum of two (2) off street non-enclosed parking spaces for vehicles.

No chain-link fencing may be placed on any lot in the Subdivision. All fence material must be either white privacy PVC or black picket aluminum material not to exceed six (6) feet in height and with a flat top-rail (decorative tops and spikes are not permitted.) There shall not be placed within the minimum front-yard building setback area fencing of any kind; all fencing shall be placed such that it is no greater than fifteen (15) feet forward of the rear corners of the home and shall extend perpendicular toward the side lot line. Further, no hedging along or near the boundary line of any lot shall be erected, constructed, placed or grown in excess of four (4) feet in height above normal ground level within the minimum front-yard setback area.

The Declarant and Owner for itself, its successors and assigns, reserves the right to erect a wall or fence around the perimeter of the subdivision consisting of material of its choice; such wall or fence to be owned and maintained by the Property Owners' Association. The Declarant and Owner for itself, its successors and assigns, further reserves the right to install United States Postal Service approved mail boxes for this subdivision and to use all easements shown on the plat for the purposes shown.

7. Each owner shall provide and maintain landscaping, lawn and shrubbery upon his lot in keeping with the architecture of his residence. Prior to occupancy, all front, side and rear

yards shall be equipped with an underground sprinkler system, and shall be completely sodded with St. Augustine or better quality grass, customarily used for lawn purposes. Each lot owner shall be responsible for lot and yard maintenance and shall, whether or not improvements shall have been constructed thereupon, maintain the upkeep thereof keeping the same free of debris and trash, unsightly weeds and litter. Declarant shall have no responsibility for maintenance or landscaping on lots, common areas, streets, or drainage retention areas.

No lot owner shall construct outdoor clothes lines or expose fuel tanks on a lot.

Receptacles for mail and paper deliveries placed adjacent to or upon the right-of-way of the Platted Roadways within the Subdivision by lot owners must have the approval of the HIGHLANDS GRACE Property Owners' Association, Inc., which approval may be withheld if it is determined that the receptacle would degrade the value of the residence or adjacent properties, and shall be tastefully constructed and maintained by the lot owner in keeping with the intention of these Restrictions. There shall be no permanent receptacles for garbage and trash; and except during the days of scheduled pick-up, receptacles for garbage and trash shall be located as not to be visible by vehicular traffic traveling along the Platted Roadways within the Subdivision.

All telephone, electrical and cable services to any residence must be underground from the point of distribution to the residence. Outside television aerials and antennas must be located in the rear yard. Outside satellite dishes (not exceeding 18-inches in diameter) must be located at least ten (10) feet behind the front corners of the home and approval shall be obtained from HIGHLANDS GRACE Property Owners' Association, Inc. for the erection of any satellite dish, which approval may be withheld if it is determined that the location thereof would degrade the value of the residence or adjacent properties.

8. All motor vehicles located on any lot shall carry a current year's license tag registration. No campers, house-trailers or mobile homes shall be parked on any paved right-of-way or any lot at any time. Further, there shall be no parking of any trucks of any nature, other than pick-up trucks or vans upon a lot. No vehicles may be stored upon any lot other than boats and boat-trailers, which must be stored either in the garage or on the rear of each lot under a shelter approved by HIGHLANDS GRACE Property Owners' Association, Inc, which approval may be withheld if it is determined that the shelter would degrade the value of the residence or adjacent properties. There shall be no parking of any kind upon the rights-of-way of the Platted Roadways within the Subdivision for a period greater than 4 hours. Additionally, there shall be

no parking of commercial vehicles of any nature upon the rights-of-way of the Platted Roadways (other than for loading and unloading) within the Subdivision. All motor vehicles, cycles and other engine-run apparatus located or operated within the Subdivision by a lot owner, their guests and invitees, will carry legal sound control devices as prescribed by the manufacturer or approved by HIGHLANDS GRACE Property Owners' Association, Inc.

9. No livestock, poultry or other farm animals of any kind shall be raised, bred, or kept on any lot. Dogs, cats and other household pets may be kept on a lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash or a secure enclosure are used in the keeping of them. No agricultural activities on a lot (other than hay production) shall be permitted which results in the sale of an agricultural product grown on the premises whether sold in or out of the subdivision.

10. No lot without a house constructed thereon shall be used for parking purposes nor shall any lot be used, without express written permission of the present Owner or HIGHLANDS GRACE Property Owners' Association, Inc. for ingress, egress, utility or drainage purposes to adjacent property. No major alteration of ground elevation shall be permitted on any lot without the express written permission of HIGHLANDS GRACE Property Owners' Association, Inc. The integrity of the drainage design of the Subdivision must be maintained and no lot owner shall impair or divert drainage structures or easements within the Subdivision but shall maintain same if located on the lot.

11. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If not reconstructed or repaired within six (6) months, the owner shall raze and remove the building or improvement from the lot promptly thereafter. The building of every residence, structure or other improvement upon a lot shall be diligently and continuously pursued until completed by a lot owner and may not be abandoned without completion.

12. Nothing contained herein (including an Amendment to this Declaration) shall prevent the present Owner (including Grantees from the Declarant), its successors or assignees and contractors or subcontractors from doing or performing all or any part of the subdivision not conveyed or transferred what may be determined to be necessary or advisable to complete the Subdivision development, including without limitation:

a) Erecting, constructing, maintaining and staffing sales offices or model units as

may be necessary for the completing of the development and establishing it as a residential community and disposing of it by lots or residential units through sale, lease or otherwise;

b) Maintaining such signs thereon and other advertising media as may be necessary in connection with the sale, lease or other transfer of the development in either lots or residential units to third parties; and

c) Building additional homes using plans and specifications similar to those theretofore used in the Subdivision.

13. No noxious activity, trade or business of any sort shall be carried on upon any lot; 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 lot that will in any way injure the value of any adjoining lot or the Subdivision as a whole.

14. Each lot owner is a member of HIGHLANDS GRACE Property Owners' Association, Inc., a Florida corporation not for profit and will maintain membership in the Association as long as the lot is owned. Each lot owner further agrees to maintain said membership in the Association in good standing and to abide by the Articles of Association, By-Laws, and Rules and Regulations of the Association as may be amended from time to time.

15. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. (Until the conversion, the Declarant remains obligated to fund any operating expense that exceeds the assessments received from Class A members and any other income of the association.)

16. The Property Owners' Association shall be empowered:

(a) To enforce these Restrictive Covenants and Conditions either for its own account or in conjunction with other lot owners.

(b) To modify these Restrictive Covenants and Conditions on a reasonable

basis to prevent undue hardship in the placement of any structures upon any lot in regard to lot line setback requirements and the placement of garages with a side-yard entrance.

(c) To place easements of record, if necessary, for ingress and egress and utility and drainage along the perimeter of any lot line in the Subdivision.

(d) To maintain and improve all common facilities, including but not limited to the storm water retention ponds, adjacent facilities and use easements pertaining thereto and to promote Rules and Regulations for the use of same.

(e) To maintain and improve common area landscaping.

(f) To maintain and improve traffic control signs, subdivision name designation signs within the Subdivision.

(g) To maintain and improve private lighting for night decorative effect or security purposes.

(h) To maintain by appointment or retainer, a Building Committee which need not consist of lot owners to review plans and specifications required by lot owners to be submitted hereunder which Committee for and on behalf of the Association shall give permission in writing or rejection in writing, as the case may be, to said lot owners as provided herein. No member of the Building Committee shall in any way be subject to liability in granting or failing to grant approval or permission of any plans, specifications or request brought before said Committee by any person whomsoever.

(i) To maintain security within the Subdivision. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

(j) To obtain insurance for loss purposes, whether by casualty or liability, covering HIGHLANDS GRACE Property Owners' Association, Inc., Directors, Officers, Committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association.

(k) The surface water management system facilities shall be owned by the association or said surface water management system facilities shall be denominated as common property and it shall be the responsibility of the association to operate and maintain the surface water management system facilities as permitted by the Southwest Florida Water Management District ("District"). Operation and maintenance and re-inspection reporting shall be performed

in accordance with the terms and conditions of the Environmental Resource Permit.

- i. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland and mitigation areas.
- ii. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).
- iii. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.
- iv. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Bartow Regulation Department.
- v. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it

to correct any outstanding problems with the surface water management system facilities.

(l) It shall have the right, but not the duty, to maintain improved or unimproved lots within the Subdivision wherein lot owners have failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said lot owner. It shall have an easement or License of Entry over any lot within the Subdivision for the purpose of this maintenance.

(m) 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, with interest, by legal action, if necessary.

(n) To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under these Restrictive Covenants and Conditions, its Articles of Association, By-Laws, Rules and Regulations.

(o) If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternative entity assumes responsibility.

17. Each lot owner shall be liable and obliged to pay to the Property Owners' Association an annual property improvement and management fee covering the cost of maintenance, improvement and operation of the various common areas under control of the Property Owners' Association hereinabove referenced which are for the private use and benefit of the property and lot owners, their guests and invitees. Each lot has membership in the Association and shall bear equal portions of each annual assessment regardless of a lot's location, dimension or size.

18. Each Class A lot owner as a member of the Association at all Association membership meetings, if in good standing, shall be entitled to one (1) vote for each lot owned. Each Class B lot owner as a member of the Association at all Association membership meetings, shall be entitled to three (3) votes for each lot owned.

19. There shall be a \$250.00 initial membership fee prorated to December 31, 2017 per lot, payable upon lot acquisition from the Developer. Commencing January 1, 2018, there shall be made an annual assessment to the Association for each lot membership in the

Association. The annual assessments shall be payable in advance on or before December 31 of each preceding year with the initial annual assessment payable on or before December 31, 2017, for the year 2018. There shall be no proration, except as between lot owners, of any assessments, and any unpaid assessments due at any time shall be and become the obligation of a new lot owner upon purchase of said lot. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. Special assessments for these purposes may from time to time be made by the Association.

20. There shall be no special assessment (except for the fee payable at closing) until January 1, 2018, as hereinabove set forth.

21. Commencing in 2022 (or earlier should the Board of Directors so decide), during the month of November in each year (or earlier should the Board of Directors so decide), 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 Association's maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing year. Said call shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than thirty (30) days nor more than sixty (60) days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owners shown on the books and records of the Association or to the lot owners' addresses as shown on the Polk County Tax rolls. The annual election of the Board of Directors, each year's annual assessments and business of the Association, shall be determined at said meeting by the affirmative vote of a majority of those Association members present at said meeting.

22. The Association shall be empowered through its Officers and Board of Directors to place a charging lien against the lot owner's property for non-payment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, and Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether before or after said lien shall be placed thereupon. In addition, any financial institution holding a mortgage on any lot and taking title thereto after default through foreclosure or otherwise, shall

have no obligation toward the payment of accrued and uncollected assessments, charges and costs on the part of the Association that have accrued to the date that it has taken title to said lot.

23. A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and costs of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association affairs or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and invitees.

24. Prior to the time when Class B membership is converted to Class A membership, the Declarant shall have the absolute right to modify any or all of the Restrictive Covenants and Conditions by amendment, deletion or addition thereto. After the time when Class B membership is converted to Class A membership, the Association through its membership shall have the absolute right to modify any or all of the Restrictions contained herein by amendment, deletion or addition thereto upon the direction of seventy-five percent (75%) or more of the membership in the Association, except that any amendment which would affect the surface water management system, including the water management portion of the common area, must have the prior approval of the Southwest Florida Water Management District or its successor agency and except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

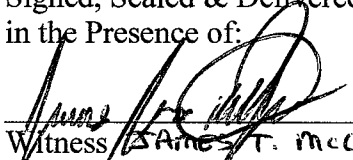

25. Additional lands within the area described on Exhibit "B" attached hereto (which may be now owned or hereafter acquired by the developer) may be annexed by the Declarant without the consent of members within ten (10) years from the date hereof. Annexations contemplated by Declarant shall become effective upon the recording of a Supplementary Declaration in the public records of Polk County, Florida. Should the Declarant, in its sole discretion, determine not to annex additional lands, the general plan of development shall not bind the Declarant to make any additions contemplated or to adhere to this plan in the subsequent development of any lands described on Exhibit "B". Additional property which is outside of the area described in Exhibit "B" may be annexed to the property with the consent of two-thirds (2/3) of each class of members of the Association, any such annexation shall become effective upon the recording of a Supplementary Declaration in the public records of Polk County, Florida.


26. The Declarant and Owner for itself, its successors and assigns, hereby reserves

the absolute right to use the roads (whether they are public or private) Highlands Grace Boulevard, Gracie Place, Valentino Way, Mentor Lane, Pearly Drive and Grace Lake Drive (as shown on Plat Book 162, Page(s) 9 through 13, public records of Polk County, Florida) for the purpose of ingress and egress, including to and from the lands described on Exhibit "B" hereto attached and by reference made a part hereof and further shall have full access thru any privacy gate(s) installed at the entrance to HIGHLANDS GRACE, including the right to purchase operating devices for such gate(s) at the same price as residents of HIGHLANDS GRACE. Any privacy access gates over the aforementioned roadways will remain open at all times during Developer's/Declarant's chosen hours of operation for whatever purposes it deems necessary including but not limited to maintenance, construction and/or marketing of the community or individual lots therein.

27. The covenants and conditions contained herein shall be in force and effect until December 31, 2040, A.D. and for five (5) year periods thereafter unless seventy-five percent (75%) or more of the membership shall, in writing, vote to rescind them at the expiration of the original period or any five (5) year term.

IN WITNESS WHEREFORE, HIGHLANDS ENHANCEMENT, INC., has executed this Declaration of Restrictive Covenants and Conditions this 31st day of JANUARY, 2017.

Signed, Sealed & Delivered
in the Presence of:

Witness JAMES T. MCGUIRE

Witness GERALD E. LOU

HIGHLANDS ENHANCEMENT, INC.,
a Florida corporation
BY: 
C. Dane Rogers, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by C. Dane Rogers, as President of HIGHLANDS ENHANCEMENT, INC., a Florida corporation, on behalf of the corporation, who is personally known to me, this 31st day of JANUARY, 2017.

(seal)  GERALD E. LOU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF151825
Expires 11/4/2018


Notary Public

EXHIBIT "A"

Lots 1 through 158, HIGHLANDS GRACE SUBDIVISION, according to the map or plat thereof recorded in Plat Book 162, Page(s) 9 through 13, Public Records of Polk County, Florida.

EXHIBIT "B"

The following land may be annexed pursuant to paragraph 25 of the Declaration, and accessed pursuant to paragraph 26 of the Declaration:

DESCRIPTION:

A parcel of land being a portion of the Section 15, Township 29 South, Range 24 East, Polk County, Florida and a portion of Tract 4, OAKFORD ESTATES PHASE TWO, as recorded in Plat Book 139, Pages 34, 35 and 36, Public Records of Polk County, Florida, being described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 15; thence South 89°49'17" West, along the south line of said Section 15, a distance of 330.00 feet to the west line of the East 330.00 feet of said Southwest 1/4; thence North 00°49'52" West, along said west line, 50.00 feet to the north right-of-way line of County Road 540A (Central Barn Road) as shown on the Florida Department of Transportation Right-of-Way Map Section 1668-151 for the Point of Beginning; thence South 89°49'17" West, along said north right-of-way line, 70.48 feet; thence North 03°50'18" West, 128.06 feet; thence North 22°03'54" West, 161.32 feet; thence North 15°32'27" West, 182.47 feet; thence North 05°31'45" West, 175.19 feet; thence North 33°16'03" West, 103.63 feet; thence North 54°53'26" West, 107.74 feet; thence North 45°23'50" West, 222.69 feet; thence North 26°12'59" West, 167.49 feet; thence North 15°56'36" West, 405.00 feet; thence North 31°34'39" West, 62.79 feet; thence North 83°45'55" West, 280.82 feet; thence North 16°27'31" East, 100.51 feet; thence North 29°46'05" East, 31.59 feet; thence North 16°28'29" East, 86.31 feet; thence North 02°56'18" East, 66.65 feet; thence North 00°01'50" West, 60.99 feet; thence North 05°20'14" West, 94.54 feet; thence North 08°58'51" West, 112.12 feet; thence South 60°12'59" West, 54.24 feet; thence South 81°33'21" West, 85.78 feet; thence North 86°13'05" West, 119.66 feet; thence South 89°17'27" West, 96.30 feet; thence South 00°42'33" East, 181.25 feet; thence South 89°58'13" West, 40.00 feet to a point on a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 200°02'21", a chord bearing of South 12°44'28" West, and a chord distance

CONTINUED ON SHEET 2

CERTIFICATION:

I hereby certify that this drawing correctly depicts the description shown hereon as prepared under my direction and this drawing was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

John Richard Noland, Jr., P.S.M.
Florida Registration #5923
CHASTAIN-SKILLMAN, INC.
Certificate Number LB 262
4705 Old Highway 37
Lakeland, Florida 33813
rnoland@chastainskillman.com
(863) 646-1402

The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper

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DRAWN BY: H. GREIVES	FIELD BOOK:	PAGE:	DATE: 12/07/2016
			SHEET 1 OF 5

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DESCRIPTION SKETCH

CONTINUED FROM SHEET 1

of 98.47 feet; thence along the arc of said curve, 174.57 feet to the Point of Reverse Curvature of a curve to the right, having a radius of 35.00 feet, a central angle of 42°09'14", a chord bearing of South 66°12'05" East, and a chord distance of 25.17 feet; thence along the arc of said curve, 25.75 feet; thence South 00°42'33" East, 40.56 feet to the Point of Curvature of a curve to the right having a radius of 164.29 feet, a central angle of 33°21'00", a chord bearing of South 15°57'57" West, and a chord distance of 94.28 feet; thence along the arc of said curve, 95.63 feet to the Point of Reverse Curvature of a curve to the left, having a radius of 204.29 feet, a central angle of 33°20'59", a chord bearing of South 15°57'57" West, and a chord distance of 117.24 feet; thence along the arc of said curve, 118.91 feet; thence South 00°42'33" East, 73.75 feet to the Point of Curvature of a curve to the right having a radius of 25.00 feet, a central angle of 90°29'19", a chord bearing of South 44°32'06" West, and a chord distance of 35.51 feet; thence along the arc of said curve, 39.48 feet; thence South 89°46'46" West, 80.17 feet to the Point of Curvature of a curve to the right having a radius of 25.00 feet, a central angle of 85°08'31", a chord bearing of North 47°38'59" West, and a chord distance of 33.83 feet; thence along the arc of said curve, 37.15 feet to the Point of Reverse Curvature of a curve to the left, having a radius of 270.00 feet, a central angle of 02°21'13", a chord bearing of North 06°15'20" West, and a chord distance of 11.09 feet; thence along the arc of said curve, 11.09 feet; thence South 81°21'03" West, 40.01 feet to a point on a non-tangent curve to the right, having a radius of 25.00 feet, a central angle of 97°00'00", a chord bearing of South 41°16'46" West, and a chord distance of 37.45 feet; thence along the arc of said curve, 42.32 feet; thence South 00°13'14" East, 40.00 feet; thence North 89°46'46" East, 2.09 feet to the Point of Curvature of a curve to the right having a radius of 25.00 feet, a central angle of 89°30'41", a chord bearing of South 45°27'54" East, and a chord distance of 35.20 feet; thence along the arc of said curve, 39.06 feet; thence South 00°41'11" East, 95.29 feet to the north line of Southwest 1/4 of the Southwest 1/4 of said Section 15; thence South 89°46'46" West, along said north line, 786.75 feet to the west line of said Section 15; thence North 00°40'06" West, along said west line, 1,325.36 feet to the north line of the Southwest 1/4 of said Section 15; thence North 89°44'14" East, along said north line, 1,997.16 feet to the west line of said Tract 4; thence North 00°47'30" West, along said west line, 374.21 feet to the northerly line of said Tract 4; thence South 90°00'00" East, along said northerly line, 20.00 feet; thence South 00°47'30" East, along said northerly line, 150.56 feet; thence North 89°12'30" East, along said northerly line, 71.63 feet to a point on a non-tangent curve to the left, having a radius of 270.46 feet, a central angle of 51°48'48", a chord bearing of North 59°07'25" East, and a chord distance of 236.33 feet; thence along the arc of said curve and said northerly line, 244.58 feet to the Point of Reverse Curvature of a curve to the right, having a radius of 227.61 feet, a central angle of 56°27'19", a chord bearing of North 61°26'40" East, and a chord distance of 215.31 feet; thence along the arc of said curve and said northerly line, 224.27 feet; thence North 89°40'20" East, along said northerly line, 178.75 feet to the east line of the Northwest 1/4 of said Section 15; thence South 00°49'52" East, along said east line, 446.83 feet to said north line of the Southwest 1/4; thence South 89°44'14" West, along said north line, 330.04 feet to said west line of the East 330.00 feet of said Southwest 1/4; thence South 00°49'52" East, along said west line, 2,604.20 feet to the Point of Beginning.

LESS AND EXCEPT Polk County Maintained Right-of-way for Pollard Road and Tillery Road.

Said parcel containing 74.56 acres, more or less.

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DRAWN BY: H. GREIVES	FIELD BOOK: PAGE:	DATE: 12/07/2016	SHEET 2 OF 5

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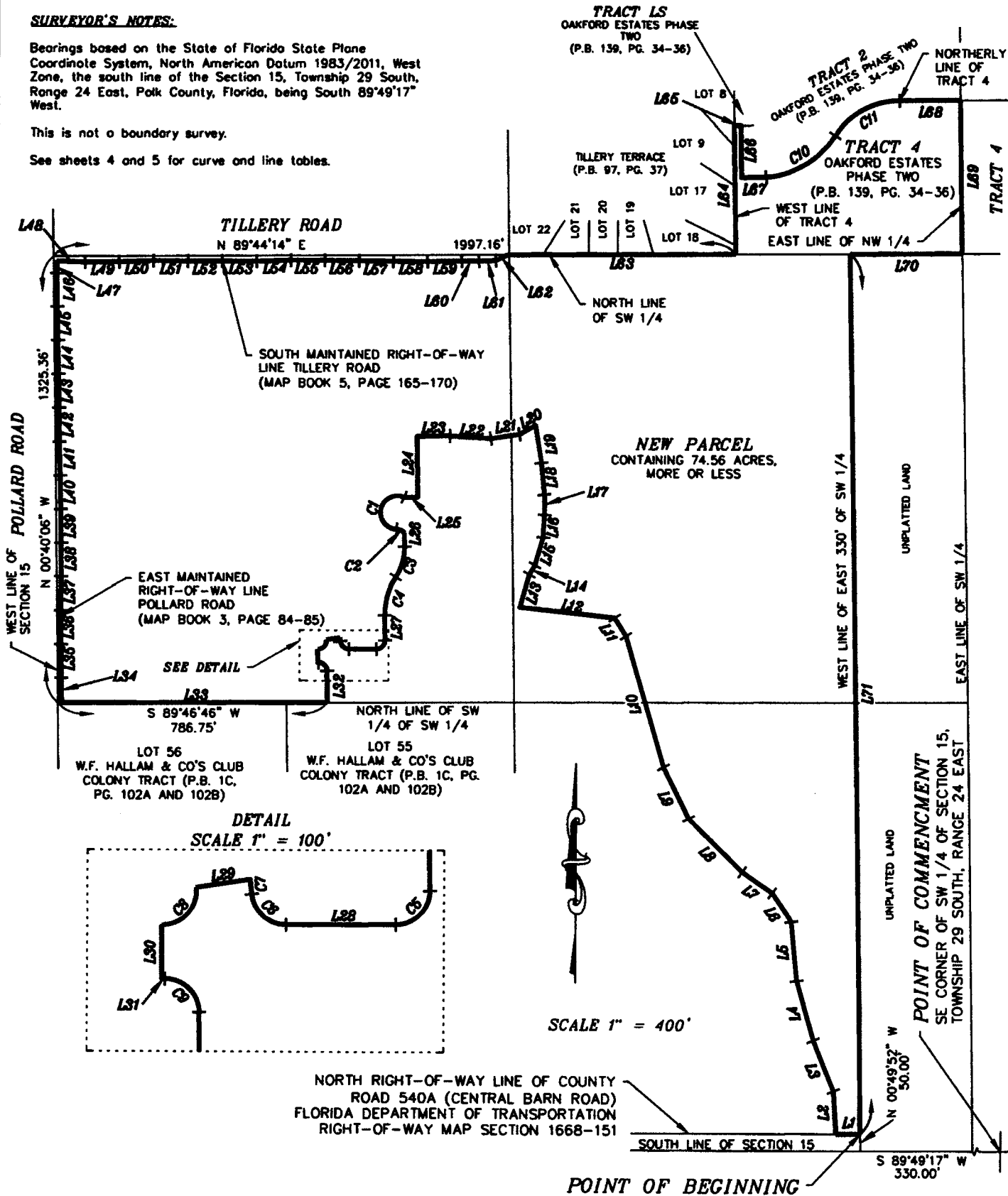
DESCRIPTION SKETCH

SURVEYOR'S NOTES:

Bearings based on the State of Florida State Plane Coordinate System, North American Datum 1983/2011, West Zone, the south line of the Section 15, Township 29 South, Range 24 East, Polk County, Florida, being South 89°49'17" West.

This is not a boundary survey.

See sheets 4 and 5 for curve and line tables.



DESCRIPTION SKETCH

LINE TABLE

LINE #	DIRECTION	DISTANCE
L1	S 89°49'17" W	70.48'
L2	N 03°50'18" W	128.06'
L3	N 22°03'54" W	161.32'
L4	N 15°32'27" W	182.47'
L5	N 05°31'45" W	175.19'
L6	N 33°16'03" W	103.63'
L7	N 54°53'26" W	107.74'
L8	N 45°23'50" W	222.69'
L9	N 26°12'59" W	167.49'
L10	N 15°56'36" W	405.00'
L11	N 31°34'39" W	62.79'
L12	N 83°45'55" W	280.82'
L13	N 16°27'31" E	100.51'
L14	N 29°46'05" E	31.59'
L15	N 16°28'29" E	86.31'
L16	N 02°56'18" E	66.65'
L17	N 00°01'50" W	60.99'
L18	N 05°20'14" W	94.54'
L19	N 08°58'51" W	112.12'
L20	S 60°12'59" W	54.24'
L21	S 81°33'21" W	85.78'
L22	N 86°13'05" W	119.66'
L23	S 89°17'27" W	96.30'
L24	S 00°42'33" E	181.25'
L25	S 89°58'13" W	40.00'
L26	S 00°42'33" E	40.56'
L27	S 00°42'33" E	73.75'
L28	S 89°46'46" W	80.17'
L29	S 81°21'03" W	40.01'
L30	S 00°13'14" E	40.00'
L31	N 89°46'46" E	2.09'
L32	S 00°41'11" E	95.29'
L33	S 89°46'46" W	775.05'
L34	N 01°14'38" W	74.82'
L35	N 00°40'15" W	100.01'

LINE TABLE

LINE #	DIRECTION	DISTANCE
L36	N 00°40'15" W	100.01'
L37	N 00°28'30" E	100.03'
L38	N 00°05'52" W	100.01'
L39	N 00°40'15" W	100.01'
L40	N 01°14'38" W	100.01'
L41	N 01°14'38" W	100.01'
L42	N 00°40'15" W	100.01'
L43	N 01°14'38" W	100.01'
L44	N 00°40'15" W	100.01'
L45	N 01°14'38" W	100.01'
L46	N 00°40'15" W	100.01'
L47	N 00°05'52" W	35.98'
L48	S 87°49'34" E	82.20'
L49	N 89°09'51" E	100.01'
L50	N 88°01'08" E	100.05'
L51	S 89°07'01" E	100.03'
L52	N 89°44'14" E	100.01'
L53	S 89°41'23" E	100.01'
L54	N 88°01'08" E	100.05'
L55	N 89°44'14" E	100.01'
L56	S 89°07'01" E	100.03'
L57	S 89°07'01" E	100.03'
L58	S 89°41'23" E	100.01'
L59	N 89°09'51" E	100.01'
L60	N 89°44'14" E	50.00'
L61	N 88°35'29" E	50.01'
L62	N 63°44'25" E	38.79'
L63	N 89°44'14" E	669.74'
L64	N 00°47'30" W	374.21'
L65	S 90°00'00" E	20.00'
L66	S 00°47'30" E	150.56'
L67	N 89°12'30" E	71.63'
L68	N 89°40'20" E	178.75'
L69	S 00°49'52" E	446.83'
L70	S 89°44'14" W	330.04'
L71	S 00°49'52" E	2604.20'

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DRAWN BY: H. GREIVES

FIELD BOOK: PAGE:

DATE: 12/07/2016

SHEET 4 OF 5

DESCRIPTION SKETCH

CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	50.00'	174.57'	98.47'	S 12°44'28" W	200°02'21"
C2	35.00'	25.75'	25.17'	S 66°12'05" E	42°09'14"
C3	164.29'	95.63'	94.28'	S 15°57'57" W	33°21'00"
C4	204.29'	118.91'	117.24'	S 15°57'57" W	33°20'59"
C5	25.00'	39.48'	35.51'	S 44°32'06" W	90°29'19"
C6	25.00'	37.15'	33.83'	N 47°38'59" W	85°08'31"
C7	270.00'	11.09'	11.09'	N 6°15'20" W	2°21'13"
C8	25.00'	42.32'	37.45'	S 41°16'46" W	97°00'00"
C9	25.00'	39.06'	35.20'	S 45°27'54" E	89°30'41"
C10	270.46'	244.58'	236.33'	N 59°07'25" E	51°48'48"
C11	227.61'	224.27'	215.31'	N 61°26'40" E	56°27'19"

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STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$35.50
RECORDED BY tiffstep

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Prepared by/Return to:
E. Snow Martin, Jr.
Martin & Martin, P.A.
200 Lake Morton Drive, Suite 200
Lakeland, Florida 33801

**FIRST SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR
HIGHLANDS GRACE SUBDIVISION**

THIS FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR HIGHLANDS GRACE SUBDIVISION ("Supplemental Declaration") is executed this 28TH day of August, 2018, by Highlands Enhancement, Inc., a Florida corporation, whose mailing address is Post Office Box 237, Highland City, Florida 33846.

WITNESSETH:

WHEREAS, this First Supplemental Declaration pertains to that certain Declaration of Restrictive Covenants and Conditions for Highlands Grace Subdivision dated January 31, 2017 and recorded in Official Records Book 10060, Pages 1891 to 1908, of the Public Records of Polk County, Florida, as amended by the First Amendment To The Declaration of Restrictive Covenants and Conditions For Highlands Grace Subdivision dated August 27, 2018 and recorded on August 27, 2018 in Official Records Book 10593, Pages 1080 to 1081, of the Public Records of Polk County, Florida, (the "**Declaration**"), which subjects the lands described therein to certain covenants, conditions, restrictions, easements, reservations, regulations, charges and liens as more particularly set forth in the Declaration; and

WHEREAS, Highlands Enhancement, Inc. ("**Declarant**") is the Declarant and Developer under the Declaration; and

WHEREAS, Section 25 of the Declaration reserves to Declarant, within ten (10) years from the date of the Declaration, the right, in Declarant's sole and absolute discretion, to annex Tract "F1" of HIGHLANDS GRACE, according to the plat thereof recorded in Plat Book 162, page 9-13, Public Records of Polk County, Florida and additional lands within the area described on Exhibit "B" to the Declaration without the consent required from any other party, except for applicable governmental approvals (if any); and

WHEREAS, Declarant is the present owner of certain lands more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Additional Property**"), which Additional Property is located within Tract "F1" of HIGHLANDS GRACE and also within the area described on Exhibit "B" to the Declaration.

NOW, THEREFORE, for and in consideration of the premises hereof, the Declarant supplements and amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. **Capitalized Terms.** Any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Declaration.

3. **Amendment.** Pursuant to Section 25 of the Declaration, Declarant hereby supplements and amends the Declaration to annex the Additional Property into Highlands Grace Subdivision. In so amending the Declaration, Developer submits the Additional Property (including all lots that become platted thereon) to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens of the Declaration, as it may be amended from time to time.

4. **Exhibit A.** The definition of "Property" set forth in the Declaration is hereby amended to add the Additional Property.

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration on the day and year first above written.

Signed, sealed and delivered in our presence:

Highlands Enhancement, Inc.

E. Snow Martin, Jr.

By: C. Dane Rogers

Print: E. Snow Martin, Jr.

C. Dane Rogers, President

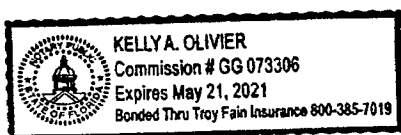
Kelly A. Oliver

Print: Kelly A. Oliver

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 28th day of August, 2018, by C. Dane Rogers, as the President of Highlands Enhancement, Inc, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Kelly A. Oliver

Notary Public - State of Florida

Exhibit "A"

Legal Description of Additional Property

A parcel of land being a portion of Section 15, Township 29 South, Range 24 East, Polk County, Florida, and all of Tract F1 of HIGHLANDS GRACE, according to the plat thereof recorded in Plat Book 162, page 9-13, Public Records of Polk County, Florida, being more particularly described as follows:

Commence at the northwest corner of Lot 41 of said HIGHLANDS GRACE, for the POINT OF BEGINNING; thence along the easterly, northerly, and westerly boundary lines of said HIGHLANDS GRACE, the following thirteen (13) courses: (1) North 16°27'31" East, 100.51 feet; (2) North 29°46'05" East, 31.59 feet; (3) North 16°28'29" East, 86.31 feet; (4) North 02°56'18" East, 66.65 feet; (5) North 00°01'50" West, 60.99 feet; (6) North 05°20'14" West, 94.54 feet; (7) North 08°58'51" West, 112.12 feet; (8) South 60°12'59" West, 54.24 feet; (9) South 81°33'21" West, 85.78 feet; (10) North 86°13'05" West, 119.66 feet; (11) South 89°17'27" West, 96.30 feet; (12) South 00°42'33" East, 181.25 feet; (13) South 89°58'13" West, 40.00 feet, to the east boundary of Tract F1 of said HIGHLANDS GRACE; thence South 00°42'33" East, along the said east boundary, 106.22 feet to said westerly boundary line of HIGHLANDS GRACE; thence along the westerly and northerly boundary lines of said HIGHLANDS GRACE the following fourteen (14) courses: (1) South 00°42'33" East, 40.56 feet to the Point of Curvature of a curve to the right having a radius of 164.29 feet, a central angle of 33°21'00", a chord bearing of South 15°57'57" West, and a chord distance of 94.28 feet; (2) along the arc of said curve, 95.63 feet to the Point of Reverse Curvature of a curve to the left, having a radius of 204.29 feet, a central angle of 33°20'59", a chord bearing of South 15°57'57" West, and a chord distance of 117.24 feet; (3) along the arc of said curve, 118.91 feet; (4) South 00°42'33" East, 73.75 feet to the Point of Curvature of a curve to the right having a radius of 25.00 feet, a central angle of 90°29'19", a chord bearing of South 44°32'06" West, and a chord distance of 35.51 feet; (5) along the arc of said curve, 39.48 feet; (6) South 89°46'46" West, 80.17 feet to the Point of Curvature of a curve to the right having a radius of 25.00 feet, a central angle of 85°08'31", a chord bearing of North 47°38'59" West, and a chord distance of 33.83 feet; (7) along the arc of said curve, 37.15 feet to the Point of Reverse Curvature of a curve to the left, having a radius of 270.00 feet, a central angle of 02°21'13", a chord bearing of North 06°15'20" West, and a chord distance of 11.09 feet; (8) along the arc of said curve, 11.09 feet; (9) South 81°21'03" West, 40.01 feet to a point on a non-tangent curve to the right, having a radius of 25.00 feet, a central angle of 97°00'00", a chord bearing of South 41°16'46" West, and a chord distance of 37.45 feet; (10) along the arc of said curve, 42.32 feet; (11) South 00°13'14" East, 40.00 feet; (12) North 89°46'46" East, 2.09 feet to the Point of Curvature of a curve to the right having a radius of 25.00 feet, a central angle of 89°30'41", a chord bearing of South 45°27'54" East, and a chord distance of 35.20 feet; (13) along the arc of said curve, 39.06 feet; (14) South 00°41'11" East, 95.29 feet to the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 15; thence South 89°46'46" West, along said north line, 786.75 feet to the west line of said Section 15; thence North 00°40'06" West, along said west line, 1,325.36 feet to the north line of the Southwest 1/4 of said Section 15; thence North 89°44'14" East, along said north line, 2038.81 feet; thence South 21°36'48" West, 280.35 feet; thence South 29°05'21" East, 372.31 feet; thence South 40°14'48" East, 198.79 feet; thence South 12°59'45" East, 90.06 feet; thence South 13°56'12" West, 153.92 feet; thence South 78°45'28" West, 87.37 feet; thence North 79°01'10" West,

146.76 feet; thence South 74°37'00" West, 67.90 feet; thence South 85°04'43" West, 327.44 feet; thence South 28°44'50" East, 76.59 feet to the north line of lots 40 and 41 of said HIGHLANDS GRACE plat; thence North 83°45'55" West, along said north line, 280.82 feet to the POINT OF BEGINNING.

LESS AND EXCEPT Polk County Maintained Right-of-way for Pollard Road, Map Book 3, Pages 84 through 85, and Peterson Road, Map Book 5, Pages 165 through 170.

Said parcel containing 49.67 acres, more or less.



INSTR # 2018185475
BK 10598 Pgs 313-315 PG(s)3
RECORDED 08/30/2018 02:18:16 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$27.00
RECORDED BY laurdavi

PE
Prepared by and Return to:
E. Snow Martin, Jr.
Martin & Martin, P.A.
200 Lake Morton Dr, Suite 200
Lakeland, FL 33801

**SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIVE
COVENANTS AND CONDITIONS FOR HIGHLANDS GRACE SUBDIVISION**

THIS SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR HIGHLANDS GRACE SUBDIVISION is made this 30th day of August, 2018, by HIGHLANDS ENHANCEMENT, INC., a Florida Corporation whose address is POST OFFICE BOX 237, HIGHLAND CITY, FLORIDA 33846 ("Declarant").

WHEREAS, the Declaration of Restrictive Covenants and Conditions for Highlands Grace Subdivision (the "Declaration") was recorded on February 9, 2017, at O.R. Book 10060, Pages 1891 to 1908, public records of Polk County, Florida and was amended by the First Amendment To The Declaration of Restrictive Covenants and Conditions For Highlands Grace Subdivision dated August 27, 2018 and recorded on August 27, 2018 at O.R. Book 10593, Pages 1080 to 1081, public records of Polk County, Florida; and

WHEREAS, the First Supplemental Declaration to the Declaration of Restrictive Covenants and Conditions for Highlands Grace Subdivision (the "First Supplemental Declaration") was recorded on August 28, 2018, at O.R. Book 10594, Pages 1780 to 1783, public records of Polk County, Florida; and

WHEREAS, Additional Property was annexed into Highlands Grace Subdivision by the First Supplemental Declaration upon which lots 159 through 288 and new roadways will be platted; and

WHEREAS, Highlands Enhancement, Inc. ("Declarant") is the Declarant and Developer under the Declaration; and

WHEREAS, Paragraph 24 of the Declaration provides that the Declaration may be amended by Declarant.

NOW THEREFORE, in accordance with the power to amend stated in Paragraph 24 of the Declaration, the Declarant hereby amends the Declaration as follows:

Paragraph 3 shall be deleted and replaced in its entirety with the following:

3. No residence may exceed two stories in height. On lots 1 through 21, lots 46 through 146, lots 154 through 255 and lots 272 through 288 a single-story residence shall contain not less than 1,800 square feet of living area; a two-story or split-level residence shall contain not less than 1,200 square feet of living area on the ground floor, and an aggregate of not less than 2,200 square feet. On lots 22 through 45, lots 147 through 153 and lots 256 through 271 a single-story residence shall contain not less than 2,200 square feet of living area; a two-story or split-level residence shall contain not less than 1,400 square feet of living area on the ground floor, and an aggregate of not less than 2,500 square feet. Garaging beneath a two-story or split-level residence shall not be construed as either ground floor or an additional story. The term "ground floor" means the footing area on the ground, whether or not the same is on the lowest level. All square footage shall be measured by outside dimensions, exclusive of garages, porte cocheres, patios, screened or unscreened porches, covered walkways, breezeways and approaches. No construction nor any alteration to the exterior of any existing structure of any type shall take place without prior written approval from the HIGHLANDS GRACE Property Owners' Association, Inc., as hereinafter set forth.

Paragraph 26 shall be deleted and replaced in its entirety with the following:

26. The Declarant and Owner for itself, its successors and assigns, hereby reserves the absolute right to use the roads (whether they are public or private) as shown on Plat Book 162, Page(s) 9 - 13, public records of Polk County, Florida and the roads (whether they are public or private) and Tract "OS4" within the Additional Property as described on the First Supplemental Declaration for the purpose of ingress and egress, including to and from the lands described on Exhibit "B" hereto attached and by reference made a part hereof and further shall have full access thru any privacy gate(s) installed at the entrances to HIGHLANDS GRACE and HIGHLANDS GRACE PHASE 2, including the right to purchase operating devices for such gate(s) at the same price as members of the HIGHLANDS GRACE Property Owners' Association, Inc. Any privacy access gates over the aforementioned roadways will remain open at all times during Developer's/Declarant's chosen hours of operation for whatever purposes it deems necessary including but not limited to maintenance, construction and/or marketing of the community or individual lots therein.

All other terms, conditions and provisions of the Declaration shall remain in full force and effect.

EXECUTED this 30th day of August, 2018.

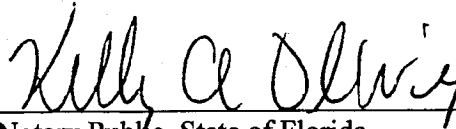
HIGHLANDS ENHANCEMENT, INC.



BY: C. DANE ROGERS,
AS ITS: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by C. DANE ROGERS, as President of Highlands Enhancement, Inc., who is personally known to me, this 30th day of August, 2018.



Notary Public, State of Florida





INSTR # 2018182209
BK 10593 Pgs 1080-1081 PG(s)2
RECORDED 08/27/2018 01:18:10 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$18.50
RECORDED BY laurdavi

RE
Prepared by and Return to:
E. Snow Martin, Jr.
Martin & Martin, P.A.
200 Lake Morton Dr, Suite 200
Lakeland, FL 33801

**FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE
COVENANTS AND CONDITIONS FOR HIGHLANDS GRACE SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR HIGHLANDS GRACE SUBDIVISION is made this 27th day of August, 2018, by HIGHLANDS ENHANCEMENT, INC., a Florida Corporation whose address is POST OFFICE BOX 237, HIGHLAND CITY, FLORIDA 33846 ("Declarant").

WHEREAS, the Declaration of Restrictive Covenants and Conditions for Highlands Grace Subdivision (the "Declaration") was recorded on February 9, 2017, at O.R. Book 10060, Pages 1891 to 1908, public records of Polk County, Florida; and

WHEREAS, Highlands Enhancement, Inc. ("Declarant") is the Declarant and Developer under the Declaration; and

WHEREAS, Paragraph 24 of the Declaration provides that the Declaration may be amended by Declarant;

NOW THEREFORE, in accordance with the power to amend stated in Paragraph 24 of the Declaration, the Declarant hereby amends the Declaration as follows:

Paragraph 25 shall be deleted and replaced in its entirety with the following:

25. Tract "F1" of HIGHLANDS GRACE, according to the plat thereof recorded in Plat Book 162, page 9-13, Public Records of Polk County, Florida and additional lands within the area described on Exhibit "B" attached hereto (which may be now owned or hereafter acquired by the developer) may be annexed by the Declarant without the consent of members within ten (10) years from the date hereof. Annexations contemplated by Declarant shall become effective upon the recording of a Supplementary Declaration in the public records of Polk County, Florida. Should the Declarant, in its sole discretion, determine not to annex additional lands, the general plan of development shall not bind the Declarant to make any additions contemplated or to adhere to this plan in the subsequent development of any lands described on Exhibit "B". Additional property which is outside of the area described in Exhibit "B" may be annexed to the property with the consent of two-thirds (2/3) of each class of members of the Association, any such annexation shall become effective upon the recording of a Supplementary Declaration in the public records of Polk County, Florida.

All other terms, conditions and provisions of the Declaration shall remain in full force and effect.

EXECUTED this 27th day of August, 2018.

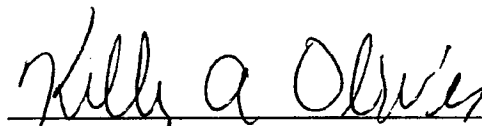
HIGHLANDS ENHANCEMENT, INC.



BY: C. DANE ROGERS,
AS ITS: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by C. DANE ROGERS, as President of Highlands Enhancement, Inc., who is personally known to me, this 27th day of August, 2018.



Notary Public, State of Florida